Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Roy De los Santos, Commissioner District 3

Rose M.Z. Gowen, M.D., Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE
CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting** on **August 01, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:
https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m1268044c71d9241af4d885366004b106
Password: commission (26664774 from video systems)

Join by video system
Dial 25350084300@brownsvilletx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
1-844-621-3956 United States Toll Free
+1-650-479-3208 United States Toll
Access code: 253 500 84300

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes

Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

- **a)** ROLL CALL
- **b)** INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

Recognizing Felicity Fox and Zeviel Pineda (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

Recognizing Pan American Round Table (Commissioner L. C. Macias/ Mayor Cowen, Jr.)

Brownsville Cardinals Youth Flag Football Team (Commissioner R. De los Santos / Commissioner B. L. Martinez)

Proclamation recognizing Telecommunicators Ida Villarreal, Sarahi Benavides, Mary Blanco, and Officer Albert Buitureida (Mayor J. Cowen, Jr. / Commissioner L. C. Macias)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) Update and discussion on Boards and Commission Appointment and Eligibility Policies. (Office of the City Attorney)

2) Hotel and Motel Tax Fund Applicants Presentation (Convention & Visitors Bureau)

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Approval of the Minutes:

a) Minutes of July 11, 2023, Regular City Commission Meeting

2) Consideration and **ACTION** to approve a renewal of the current term contract for one (1) additional year for the Texas Alcohol and Drug Testing Services. TADTS provides drug and alcohol testing services for Pre-employment, random, post-accident, reasonable suspicion and promotional DOT & NON-DOT positions as budgeted. (Organizational Development and Human Resources Department)

3) Consideration and **ACTION** to approve a one (1) year renewal of a contract with Port Occupational and Medical Clinic for Department of Transportation & Non-Department of Transportation pre-employment and Civil Service promotional physicals, as budgeted. (Organizational Development and Human Resources Department)

4) Consideration and **ACTION** to approve the cooperative purchase of heavy equipment, in the amount of $2,121,624.57, as part of the Fiscal Year 2023 Heavy Equipment Replacement Plan through the following competitive contracts: Romco Equipment Co (Buyboard Contract #685-22), Briggs Equipment Co (Buyboard Contract #685-22), Caldwell Country Chevrolet LLC, Inc (Buyboard Contract #601-19), Doggett Freightliner of South Texas, LLC (Buyboard Contract #601-19), Doggett Heavy Machinery Services, LLC (Sourcewell #032119-JDC), Crafco, Inc (Sourcewell #080521-CFC), and TYMCO Inc (HGAC #SW04-20). Equipment is for Brownsville Airport, Internal Services, Parks, and Engineering & Public Works Departments, as budgeted. (Internal Services Department)

5) Consideration and **ACTION** to approve the proposal from ERO Architects for the Architecture and Engineering Services for the City of Brownsville New Sanitation Department Shop, Phase 1 in the amount of $75,000.00, and Phase 2 in the amount of $150,000.00 for a total amount of $225,000.00. #ASC-41-0719 as budgeted (Engineering and Public Works Department)

6) Consideration and **ACTION** to approve the proposal from SCS Field Services for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill in the amount of $106,914.00. #LES-63-0703 as budgeted. (Engineering and Public Works Department)

7) Consideration and **ACTION** to approve Airport's Marketing and Advertising services contract, MAS-52-0819, by the allowable 25% increase of $56,250 as budgeted. (Airport Department)

8) Consideration and **ACTION** to approve the replacement of aging point-of-sale at Central and Southmost Brownsville Libraries. The initial term is 3-years with automatic renewals in 1-year increments. Year 1: $45,085; Year 2: $43,852; and Year 3: $43,852. The total amount for the 3-year contract is $132,789 as budgeted. (Brownsville Library)

9) Consideration and **ACTION** to award authorization to replace and install LED lighting technology to American Electric Power Texas. (Engineering & Public Works Department)

10) Consideration and **ACTION** to award a three-year contract with two one-year options to Crawford, Murphy and Tilly, Inc (CMT) to provide Air Service Development Consulting Services for the Brownsville South Padre Island International Airport (BRO) for an average amount of $99,461.36 as budgeted. (Airport Department)

11) Consideration and **ACTION** to purchase necessary furniture, fixtures, and equipment (FF&E) for the Communications and Marketing Department Renovation Project at 1312 Adams Street in the amount of $162,477.34 as budgeted. (Communications and Marketing Department)

12) Consideration and **ACTION** to award a three-year contract with two one-year renewals to Baker & Taylor under contract number LMS-70-0523 to furnish library books and audio-visual material for public use, including, but not limited to, hardcover books, digital resources, e-books, e-audiobooks, and electronic information devices, as well as supporting services for staff, to the Brownsville Public Library System, in an annual amount not to exceed $700,000 as budgeted. (Library Department)

13) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-013**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

14) Consideration and **ACTION** to award a subcontract agreement to Ambiotec Civil Engineering Group Inc., for the Professional Engineering and Surveying Services for the Drainage Improvement Project at Villa Los Pinos, Brownsville, Texas, in the amount of $77,300.00. #DVP-127-0724, as budgeted. (Engineering & Public Works)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1724** adopting City Board Policies. (Office of the City Attorney)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-014**, to rezone from Agricultural (AG) to Residential Suburban (R-2) to allow a duplex subdivision on a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-015**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence on a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

4) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-016**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

5) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-017**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development on a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

6) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-905**, to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) to allow a single-family subdivision for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

7) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-906**, to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) to allow the expansion of an existing laboratory facility on Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

8) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1723**, to amend the Code of Ordinances, by repealing and replacing, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

9) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-736-Q**, an Ordinance of the City Commission of the City of Brownsville Repealing and Replacing Chapter 98 – Traffic and Vehicles, in its entirety, of the City of Brownsville's Code of Ordinances; and providing for a penalty clause not to exceed $500; and providing for an effective date. (City Managers Office)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2022-235.102**, to amend the Unified Development Code (UDC), Sec. 5.3 - Signs, and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)
2) Consideration and **ACTION** on **Resolution Number 2023-108** to set a Public Hearing date for Capital Recovery Fees. (Multimodal Transportation Department)
3) Consideration and **ACTION** on **Resolution Number 2023-107**, to approve the presentation of the City of Brownsville's Allocation of the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding by the U.S. Department of Housing and Urban Development (HUD) for the 2023-2024 One Year Action Plan. (Grants & Community Development Department)
4) Consideration and **ACTION** to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2023 tax roll. (Financial Services Department)
5) Consideration and **ACTION** to acknowledge the collector's certification of the estimated ad valorem tax debt collection rate for tax year 2023, and the excess debt tax collections for tax year 2022. (Financial Services Department)
6) Consideration and **ACTION** to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for the tax year 2023 or fiscal year 2024. (Financial Services Department)
7) Consideration and **ACTION** to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 15, 2023, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services Department)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2023-088**, appointing members to the Audit & Oversight Committee. (Commissioner R. De los Santos/Commissioner B. L. Martinez)
2) Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095-A** to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)
3) Consideration and **ACTION** on **Resolution Number 2023-054-A**, to appoint one member to the Ethics Advisory Commission. (Office of the City Secretary)
4) Consideration and **ACTION** on **Resolution Number 2023-084**, to appoint four Alternate Members to the Building and Standards Commission. (Planning & Redevelopment Department)
5) Consideration and **ACTION** on **Resolution Number 2023-083**, to appoint one (1) Regular and four (4) Alternate Members to the Board of Adjustment. (Planning & Redevelopment Department)
6) Consideration and **ACTION** on **Resolution Number 2023-104** to appoint 3 new members and reappointment of 3 current members to the Transit Advisory Committee. (Multimodal Transportation Department)
7) Consideration and **ACTION** on **Resolution Number 2023-096** to appoint 1 new member to the Bicycle Pedestrian Advisory Committee. (Multimodal Transportation Department)
8) Consideration and **ACTION** on **Resolution Number 2023-102**, to appoint one (1) member of the Commission to the Paseo De La Resaca Landscaping and Lightning Board. (Office of the City Secretary)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) and 551.072 (Deliberation Regarding Property) related to Cause No. 2014-CCL-00700; *City of Brownsville, Texas v. 85 Jacaranda Limited Partnership a/k/a 85 Jacaranda Partnership.* (Office of the City Attorney)

2) Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Property) related to a certain 1.207 acre, more or less, tract of land located in Block "A", Chicago Gardens Subdivision, out of a 32.4 acre tract in Block "A", and a 13.5 acre tract in Block "B". (Office of the City Attorney)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) Consideration and **ACTION**, if any, related to Cause No. 2014-CCL-00700; *City of Brownsville, Texas v. 85 Jacaranda Limited Partnership a/k/a 85 Jacaranda Partnership*. (Office of the City Attorney)

2) Consideration and **ACTION**, if any, related to a certain 1.207 acre, more or less, tract of land located in Block "A", Chicago Gardens Subdivision, out of a 32.4 acre tract in Block "A", and a 13.5 acre tract in Block "B". (Office of the City Attorney)

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr
Mayor of the City of Brownsville

I certify that a copy of the **August 1, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on July 28, 2023. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Yolanda Galarza-Gomez, TRMC, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 1, 2023
Agenda #:	Recognizing Felicity Fox and Zeviel Pineda (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 1, 2023
Agenda #:	Recognizing Pan American Round Table (Commissioner L. C. Macias/ Mayor Cowen, Jr.)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 1, 2023
Agenda #:	Brownsville Cardinals Youth Flag Football Team (Commissioner R. De los Santos / Commissioner B. L. Martinez)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 1, 2023
Agenda #:	Proclamation recognizing Telecommunicators Ida Villarreal, Sarahi Benavides, Mary Blanco, and Officer Albert Buitureida (Mayor J. Cowen, Jr. / Commissioner L. C. Macias)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. Proclamation Telecommunicators

Proclamation

A PROCLAMATION OF THE CITY OF BROWNSVILLE TO RECOGNIZE THE FOLLOWING TELECOMMUNICATORS FOR THEIR OUTSTANDING PERFORMANCE OF THEIR DUTIES AND SUPPORT OF THEIR ACTIONS IN SERVING AND PROTECTING THE CITIZENS OF BROWNSVILLE, TEXAS.

WHEREAS, On May 7th, 2023, at 8:30 am., a mass causality event occurred in Brownsville, Texas. An intoxicated driver crashed into a large group of pedestrians, resulting in 8 persons killed and 11 seriously injured. A total of 67 fire, police, and EMS personnel responded to the scene. Although first responders often get acknowledged for their services, the coordination and communication for major events rest upon telecommunicators, the unsung heroes who play a vital role behind the scenes.

WHEREAS, Telecommunicators Ida Villarreal, Sarahi Benavides, Mary Blanco, and Officer Albert Buitureida were the telecommunicators on that day. Their teamwork and quick decision-making skills facilitated a coordinated response to this event; and

WHEREAS, the telecommunicators contacted multiple agencies so the proper resources could be routed to the scene, which included deploying an emergency response helicopter and patching communications with the ground units; and

WHEREAS, the telecommunicators' timely actions and coordinated response contributed to safeguarding life by assisting all public safety personnel in performing their duties.

NOW THEREFORE, BE IT RESOLVED and ordered that Telecommunicators Ida Villarreal, Sarahi Benavides, Mary Blanco, and Officer Albert Buitureida of the City of Brownsville, be recognized for their professional conduct and dedication to their profession as public safety telecommunicators.

Adopted this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

_____
Yolanda Galarza
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 1, 2023
Agenda #:	Update and discussion on Boards and Commission Appointment and Eligibility Policies. (Office of the City Attorney)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Dafne Maldonado, Convention & Visitors Bureau | Office of Space Commerce
Date:	Tuesday, August 1, 2023
Agenda #:	Hotel and Motel Tax Fund Applicants Presentation (Convention & Visitors Bureau)

Summary:

This work session will focus on the applications received for the Hotel and Motel Tax Funding for fiscal year 2023-2024. We will be presenting the recommendations from the HOT Funds eligibility committee.

Project Scope and Analysis:

Organization	FY 22-23 Allocation	FY 23-24 Request	FY 23-24 Proposed	% Pr
Gladys Porter Zoo	$550,000	$550,000	$500,000	
Brownsville Historical Association	$200,000	$250,000	$101,000	
Brownsville Museum of Fine Art	$78,000	$100,000	$80,000	
Children's Museum of Brownsville	$80,000	$100,000	$80,000	
Mr. Amigo	$75,000	$75,000	$75,000	
Charro Days	$50,000	$185,000	$67,000	
Brownsville Society for Performing Arts	$45,000	$48,000	$45,000	
Mitte Cultural District	$40,000	$65,000	$39,000	
Gorgas Science Foundation (Sabal Palms)	$37,000	$90,000	$27,500	
Camille Playhouse	$-	$55,000	$25,000	
Nuestra Cultura Mariachi Festival	$-	$59,000	$20,000	
Brownsville Wellness Coalition	$-	$20,000	$14,255	
Holiday Village	$10,000	$10,000	$10,000	
BTX United	$-	$10,000	$10,000	
City Cruisers	$-	$85,000	$10,000	
Rav Run	$-	$20,000	$-	

Brownsville Beerfest	$25,000	$35,000	$-	
Frontera Arts in Bloom	$-	$67,500	$-	
Brownsville South Padre Island Aiport	$-	$200,000	$-	
5JMLLC	$-	$50,000	$-	
Dodici's Pizza and Wine	$-	$5,000	$-	
Maker SpaceX	$-	$800,000	$-	
Learn 2 Center, LLC	$-	$198,100	$-	
				$ -
	$1,190,000	**$3,077,600**	**$1,103,755**	

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. CVB_WorkSessionPresentation_ ApplicantRecommendations&Eligibility Process_07272023

Work Session for Hotel Occupancy Tax Funding Applicants Fiscal Year 2023-2024

City of BROWNSVILLE Texas

On the Border, By the Sea and Beyond

Convention & Visitors Bureau and

Office of Space Commerce

APPLICATION DATES



Open: June 16, 2023

Close: July 19, 2023

Convention & Visitors Bureau and Office of Space Commerce

ELIGIBILITY

Chapter 351 of the Texas Tax Code limits the use of Hotel Occupancy Tax funds for uses that promote tourism and the convention and hotel industry, and that use is limited to the following categories:

1. **Constructing, improving, enlarging, equipping, repairing, operating, and maintaining a convention center or visitor information center;**
2. **Paying the administrative costs for facilitation of convention registration;**
3. **Advertising and conducting promotional programs to attract tourists and convention delegates or registrants;**
4. **Encouragement, promotion, improvement and application of the arts;**
5. **Funding historical restoration or preservation programs;**
6. **Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million;**
7. **Funding the enhancement and upgrading of existing sports facilities or sports fields for certain municipalities;**
8. **Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;**
9. **Transportation services.**

City of BROWNSVILLE Texas
On the Border, By the Sea, and Beyond
Convention & Visitors Bureau and Office of Space Commerce

WORKSHOPS

1. Hotel Occupancy Tax Funding Application and Policies

- June 23, 2023
- Hybrid
- Brownsville Events Center
- 34 Attendees

2. Texas Hotel Lodging Association Workshop with Scott Joslove

- July 10, 2023
- Hybrid
- Brownsville Events Center
- 20 Attendees

City of BROWNSVILLE Texas
On the Border, By the Sea, and Beyond
Convention & Visitors Bureau and Office of Space Commerce

City of BROWNSVILLE Texas
On the Border, By the Sea and Beyond

Grant Cycle - Eligibility Committee

1. **May**
   Overview of Application before posting.
2. **June-July**
   Opening and Closure Dates Announcement for Applications.
3. **July**
   Review of Applications by Eligibility Committee.
4. **August**
   Present Applicants and Recommendations to City Commission.
5. **August - September**
   Funding approvals from City Commission.
6. **October**
   Organizations selected will be notified.

APPLICANTS

23

Organizations



- Gladys Porter Zoo
- Brownsville Historical Association
- Brownsville Museum of Fine Art
- Children's Museum of Brownsville
- Mr. Amigo
- Charro Days
- Brownsville Society for Performing Arts
- Mitte Cultural District
- Gorgas Science Foundation (Sabal Palms)
- Camille Playhouse
- Nuestra Cultura Mariachi Festival
- Brownsville Wellness Coalition
- Holiday Village
- BTX United
- City Cruisers
- Rav Run
- Brownsville Beerfest
- Frontera Arts in Bloom
- Brownsville South Padre Island Aiport
- 5JMLLC
- Dodici's Pizza and Wine
- Maker SpaceX
- Learn 2 Center, LLC

City of BROWNSVILLE Texas
On the Border, By the Sea, and Beyond
Convention & Visitors Bureau and Office of Space Commerce

ELIGIBILITY COMMITTEE RECOMMENDATIONS

Organization	FY 22-23 Allocation	FY 23-24 Request	FY 23-24 Proposed	% of Total Proposed	Criteria
Gladys Porter Zoo	$550,000	$550,000	$500,000	45%	Advertising and Administrative
Brownsville Historical Association	$200,000	$250,000	$101,000	9%	Advertising and Administrative
Brownsville Museum of Fine Art	$78,000	$100,000	$80,000	7%	Promotion of the Arts
Children's Museum of Brownsville	$80,000	$100,000	$80,000	7%	Advertising and Administrative
Mr. Amigo	$75,000	$75,000	$75,000	7%	Promotion of the Arts
Charro Days	$50,000	$185,000	$67,000	6%	Advertising
Brownsville Society for Performing Arts	$45,000	$48,000	$45,000	4%	Promotion of the Arts
Mitte Cultural District	$40,000	$65,000	$39,000	4%	Promotion of the Arts
Gorgas Science Foundation (Sabal Palms)	$37,000	$90,000	$27,500	2%	Advertising
Camille Playhouse	$-	$55,000	$25,000	2%	Promotion of the Arts
Nuestra Cultura Mariachi Festival	$-	$59,000	$20,000	2%	Promotion of the Arts
Brownsville Wellness Coalition	$-	$20,000	$14,255	1%	Advertising
Holiday Village	$10,000	$10,000	$10,000	1%	Advertising
BTX United	$-	$10,000	$10,000	1%	Advertising
City Cruisers	$-	$85,000	$10,000	1%	Sports Advertising
Rav Run	$-	$20,000	$-	0%	Not eligable as per approved policy
Brownsville Beerfest	$25,000	$35,000	$-	0%	Not eligable as per approved policy
Frontera Arts in Bloom	$-	$67,500	$-	0%	Not eligable as per approved policy
Brownsville South Padre Island Aiport	$-	$200,000	$-	0%	Not eligable as per approved policy
5JMLLC	$-	$50,000	$-	0%	Not eligable as per approved policy
Dodici's Pizza and Wine	$-	$5,000	$-	0%	Not eligable as per approved policy
Maker SpaceX	$-	$800,000	$-	0%	Not eligable as per approved policy
Learn 2 Center, LLC	$-	$198,100	$-	0%	Not eligable as per approved policy
	$1,190,000	**$3,077,600**	**$1,103,755**	**$-**	**100%**

Convention & Visitors Bureau and Office of Space Commerce

City of BROWNSVILLE Texas
On the Border, By the Sea and Beyond

Distribution of HOT Funds

1. Creation of HOT Agreements for selected organizations
2. One-on-One meeting wtih every organization for details on their agreement and Q&A's.
3. Send Agreement to Legal Department for approval signature.
4. After Legal's approval signature, send agreement to Finance Department for approval signature.
5. After Finance approval signature, agreement must be sent to CMO for approval signature.
6. Once agreements have been approved, they will be sent back to Finance for release of funds.

Questions & Feedback?

Convention & Visitors Bureau and Office of Space Commerce

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, August 1, 2023
Agenda #:	Minutes of July 11, 2023, Regular City Commission Meeting

Summary:
This serves as the official record of the City Commission meeting.

Project Scope and Analysis:
Upon approval, the minutes will be executed and filed as a permanent record.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. Draft Minues 07-11-2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE§
COUNTY OF CAMERON §

MINUTES of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, July 11, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at** with the following members present**:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m49def16eaa0b40b264da5fd8afcec478

JOHN COWEN, JR.	**Mayor**
COMMISSIONERS:	
TINO VILLARREAL	**At-Large "A"**
ROSE GOWEN	**At-Large "B"**
BRYAN L. MARTINEZ	**District 1**
LINDA C. MACIAS	**District 2**
ROY DE LOS SANTOS	**District 3**
PEDRO CARDENAS	**District 4**
HELEN RAMIREZ	**City Manager**
WILL TREVINO	**City Attorney**
JENNIFER AVENDAÑO	**First Assistant City Attorney**
YOLANDA G. GOMEZ	**City Secretary**
ABSENT:	**Elizabeth Walker - Assistant City Manager** **Felix Sauceda - Assistant City Manager/Police Chief**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda G. Gomez City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary on Friday, July 07, 2023.

Mayor John Cowen Jr., called the meeting to order at 5:02 p.m.

Mayor John Cowen Jr., Commissioner Bryan L. Martinez, Commissioner Roy De los Santos, and Commissioner Pedro Cardenas attended the meeting in person.

Commissioner Rose Gowen joined the meeting virtually at 5:45 pm.

b) INVOCATION

Pastor Coral Aguilar delivered the invocation.

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Mayor John Cowen, Jr., and the City Commission.

PROCLAMATION(S)

Recognizing and Honoring Representative Erin Gamez (Mayor J. Cowen, Jr./Commissioner R. De los Santos)

The proclamation was read and presented by Commissioner Roy De los Santos.

Honoring Fred Guadalupe Kowalski (Commissioner B. L. Martinez/Commissioner R. De los Santos)

The proclamation was read and presented by Commissioner Bryan L. Martinez.

POST ELECTION BUSINESS-CEREMONY

At this time, Yolanda Galarza-Gomez City noted that Commissioner elect Tino Villarreal would receive the Certificate of Election and execute his officer statement and Oath of Office.

Commissioner Roy De los Santos moved to suspend the rules to allow swearing in of the office. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

1) Commissioner, At-Large "A"
a) Issuance of Certificate of Election (Office of the City Secretary)
b) Signature and Verification of Statement of Elected Officer (Office of the City Secretary)
c) Administration of Oath of Office (Honorable Judge Rolando Olvera, United States District Court Southern District)

Mayor John Cowen Jr., read and presented the Certificate of Election to Commissioner At-Large "A" Tino Villarreal.

The Honorable United States District Judge Rolando Olvera of the Southern District of Texas issued the Statement of Officer and the Administration Oath of Office to Commissioner, At-Large "A" Tino Villareal.

At this time Yolanda Galarza-Gomez, City Secretary noted that the Swear-in Ceremony had concluded and requested the Mayor and City Commission a motion for a 15-minute recess.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez, and carried unanimously, a recess was called at 5:30 pm.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, the meeting reconvened at 5:54 p.m.

PUBLIC COMMENT PERIOD

Yolanda Speece expressed concern regarding City of Brownsville Police Department.

Sandra Delgado raised concern about the permit requirements based on the zoning of a property and suggested the City Commission ensure that neighbors in her neighborhood complied with the zoning that is shown on their property.

Esequiel Zeke Silva expressed concern and petitioned to the City Commission to audit the BCIC Board.

Craig Jenkins expressed concern regarding Ordinance Number 2022-235.120 and made a suggestion to the Commission on how to move forward with it.

Stacy Bilstein expressed support on the reappointment of two members that currently serve on the Ethics Advisory Commission.

Janie Melendez expressed concern regarding animal control in the country club area.

Catalina Presas was not present to address her concerns but did register her opinion on the public comment form that she submitted.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) Brownsville Public Utilities Board (BPUB) North Regional Force Main Project. (Engineering and Public Works Department)

Doro Garcia, Engineering and Public Works Director, noted that this workshop was intended for the Brownsville Public Utilities Board (BPUB) to share the proposed construction of a force main from Interstate 69E to Robindale Road, approximately 10.48 miles. Mr. Garcia introduced Ann Witko, Senior Water Resources Project Manager. She noted that the proposed project would include connecting Lift Station No. 159 (LS 159) at the Brownsville Sports Park to the Robindale Wastewater Treatment Plant (Robindale WWTP) to reduce current overflow during peak sanitary sewer flow periods and to provide future capacity for undeveloped areas around northwest Brownsville. Upon completion of the project, all disturbances from the construction phase will be restored to existing conditions.

Commissioner Rose Gowen requested that the Parks and Recreation Department consider making signs about detours and placing them along the trail areas that are involved in this project.

Commissioner De los Santos wants to better inform the public about these initiatives and their potential effects on the designated affected areas.

Brief discussion ensued amongst the Commission and City staff.

2) Board and Commission Member Appointment and Eligibility Policy Workshop

Will Trevino, City Attorney, provided a brief presentation as a refresher and to inform the current and new members of the Commission about the Board Appointment Policy. He mentioned that the procedure for determining board members' qualifications and on how many boards a member can serve, had been implemented in 2018 and changed in 2020.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Bryan L. Martinez noted that every board member, in order to be in compliance and continue serving on the board, should complete the trainings for Open Meetings Act and Public Information Act and be reflected on the attendance record submitted to the Commission.

Commissioner Roy De los Santos recommended that the boards that fall under the Chapter 38, consider a policy that requires the meetings to be televised.

PRESENTATION(S)

City Manager's Update

Helen Ramirez, City Manager, provided a brief Economic Development update to the members of the Commission. Ms. Ramirez noted that she and Mayor Cowen were invited to the Space X Headquarters to discuss their expansion of their production and manufacturing. They added that they have a fantastic working relationship with the City of Brownsville and are enthusiastic about

the new Los Angeles route connecting Brownsville with the Hollywood Burbank Airport. Additionally, an invitation was extended to the community to participate in the Avelo Airlines inaugural flight to Las Vegas on September 8th.

CONSENT AGENDA ITEM(S)

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, Consent Agenda Items 1 through 21 were approved.

1) Approval of the Minutes:

a. Minutes of June 20, 2023, Regular City Commission Meeting

b. Minutes of June 27, 2023, Special City Commission Meeting

2) Consideration and **ACTION** to approve a 3-year term subscription agreement between eCivis (Carahsoft) under the cooperative contract OMNIA-R191902 in the amount of $55,168.75, as budgeted annually. (Grants and Community Development Department)

3) Consideration and **ACTION** to approve a one-year term renewal of contract ELH-50- 0721 with Rio Grande Hauling, LLC. for excavation, loading, and hauling services that will extend from August 3, 2023 through August 2, 2024, as budgeted. (Engineering & Public Works Department)

4) Consideration and **ACTION** to approve a professional services contract for an Interim Assistant Director role for up to six months for $60,000 plus travel reimbursements. (Airport Department)

5) Consideration and **ACTION** to authorize the purchase of Aboveground Storage Tanks (AST) for fuel storage, Equipment and Software from Separation Systems Consultants, Inc. (SSCI) under the TIPS Contract 23010402 for $462,843.86 as budgeted. (Multimodal Transportation Department)

6) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-009**, to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

7) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-010**, to rezone from Commercial Corridor (CC) to Regional Center (RC) for Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

8) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-011**, to rezone from Commercial Corridor (CC) to Residential Single-Family (R-1) for Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Highway 281, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

9) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-904**, to rezone from Agriculture (AG) to Residential Suburban (R-2) for a 0.94 acre-tract out of a 5.66-acre tract, being in Santander Townsite, Barreda Gardens Subdivision, located on FM 1421, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

10) Consideration and **ACTION** to approve the Rubrik Disaster Recovery System with SHI Government Solutions, Inc. for an initial service term of 3-years in the total amount of $312,055.08, as budgeted. (Enterprise Applications Department)

11) Consideration and **ACTION on Resolution Number 2023-085** by the City Commission of the City of Brownsville, Texas, approving the Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation for a Transportation Alternatives Set Aside (TASA) program project to fund the West Rail Trail Amenities (CSJ 0921-06-350) with a City of Brownsville payment of $25,338 as budgeted. (Multimodal Transportation Department)

12) Consideration and **ACTION** for the approval of the acceptance of a 0.300-acre tract of land out of a certain 54.827-acre tract of land out of Share 19, Espiritu Santo Grant, to be used by the City of Brownsville for park or recreational purposes. (Engineering & Public Works Department)

13) Consideration and **ACTION** to authorize the City Commission approval to enter into a Memorandum of Understanding (MOU) between the City of Brownsville and the Texas Anti-Gang (TAG) Center Rio Grande Valley. (Brownsville Police Department)

14) Consideration and **ACTION** to approve a 180-day extension for contract BDS-52-0717 for depository services. (Financial Services)

15) Consideration and **ACTION** to reject any and all proposals for the Request for the Third-Party Administrator (TPA) and Pharmacy Benefit Manager (PBM) Request for Proposals, RFP Nos. PBM-73-0623 & TPA-72-0523. (Financial Services Department)

16) Consideration and **ACTION** for the City of Brownsville to accept a ten-foot sidewalk and utility easement (0.129 acres) out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision from GBIC. (Engineering and Public Works Department)

17) Consideration and **ACTION** for the City of Brownsville to accept a 60' Access and Utility Easement (0.078) out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision from GBIC. (Engineering and Public Works Department)

18) Consideration and **ACTION** to approve a Letter of Understanding between the Brownsville Independent School District – Adult Continuing Education (BISD-ACE) and the City of Brownsville for the delivery of basic education skills to educationally disadvantaged adults in Cameron County area. (Organizational Development and Human Resources Department)

19) Consideration and **ACTION** for the purchase and delivery of seven (7) John Deere Z950M Ztrak mowers in the amount of $98,458.78 plus the option for a 25% cost overrun maximum ($24,614.69) to Deere & Company through Tellus Equipment Solutions of Weslaco, Texas, through Buy Board Contract #706-23, as budgeted. (Parks and Recreation Department)

20) Consideration and **ACTION** to adopt **Resolution Number 2023-087** suspending the August 23, 2023 effective date of the Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., to increase rates within the City in order to permit the City time to study the request and to establish reasonable rates; Finding that the City's reasonable rate case expenses shall be reimbursed by the Texas Gas Service Company; Authorizing participation with other Rio Grande Valley Texas municipalities in a coalition titled "Cities Served by Texas Gas Service"; Authorizing the Office of the City Attorney to engage the legal and consulting services of Lloyd Gosselink Rochelle & Townsend, ReSolved Energy Consulting, L.L.C., and J. Kennedy and Associates, Inc., to assist the City in negotiating with Texas Gas Service Company and directing any necessary litigation and appeals on the City's behalf. (Office of the City Attorney/City Manager's Office)

21) Consideration and **ACTION** for the purchase and delivery of Hill Science Pet Food for the Brownsville Animal Regulation & Care (BARCC) and authorizing the City Manager or designee to execute the agreement, Project# HSP-114-0823. (Public Health and Wellness Department)

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-013, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department) (Continued from June 20, 2023 - Public Hearing)**

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed rezoning ordinance request is to establish a duplex subdivision on the subject property.

Commissioner Linda C. Macias voiced her concern about how the neighborhood will be affected by the rezoning of the area, since it was primarily made up of single-family homes. She suggested that the Planning Department communicate with the neighborhood more because it is crucial that the public be informed of any upcoming zoning changes in their community.

Mr. Vega provided a brief explanation of the process when notifying the owners of the property of any zoning changes that will take place in their neighborhood.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos recommended approving the item on during this meeting since it was only the first reading.

Upon motion by Commissioner Bryan L. Martinez seconded by Commissioner Rose Gowen and carried unanimously, the public hearing was closed.

Upon motion by Commissioner Linda C. Macias seconded by Commissioner Rose Gowen the agenda item was tabled.

Commissioner Roy De los Santos noted that the ordinance had been tabled at a previous meeting and that no objections had been received from the public and that they would have another opportunity to voice any concerns at the next scheduled regular meeting.

After a brief discussion amongst the Commission and City staff, Commissioner Linda C. Macias withdrew her motion.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-013, be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

2) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2022-235.102, to amend the Unified Development Code (UDC), Sec. 5.3 - Signs, and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director noted that sign regulations that are currently in place are intended to prevent visual clutter that is not harmful to automotive and pedestrian safety, property values, and the appearance of the city, while maintaining the effectiveness of signs as a visual medium. However, based on analysis of existing signage throughout the City and recent sign applications, staff have found that provisions within the mentioned ordinance should be more adequately tailored. Additionally, this amendment will adjust the height limitations for the various types of signs outlined in the UDC and will expand the list of zoning districts in which these are allowed.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Rose Gowen noted that before voting on the agenda item, she would like to see the complete data of the proposed ordinance.

Commissioner Roy De los Santos requested to see more specific data on the distance between signs since it will determine the conditions under the ordinance.

Ronald Kibler representative from Lamar Advertising briefly explained the process that is taken to determine the dimension and distance of their signs.

Upon motion by Commissioner Bryan L. Martinez seconded by Mayor John Cowen Jr. and carried unanimously, the public hearing was closed.

Upon motion by Commissioner Rose Gowen seconded by Commissioner Pedro Cardenas and carried unanimously, Ordinance Number 2022-235.102 was tabled.

3) Public Hearing and ACTION on Resolution Number 2023-086 for the Texas Parks and Wildlife "Local Park Grant Program", a resolution authorizing the application for a 50:50 matching grant certifying that the City of Brownsville is eligible to receive program assistance; certifying that the applicant's matching share is readily available; and dedicating the proposed La Posada Park site for a permanent public park and recreational uses. (Parks and Recreation Department)

Damaris McGlone, Parks and Recreation Director noted that the Local Park Non-Urban Outdoor Recreation Grant is one of five (5) individual programs in the Local Park Grant Program that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The application is due Aug 01, 2023, with a ceiling of $750,000.00 for the population size of Brownsville, Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Resolution Number 2023-086, be approved. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Rose Gowen stepped out and did not vote on Public Hearing #3

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

At this time, Commissioner Linda C. Macias., stepped out and did not participate on Agenda Item # 1.

1) Consideration and ACTION on an agreement with the Brownsville Community Improvement Corporation (BCIC) accepting Airport Debt Payment assistance. (BCIC/City Manager's Office)

Michael Delmore Chief Financial Officer noted that the Brownsville Community Improvement Corporation (BCIC) board agreed to negotiate with the City an extension of a prior agreement of financial assistance for the payment of airport bonds for infrastructure improvements at the Brownsville South Padre Island International Airport.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos moved that the agreement with the Brownsville Community Improvement Corporation (BCIC) accepting Airport Debt Payment assistance, be approved. The motion was seconded by Commissioner Rose Gowen and carried as follow:

Ayes: Mayor Cowen, Commissioners Villarreal, Gowen, Martinez, De los Santos, and Cardenas

Will Trevino, City Attorney noted that for the record, Commissioner Linda C. Macias will be abstaining from the agenda item, since she currently serves on the BCIC Board.

Commissioner Linda C. Macias returned to the meeting, after action was taken on the agenda item.

At this time, Mayor John Cowen Jr., stepped out, due to a conflict of interest and did not participate on Agenda Item # 2.

2) Consideration and ACTION to approve a contract for depository services for up to five years with one of the following banks, listed in alphabetical order: JPMorgan Chase, Lone Star National Bank, PlainsCapital Bank, PNC Bank, and/or Texas Regional Bank; and Authorize the City Manager to negotiate and execute the contract. (Financial Services Department)

Michael Delmore, Chief Financial Officer provided a recap of the meeting held on June 20, 2023, when finance staff presented the results of a request for proposals (RFP) for depository services. The respondents were JPMorgan Chase, Lone Star National Bank, Plains Capital Bank, PNC Bank, and/or Texas Regional Bank. Staff seeks authorization for the City Manager to negotiate and execute the contract for a 5-year term, which is the maximum allowed by state law, with one or more of the respondents.

Commissioner Roy De los Santos stated that he was not inclined to make a change for the long term while the process is still flawed and suggested thinking about awarding PNC another year for one more year or awarding PNC another five years because, if a year is awarded, it gives City staff the opportunity to tweak the process so that the presentation comes in earlier rather than later.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos moved that the contract for depository services be awarded for one (1) year to PNC Bank. The motion was seconded by Commissioner Tino Villareal and carried unanimously.

Will Trevino, City Attorney noted that for the record, Mayor John Cowen, did not participate on the discussion or took action on the agenda item.

Mayor John Cowen Jr. returned to the meeting, after action was taken on the agenda item.

3) Consideration and ACTION to award ZIWA Corporation contract number TRP-87-0923, as the responsive and responsible bidder on the Brownsville Transportation Investment Generating Economic Recovery (TIGER) Rehab Project in the amount of $7,489,682.34, as budgeted. (Multimodal Transportation Department)

Joel Garza, Multimodal Director, noted that the TIGER Rehab Project is a 5-stage construction project that consists of replacing an underground storage tank (UST) system with a new aboveground storage tank (AST) system for fueling the Brownsville Metro Fleet and administrative vehicles at the Jose Colunga Maintenance yard. Other improvements include the purchase of a new Automated Bus Wash Fuel system and island, improve site storm sewer system including retention pond, new Billy Mitchell bus entrance, automated gate entry points with increased security and lighting. The proposal consists of repaving access drives and new parking areas for current bus fleet

with room for expansion. The existing equipment storage facility will be replaced for secure storage of peripheral equipment including lawn equipment, trailers and tools.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Rose Gowen moved to approve and award contract number TRP-87-0923, to ZIWA Corporation. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Tino Villarreal and Commissioner Pedro Cardenas stepped out and did not vote on Agenda Item #3.

4) **Consideration and ACTION to approve additional funding for project completion of the Communications & Marketing Department (CMD) Complex for an amount not to exceed $684,911, as budgeted, to cover the remaining costs of the CMD Complex project, including the purchase of audio and visual components, furniture, fixtures, equipment, and other related expenses. (Communications & Marketing Department)**

Manuel Chacon, Communication and Marketing Director introduced Greg Smith representative from the Windsor Group, provided a brief update of the CMD Complex project, in which requires the approval of additional funding to complete the complex. Mr. Chacon noted that the objective of the project is to better serve and further enhance the communication efforts on behalf of the city towards our residents.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Pedro Cardenas moved to approve additional funding for project completion of the Communications & Marketing Department Complex. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

BOARD APPOINTMENT(S)

1) **Consideration and ACTION on Resolution Number 2023-054, to appoint, reappoint, and/or remove members to the Ethics Advisory Commission. (Office of the City Secretary)**

Resolution Number 2023-054 was approved as follows:

Commissioner Rose Gowen moved to reappoint ***Juan M. Pequeno*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Rigo Flores*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Linda C. Macias moved to appoint ***Ismael Hinojosa*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Tino Villareal moved to reappoint ***Martin Sarkis*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Mayor John Cowen Jr., moved to reappoint ***David Merrill*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Pedro Cardenas moved to reappoint ***David Willis*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Tino Villareal and carried as follow:

Ayes: Mayor Cowen, Commissioners Villarreal, Martinez, Macias, and Cardenas

Nays: Commissioners Gowen and De los Santos

Commissioner Roy De los Santos reserved his appointment until the next scheduled meeting.

2) **Consideration and ACTION on Resolution Number 2023-050 to appoint, reappoint, and/or remove members to the Brownsville Convention and Visitors Bureau. (Convention and Visitors Bureau and Office of Space Commerce Department)**

Resolution Number 2023-050 was approved as follows:

Commissioner Linda C. Macias moved to appoint ***Claudia Lozano*** to the Brownsville Convention and Visitors Bureau. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

3) **Consideration and ACTION on Resolution Number 2023-049, to appoint, reappoint, and/or remove members to the Brownsville Border Film Commission. (Communications & Marketing Department)**

Resolution Number 2023-049 was approved as follows:

Commissioner Roy De los Santos moved to reappoint ***Jesus Trevino*** to the Brownsville Border Film Commission. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Tino Villareal moved to appoint ***David Betancourt*** to the Brownsville Border Film Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Mykel Castillo*** to the Brownsville Border Film Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Pedro Cardenas moved to reappoint ***Rosalinda Williams*** to the Brownsville Border Film Commission. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Mayor John Cowen Jr., moved to appoint ***Victor Leos*** to the Brownsville Border Film Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Linda C. Macias moved to appoint ***Carmen Nordyke*** to the Brownsville Border Film Commission. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

4) **Consideration and ACTION on Resolution Number 2023-083, to appoint, reappoint, and/or remove Regular and Alternate Members to the Board of Adjustment. (Planning & Redevelopment Department)**

Martin Vega Planning & Redevelopment Assistant Director informed the commission that the legal team suggestion was to use the same members of the Building Standard Board and the Board of Adjustments because the very limited number of cases that the board of Adjustment has.

Resolution Number 2023-083 was approved as follows:

Commissioner Rose Gowen moved to reappoint ***Dillon Vanderford*** to the Board of Adjustment. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Roy De los Santos moved to reappoint ***Howard Slackman*** to the Board of Adjustment. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Linda C. Macias moved to reappoint ***Dr. Jose Hinojosa*** to the Board of Adjustment. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Ankjaer Jensen*** to the Board of Adjustment. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Mayor John Cowen Jr., moved to reappoint ***Marcos Cardoza*** to the Board of Adjustment. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Tino Villareal reserved his appointment for the next scheduled meeting.

Item was re-opened while discussing Agenda Item #8

Commissioner Pedro Cardenas moved to appoint ***Alejandro Moreno*** to the Board of Adjustment. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

5) Consideration and ACTION on Resolution Number 2023-080, to appoint, reappoint, and/or remove members to the Parks Advisory Board Committee. (Parks and Recreation Department)

Resolution Number 2023-080 was approved as follows:

Commissioner Tino Villareal moved to appoint ***Tito Mata*** to the Parks Advisory Board Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Pedro Cardenas moved to appoint ***Eduardo Mata*** to Parks Advisory Board Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

6) Consideration and ACTION on Resolution Number 2023-079, to appoint, reappoint, and/or remove members to the Brownsville Beautification Committee. (Parks and Recreation Department)

Resolution Number 2023-079 was approved as follows:

Commissioner Pedro Cardenas moved to appoint ***Veronica Dimas*** to the Brownsville Beautification Committee. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Rose Gowen moved to reappoint ***Amanda Dave*** to the Brownsville Beautification Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Mayor John Cowen Jr., moved to reappoint ***Mary Elizabeth Hollman*** to the Brownsville Beautification Committee. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***I. Yvonne Barraza*** to the Brownsville Beautification Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Linda C. Macias moved to appoint ***Joe Lee Rubio*** to the Brownsville Beautification Committee. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Tino Villareal moved to appoint ***Belinda Eager*** to the Brownsville Beautification Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Roy De los Santos reserved his appointment for the next scheduled meeting.

7) Consideration and ACTION on Resolution Number 2023-081, to appoint, reappoint, and/or remove member(s) to the Special Needs Advisory Board for a partial and/or regular term. (Parks and Recreation Department)

Resolution Number 2023-081 was approved as follows:

Mayor John Cowen Jr., moved to appoint ***Sergio Zarate*** to the Special Needs Advisory Board. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

8) Consideration and ACTION on Resolution Number 2023-084, to appoint, reappoint, and/or remove Regular and Alternate Members to the Building and Standards Commission. (Planning & Redevelopment Department)

Resolution Number 2023-084 was approved as follows:

Commissioner Pedro Cardenas moved to appoint ***Alejandro Moreno*** to the Building and Standards Commission. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Roy De los Santos moved to appoint ***Howard Slackman*** to the Building and Standards Commission. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Rose Gowen moved to reappoint ***Larry Hollman*** to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Ankjaer Jensen*** to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Mayor John Cowen Jr., moved to appoint ***Marcos Cardoza*** to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Linda C. Macias moved to reappoint ***Jose Trevino*** to the Building and Standards Commission. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Tino Villareal reserved his appointment for the next scheduled meeting.

At this time, Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, Agenda Item #4, the Board of Adjustment Board Appointment, was reopened for discussion and action.

Commissioner Roy De los Santos moved to reopen Agenda Item #8, Building & Standards Board appointment for discussion and action. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Brief discussion ensued amongst the Commission and City staff regarding the appointment of the board members if they will serve as regular or alternate members.

Mayor John Cowen, Jr., moved to appoint ***Dillon E. Vanderford*** to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

9) Consideration and ACTION, if any, to approve Resolution Number 2023-082 to appoint, reappoint, and/or remove member(s) on the Brownsville Public Utilities Board (BPUB). (Office of the City Attorney)

Commissioner Bryan L. Martinez moved to adopt Resolution Number 2023-082 and appoint ***Gerardo Martinez*** to the Brownsville Public Utilities Board, Place 1. The motion was seconded by Commissioner Roy De los Santos and carried as follows:

Ayes: Mayor Cowen, Commissioners Villarreal, Gowen, Martinez, Macias, De los Santos and Cardenas

10) Consideration and ACTION, if any, to approve Resolution Number 2023-095 to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)

Resolution Number 2023-095 was approved as follows:

Commissioner Roy De los Santos moved to appoint ***Monica Tellam*** to the Animal Regulation and Care Advisory Committee. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Rose Gowen moved to appoint ***Lourdes Bolado*** to the Animal Regulation and Care Advisory Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Tino Villareal and Commissioner Linda C. Macias reserved their appointments for the scheduled meeting.

11) Consideration and ACTION, if any, to approve Resolution Number(s) 2023-088 through Resolution Number(s) 2023-106 (except 2023-095) to amend board and commission policies and/or to appoint, reappoint, and/or remove member(s) from the following boards and commissions: Audit & Oversight; Airport Advisory Board; Architectural Control Committee; Charter Review Committee; Greater Brownsville Incentives Corporation (GBIC); Historic Preservation Commission; Planning & Zoning Commission; Bicycle & Pedestrian Advisory Committee; Brownsville Community Improvement Corporation (BCIC); Capital Improvements Advisory Committee (CIAC); Community Improvement Corporation; LGBTQ Task Force; Main Street Advisory Board; Paseo de la Resaca Landscaping & Lighting; Public Library System Advisory Board; Transit Advisory Committee; and La Posada Task Force. (Commissioner Bryan L. Martinez and Commissioner Roy De los Santos)

Commissioner Roy De los Santos noted that the main purpose of the agenda item, was to provide the commission the authority to replace a member of the appointed board who had a pattern of excessive absences. He further noted that he has heard from constituents that boards routinely miss quorum requirements.

Commissioner Bryan L. Martinez noted that two (2) boards have canceled or not met multiple times due to lack of a quorum. He further pointed out the boards that have not met or canceled meetings due to lack of a quorum.

Resolution Number 2023-094 was approved as follows:

After a brief discussion it was determined that a vacancy needed to be filled within the Planning & Zoning Commission.

Commissioner Bryan L. Martinez moved to appoint ***David Betancourt*** to the Planning & Zoning Commission. The motion was seconded by Commissioner Roy De los Santos and carried as follow:

Ayes: Mayor Cowen, Commissioners Villarreal, Macias, Gowen, De los Santos, and Cardenas

Nays: None

Commissioner Bryan L. Martinez also noted that the Greater Brownsville Incentives Corporation (GBIC) Board, had a Board Member that reflected three (3) consecutive absences.

Commissioner Bryan L. Martinez moved to appoint Daisy Alcazar to replace Anna Oquin. The motion was seconded by Commissioner Roy De los Santos, the motion failed as follows:

Ayes: Commissioners Martinez and De los Santos

Nays: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Macias, and Cardenas

Brief discussion ensued amongst the Commission and City staff regarding the absences if they are excused and if special meetings count as well.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 9:21p.m.

Approved this 1st day of August, 2023.

_____

John Cowen, Jr.
Mayor

Attest:

_____

Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve a renewal of the current term contract for one (1) additional year for the Texas Alcohol and Drug Testing Services. TADTS provides drug and alcohol testing services for Pre-employment, random, post-accident, reasonable suspicion and promotional DOT & NON-DOT positions as budgeted. (Organizational Development and Human Resources Department)

Summary:

The City of Brownsville currently has an agreement for DOT & NON-DOT drug and alcohol testing lab services to assess, protect the public, and establish citizen confidence that employees are working safely in a drug-free environment. The current agreement is set to expire September 30, 2023. To continue providing City departments with lab services, we are requesting approval to renew the current term contract for one (1) year as budgeted.

Project Scope and Analysis:

NA

Funding:

Source: 01-231-765 Professional Services General Fund/OD & HR

Amount: $50,000.00

Local Contribution if Applicable: NA

Recommendation:

Recommendation to approve the current term contract for one (1) year for Texas Alcohol and Drug Testing Services.

Commission Pillar:

Governance

Attachments:

1. TADTS Second Renewal Pending vendor signature

City of Brownsville
Purchasing & Contract Services Department

Second Renewal to Contract for Alcohol and Drug Testing Services
DAS-48-0820

This **SECOND Renewal** ("Amendment") to the Contract Alcohol and Drug Testing Services **DAS-48-0820** ("Agreement") by and between The City of Brownsville ("City"), a Texas municipal corporation, and Texas Alcohol and Drug Testing Services., ("Consultant"), is entered into after approval by City Commission and/or City Manager, and as to the last party to sign the Amendment as dated below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties".

WHEREAS, the City and Consultant now desire to Renew the Agreement as stated herein.

The Second renewal of the contract will be from October 01, 2023, through September 30, 2024.

- Initial contract term was from October 01, 2020, through September 30, 2022.
- First Renewal was from October 01, 2022, through September 30, 2023.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to the Agreement as of the date last written below.

Texas Alcohol and Drug Testing Services

By: _____

Date: _____

City of Brownsville, Texas

By: _____
Mayor, City of Brownsville

Date: _____

"Approved as to Form and Legality
This 20th day of June 2023
Title Asst CA
Office of the Brownsville City Attorney"

August 9, 2022

Attn:

Texas Alcohol and Drug Testing Service
411 LANTERN BEND DR., STE 210
Fort Worth, TX 76102
(218) 444-1025

RE: #DAS-48-0820 Alcohol and Drug Testing Services

Please be advised that the original contract with Texas Alcohol and Drug Testing Services was awarded October 1, 2020 for Alcohol and Drug Testing Services until contract expiration September 30, 2022. The City of Brownsville will like the exercise the option under Section 4 of Page 2 of the Contract:

4. Terms of Agreement

The initial contract period shall commence on October 1, 2020, and shall end on September 30, 2022, with a two (2) year term with three (3) one (1) year renewal/extensions ending on September 30, 2026.

I would like to officially request to **renew** term contract number **#DAS-48-0820** from October 1, 2022, to September 30, 2023. All cost, terms and conditions shall remain firm from the initial contract period and for renewal period.

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank you,

Dr. Antonio L. Caldwell

Purchasing and Contract Manager

Acknowledge receipt of renewal letter by signing below, emailing to purchasing@brownsvilletx.gov

Texas Alcohol and Drug Testing Service

August 19, 2022
Date

Purchasing & Contract Services Department
City Hall 1001 E. Elizabeth St. 1st Floor
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail: purchasing@cob.us

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR Drug and Alcohol Screening Services for the City of Brownsville
#DAS-48-0820

This Agreement is entered into as of Thursday, August 20, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and Texas Alcohol and Drug Testing Service hereinafter referred to as ("CONTRACTOR").

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in

Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed

to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Texas Alcohol and Drug Testing Service
411 Lantern Bend Drive, Suite 210
Houston, Texas, 77090

If to CITY: City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE
Signature: _____
Print Name: Tracy Mendez
Title: Mayor
Date: 09/05/2020

CONTRACTOR
Signature: _____
Print Name: LARRY BAUSKE
Title: PRESIDENT/OWNER
Date: 8/21/2020

"Approved as to Form and Legality
This 25 day of August 2020
Title Asst City Atty
Office of the Brownsville City Attorney"

General Intention

The City of Brownsville is requesting qualified vendors/firms that can adequately demonstrate resources, experience and qualifications necessary to provide pre-employment drug screening/ laboratory testing services; ensures that laboratory services meet City, State and Federal standards; ensure quality, yet be cost effective, laboratory services delivery system; maintain adequate records on drug screens/laboratory services ordered as well as patient profiles; audit laboratory services' delivery system; with lab collection facilities located in Brownsville (City limits) to service City walk in employees in a timely fashion 24x7 (twenty four hours per day – 7 days per week – 365 days per year). In addition, vendor/firms must adequately demonstrate resources, experience and qualifications necessary to perform and/or provide DOT and Non-DOT drug and alcohol screening services in accordance with the City of Brownsville Substance Abuse Policies to support the City of Brownsville's Alcohol and Substance Abuse Workplace and Drug Free Workplace policies.

The City of Brownsville also has a transit department and is required that all testing for Brownsville Metro the city's transit department be conducted in accordance with the Omnibus Transportation Employees Testing Act of 1991 and the Department of Transportation and Federal Transit Administration regulations.

The City will require the respondent to conduct substance urine specimen analysis for pre-employment (approximately 200-250 screenings per year), return to duty, post-accident, reasonable suspicion, random (175-200 screening per year) and alcohol testing for post-accident, reasonable suspicion and random with the proper follow-up laboratory testing results. For Brownsville Metro (B-Metro) safety-sensitive employees, the proposer will conduct urine specimen analysis for pre-employment, random, reasonable suspicion, and post-accident and alcohol testing for post-accident, reasonable suspicion and random with the proper follow-up laboratory testing results. **The City of Brownsville including B-Metro has a Zero Tolerance Workplace Policy**. The City of Brownsville and B-Metro safety-sensitive employees failing to pass a drug and/or alcohol test will be terminated. Laboratories will be expected to provide expert witnesses to defend the integrity of their analytical procedures.

In order to ensure that the employees of the City of Brownsville have quality, laboratory services will be available to perform diagnostic test upon request; diagnostic test will be performed in an expedient manner. Selection will be based on the proposal showing the highest demonstrated competence and qualifications for the services to be performed.

Scope of Services

The intent of this agreement is to obtain the professional Medical laboratory services of a medical professional with demonstrated relevant experience:

The work shall include but not be limited to the following:

A. Test other than "stat" must be performed & results returned within forty-eight (48) hours (exemptions being those tests which require a longer incubation period – these tests would mandate that the results be returned within forty-eight (48) hours after the completion of the incubation period).
B. Laboratory services must have an established mechanism (i.e. courier service) by which to retrieve specimens from the various locations (City buildings, accident site, hospitals, etc.)
C. Laboratory/Diagnostic facility must be State certified and must meet all State and Federal laws. Laboratory/Diagnostic facility must maintain a level of liability insurance that is comparable with other diagnostic facilities in South Texas.

D. Laboratory/Diagnostic facility must submit copies of medical certification of all staff including:
    1. DOT Collector's Certification
    2. Medical Review Officer Certification
    3. Proof of Certification – Intoxilyzer for Alcohol testing
    4. Substance Abuse Professional

E. If performing on-site service, specimens will be taken by collector at all locations and as needed.
F. Contractor will be reimbursed for travel of after-hours and all mobile collections.
G. Identify reports with patient name, date of birth and identification number.
Positive drug screen results will follow DOT and Federally Mandate Guidelines

I. DOT & NON DOT Drug Screens

Contractor will provide via a **secure on-line service** to the attention of the City of Brownsville Organizational & Development & Human Resources Director. (City of Brownsville OD & HR Director will provide successful vendor the phone and fax number of the Designated Employee Representative authorized to receive confidential drug test results, in order to ensure employee confidentiality in compliance with HIPPA requirements.)
All HIPPA requirements shall be fully complied with at all times during this contract. Response time for testing results to be directed to City designee will be no more than (from the time that the test sample has been drawn):

A. w/ negative results – 48 hours max.
B. w/ positive results – 48-72 hours max

1. Donor has results confirmed and verified by Medical Review Officer (MRO) and MRO has contacted donor with results

2. Medical Review Officer (MRO) unable to contact employee within 10 days of date when MRO received confirmed test result.

Please note that the schedule is subject to change due to holidays and/or inclement weather.
Contractor must meet the City of Brownsville for Drug and Alcohol Screening Services guidelines:

A. Mandatory guidelines and regulations in accordance with the requirements of 49 CFR Part 40, and Drug-Free Workplace Act. (available upon request)

B. Provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine and blood specimens for non-DOT collections.

C. Provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for DOT collections.

D. Assure security and validity of urine specimens, maintenance of a proper chain of custody for the specimens and accurate records thereof in compliance with 49 CFR Part 40 for DOT required specimens.

E. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.

F. Must provide alcohol and drug screening Services for Fire Department.

G. Analyze the following hair screening testing for entry/promotion of all Fire Department employees: 6 Panel

NON-DOT, **HAIR FOLLICLE** Drug Screening Test, 6 Panel
Tetrahydrocannabinol (THC)
Cocaine Metabolite
Amphetamines
Phencyclidine (PCP)
OPI (includes Heroin, 6-MAM, 6- Monoacetylmorphine)
Methamphetamines
Confirmation with GC/MS

H. Analyze **NON-DOT** urine specimens for the following pre-employment and random substances:10 panel

Amphetamines
Barbiturates
Benzodiazepines
Cocaine Metabolite
Marijuana Metabolite
Methadone
Methaqualone
Opiates
Phencyclidine
Propoxyphene

I. Analyze **DOT** mandated urine specimens for the following pre-employment substances: 5 panel

Amphetamines
Cocaine Metabolite

Marijuana Metabolite
Opiates Metabolite
Phencyclidine

J. Use an immunoassay screening which meets the DOT requirements set forth in DOT Rule 49 CFR Part 40 Section 40.87 and the DHHS requirements program using the following cutoff levels:

1. Marijuana Metabolite50ng/ml
2. Cocaine Metabolite300ng/ml
3. Phencyclidine (PCP)25ng/ml
4. Amphetamines1000ng/ml
5. Opiate Metabolites2000ng/ml

K. Analyze specimens identified as positive on the initial test using gas chromatography/mass
spectrometry (GC/MS) techniques at the following cutoff levels that went into effect on 10/01/2010:

Initial test Analyte	Initial test cutoff concentration	Confirmatory Test Analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA1	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine2	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6–Acetylmorphine	10 ng/mL	6–Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines3			
AMP/MAMP4	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine5	250 ng/mL.
MDMA	500 ng/mL	MDMA	250 ng/mL.
		MDA	250 ng/mL.
		MDEA	250 ng/mL

1For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

2An immunoassay must be calibrated with the target analyte, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
3Alternate technology (THCA and Benzoylecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoylecgonine).
4Methylenedioxymethamphetamine (MDMA).
5Methylenedioxyamphetamine (MDA).

That all drug testing laboratory results must be reviewed by a qualified MRO in accordance wit h the 49 CFR Subpart G, Part 40 and applicable DOT agency rules.

L. That the collection site to be used shall have at a minimum the following qualifications:

1. License to do laboratory services/business in the State of Texas.
2. Certification by the U.S. Department of Health & Human Services Substance Abuse and Mental Health Services Administration.
3. DOT approve to meet HHS laboratory certification standards of Subpart C of Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29916, 29925).
4. Demonstrate ability to meet the response time specified.
5. Demonstrate ongoing implementation of HHS and DOT prescribed procedures and controls on accuracy and confidentiality of testing, reporting, record keeping a nd specimen handling.
6. Provide a Substance Abuse Professional (SAP) in accordance with DOT regulations procedures under 49 CFR Subpart O of Part 40.

I. Alcohol Screens/Breathalyzer

A. Conduct breath alcohol testing consistent with 49 CFR Part 40, Subparts J through N.
B. The initial screen test must be conducted using an evidential breath testing devic e (EBT) or a non- evidential alcohol screen device (ASD) using breath. The confirmatory test can only be conducted using an EBT as indicated below:

	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL
ALCOHOL CONCENTRATION	0.00 – 0.019	None Required
	0.02 – 0.039	Perform
	0.04 +	Perform

C. EBTs (Evidential Breath Tester's) on the NHTSA (National Highway Traffic Safety Administration)
CPL (Conforming Products List) for evidential devices that meet the requirements o f paragraph (b) of EXHIBIT A of this section are the only devices you may use to conduct alcohol c onfirmation tests under this part. Note that, among devices on the CPL for EBTs, only

those devices listed without an asterisk (*) are authorized for use in confirmation testing in the DOT alcohol testing program.

1. To conduct a confirmation test, you must use an EBT that has the following capabilities:
2. Provides a printed triplicate result (or three consecutive identical copies of a result) of each breath test;
3. Assigns a unique number to each completed test, which the BAT and employee can read before each test and which is printed on each copy of the result;
4. Prints, on each copy of the result, the manufacturer's name for the device, its serial number, and the time of the test;
5. Distinguishes alcohol from acetone at the 0.02 alcohol concentration level;
6. Tests an air blank; and
7. EBTs (Evidential Breath Tester's) shall be calibrated every thirty (30) days and after every positive reading.

D. There must be 24 hour per day availability of drug screening and alcohol testing for random, reasonable suspicion and post-accident testing.

E. Upon request, qualified personnel will provide expert testimony for judicial and administrative proceedings. These personnel shall be able to testify to the following, and whether they were properly applied:

1. Qualifications of laboratory and its personnel;
2. Quality control procedures for each analytical method employed;
3. Overall laboratory policies and quality control procedures;
4. Procedure for transportation and storage of specimens;
5. Chain of custody of evidence;
6. Performance characteristics of each testing method used;
7. Detection limits for each methodology; and
8. Physiological and chemical factors that form the basis for reliability of the test(s) for the substance at issue;

II. Other Requirements

A. Provide substance abuse training to all covered employees and must include:

1. A general education component
2. Training for all safety-sensitive employees
3. Training for all City supervisors and/or other staff/officers authorized by the City to make reasonable suspicion determinations.

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. NHTSA–2017–0053]

Highway Safety Programs; Conforming Products List of Evidential Breath Alcohol Measurement Devices

AGENCY: National Highway Traffic Safety Administration, Department of Transportation.

ACTION: Notice.

SUMMARY: This notice updates the Conforming Products List (CPL) published in the **Federal Register** on June 14, 2012 (77 FR 35747) for instruments that conform to the Model Specifications for Evidential Breath Alcohol Measurement Devices dated, September 17, 1993 (58 FR 48705). This notice also informs the public that all future updates to the CPL will be posted on NHTSA's Web site.

DATES: Applicable November 2, 2017.

FOR FURTHER INFORMATION CONTACT: *For technical issues:* Dr. Randolph Atkins, Behavioral Research Division, NPD–310, National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE., Washington, DC 20590; Telephone: (202) 366–5597.

For legal issues: Megan Brown, Office of Chief Counsel, NCC–300, National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE., Washington, DC 20590; Telephone: (202) 366–1834.

SUPPLEMENTARY INFORMATION: On November 5, 1973, the National Highway Traffic Safety Administration (NHTSA) published the Standards for Devices to Measure Breath Alcohol (38 FR 30459). A Qualified Products List of Evidential Breath Measurement Devices comprised of instruments that met this standard was first issued on November 21, 1974 (39 FR 41399).

On December 14, 1984 (49 FR 48854), NHTSA converted this standard to Model Specifications for Evidential Breath Testing Devices (Model Specifications), and published a Conforming Products List (CPL) of instruments that were found to conform to the Model Specifications as Appendix D to that notice. Those instruments are identified on the CPL with an asterisk.

On September 17, 1993, NHTSA published a notice to amend the Model Specifications (58 FR 48705) and to update the CPL. That notice changed the alcohol concentration levels at which instruments are evaluated, from 0.000, 0.050, 0.101, and 0.151 BAC, to 0.000, 0.020, 0.040, 0.080, and 0.160 BAC, respectively. It also included a test for the presence of acetone and an expanded definition of alcohol to include other low molecular weight alcohols, *e.g.*, methyl or isopropyl. Since that time, the CPL has been annotated to indicate which instruments have been determined to meet the Model Specifications published in 1984, and which have been determined to meet the Model Specifications, as revised and published in 1993. Thereafter, NHTSA has periodically updated the CPL with those breath instruments found to conform to the Model Specifications. The most recent update to the CPL was published June 14, 2012 (77 FR 35747).

NHTSA published the 1974 Qualified Products List, the 1984 CPL and all succeeding updates to the CPL in the **Federal Register**. Future updates of the CPL will be posted on the NHTSA Web site (*https://www.nhtsa.dot.gov/drunk-driving/alcohol-measurement-devices*) rather than to the **Federal Register**. Online publication will make it easier for users to access the most recent CPL and will allow NHTSA to make more timely updates to the CPL. NHTSA will continue to publish any amendments to the Model Specifications in the **Federal Register**.

The CPL published today adds twelve (12) new instruments that have been evaluated and found to conform to the Model Specifications, as amended on September 17, 1993 for mobile and non-mobile use. One instrument is distributed by two different companies, so it has been listed twice. One manufacturer changed their legal name. One manufacturer added a new product option for USB and Ethernet connectivity. One manufacturer added a Bluetooth keyboard accessory to two (2) devices and a calibration accessory for seven (7) of its devices. These devices were found to conform with or without the accessories. Another seven (7) instruments are now being listed under a different distributer/manufacturer and those devices will be cross-referenced for legacy purposes. In alphabetical order by company, the new devices are:

(1) The "AlcoMate TS600" distributed by AK GlobalTech Corporation, Palisades Park, New Jersey. This device will be known as the Alcoscan ALP–1 outside of the U.S. The AlcoMate TS600 is a hand-held device with an electrochemical (EC) fuel cell sensor. This device is powered by internal batteries and is intended for mobile or stationary operations.

(2) The "Intoxilyzer 500" manufactured by CMI, Inc., Owensboro, Kentucky. This instrument is currently listed on the CPL for Alcohol Screening Devices and will be removed when that CPL is updated. Improvements to the device's sampling system allow it to conform as an EBT. It is a hand-held instrument intended for use in mobile or stationary operations. It uses a fuel cell sensor and is powered by an internal battery. The Intoxilyzer 500 is also distributed as the Lion Alcolmeter 500 by Lion Laboratories outside the U.S., so it has been listed twice on the CPL, once under each of its distributors/manufacturers.

(3) The "Intoxilyzer 9000" manufactured by CMI, Inc., Owensboro, Kentucky. This is a bench-top device that is intended for use in mobile or stationary operations. This device uses an infrared (IR) sensor to measure ethanol concentration. The Intoxilyzer 9000 can be powered by either 110 volts alternate current (AC) or 12 volts direct current (DC).

(4) The "Alcotest 3820" manufactured by Draeger, Inc., Irving, Texas. The Alcotest 3820 is a hand-held device that uses an electrochemical (EC) fuel cell sensor to measure ethanol concentration. This instrument is powered by internal batteries and is intended for use in stationary or mobile operations.

(5) The "Alcotest 5510" manufactured by Draeger, Inc., Irving, Texas. The Alcotest 5510 is a hand-held device that uses an electrochemical (EC) fuel cell senor to measure ethanol. This device is powered by internal batteries and is intended for use in mobile or stationary operations.

(6) The "Alcotest 5820" manufactured by Draeger, Inc., Irving, Texas. The Alcotest 5820 is a hand-held device that uses an electrochemical (EC) fuel cell senor to measure ethanol. This device is powered by internal batteries and is intended for use in mobile or stationary operations.

(7) The "Alcotest 6820" manufactured by Draeger, Inc., Irving, Texas. The Alcotest 6820 is a hand-held device that uses an electrochemical (EC) fuel cell senor to measure ethanol. This device is powered by internal batteries and is intended for use in mobile or stationary operations.

(8) The "AlcoQuant 6020 Plus" manufactured by EnviteC, Wismar, Germany and distributed by Honeywell GmbH, Fond du Lac, Wisconsin. The AlcoQuant 6020 Plus is a hand-held device with a fuel cell sensor. This device is powered by internal batteries and is intended for use in mobile and stationary operations.

(9) The Alco-Sensor FST manufactured by Intoximeters, Inc., Saint Louis, Missouri. The Alco-Sensor

FST is a hand-held Evidential Breath Tester that uses an electrochemical (EC) fuel cell sensor to measure ethanol concentration. This instrument is powered by internal batteries and is intended for use in stationary or mobile operations.

(10) The Intox DMT Dual Sensor manufactured by Intoximeters, Inc., Saint Louis, Missouri. The Intox DMT Dual Sensor is a bench-top Evidential Breath Tester that is intended for use in stationary or mobile operations. This device uses both an infrared (IR) sensor and an electrochemical (EC) fuel cell sensor. The Intox DMT Dual Sensor can be powered by either 110 volts AC or 12 volts DC.

(11) The "Intox EC/IR II.t" manufactured by Intoximeters, Inc, Saint Louis, Missouri. This is a bench-top device intended for use in mobile or stationary operations. This device uses both an electrochemical (EC) fuel cell sensor and an infrared (IR) sensor to measure ethanol concentrations. The Intox EC/IR II.t can be powered by either 110 volts AC or 12 volts DC.

(12) The "FC10Plus" manufactured by Lifeloc Technologies, Inc., Wheat Ridge, Colorado. This is a hand-held device that is intended for use in mobile or stationary operations. This device uses a fuel cell sensor and is powered by internal batteries.

This update indicates that two (2) devices (the Phoenix 6.0 and the FC20, manufactured by Lifeloc Technologies, Inc., Wheat Ridge, Colorado) come with Bluetooth keyboard support and five additional fields that users can use to enter additional information. With these features, these devices will be listed on the CPL as the "Phoenix 6.0BT" and the "FC20BT". This update indicates also that seven (7) devices manufactured by Lifeloc come with the EASYCAL calibration accessory. Those devices include the FC10, FC10Plus, FC20, FC20BT, EV30, Phoenix 6.0 and the Phoenix 6.0BT. The CPL specifies that each of these devices conforms to the model specifications "w/or without the EASYCAL accessory."

Intoximeters, Inc., Saint Louis, Missouri acquired the breath alcohol testing business of National Patent Analytical Systems, Inc. (NPAS). Since there have been no changes to the devices other than ownership and a device name change, all six devices previously listed under NPAS (BAC DataMaster (with or without the Delta-1 accessory), BAC Verifier DataMaster (w/or without the Delta-1 accessory), DataMaster cdm (w/or without the Delta-1 accessory), DataMaster DMT w/ Fuel Cell option, DataMaster DMT w/ Rev A Fuel Cell option, and DataMaster DMT) will now be listed under both Intoximeters and NPAS. The NPAS DataMaster DMT will now be known as the Intoximeters Intox DMT. Accordingly, this device will be listed under Intoximeters under both names.

The CPL has been updated to reflect that Draeger Safety Diagnostics, Inc. will begin operating under the name Draeger, Inc. effective July 1, 2017 in order to align all sales and service operations for Draeger in the United States.

In accordance with the foregoing, the CPL is updated, as set forth below.

CONFORMING PRODUCTS LIST OF EVIDENTIAL BREATH MEASUREMENT DEVICES

Manufacturer/Distributor and model	Mobile	Non-mobile
AK GlobalTech Corporation, Palisades Park, New Jersey:		
AlcoMate TS600 (aka: Alcoscan ALP–1 outside the U.S.)	X	X
Alcohol Countermeasure Systems Corp., Toronto, Ontario, Canada:		
Alert J3AD*	X	X
Alert J4X.ec	X	X
PBA3000C	X	X
SAFIR Evolution	X	X
BAC Systems, Inc., Ontario, Canada:		
Breath Analysis Computer*	X	X
CAMEC Ltd., North Shields, Tyne and Ware, England:		
IR Breath Analyzer*	X	X
CMI, Inc., Owensboro, Kentucky:		
Intoxilyzer Model:		
200	X	X
200D	X	X
240 (aka: Lion Alcolmeter 400+ outside the U.S.)	X	X
300	X	X
400	X	X
400PA	X	X
500 (aka: Lion Alcolmeter 500 outside the U.S.)	X	X
600 (aka: Lion Alcolmeter 600 outside the U.S.)	X	X
1400	X	X
4011*	X	X
4011A*	X	X
4011AS*	X	X
4011AS–A*	X	X
4011AS–AQ*	X	X
4011 AW*	X	X
4011A27–10100*	X	X
4011A27–10100 with filter*	X	X
5000	X	X
5000 (w/Cal. Vapor Re-Circ.)	X	X
5000 (w/"A" ID Hose option)	X	X
5000CD	X	X
5000CD/FG5	X	X
5000EN	X	X
5000 (CAL DOJ)	X	X
5000VA	X	X
8000	X	X
9000	X	X

CONFORMING PRODUCTS LIST OF EVIDENTIAL BREATH MEASUREMENT DEVICES—Continued

Manufacturer/Distributor and model	Mobile	Non-mobile
9000 (serial numbers 90–000500 and above)	X	X
PAC 1200*	X	X
S–D2	X	X
S–D5 (aka: Lion Alcolmeter SD–5 outside the U.S.)	X	X
Draeger, Inc. (aka: Draeger Safety Diagnostics, Inc. or National Draeger) Irving, Texas:		
Alcotest Model:		
3820	X	X
5510	X	X
5820	X	X
6510	X	X
6810	X	X
6820	X	X
7010*	X	X
7110*	X	X
7110 MKIII	X	X
7110 MKIII–C	X	X
7410	X	X
7410 Plus	X	X
7510	X	X
9510	X	X
Breathalyzer Model:		
900	X	X
900A*	X	X
900BG*	X	X
7410	X	X
7410–II	X	X
EnviteC, Wismar, Germany, distributed by Honeywell GmbH, Fond du Lac, Wisconsin:		
AlcoQuant 6020	X	X
AlcoQuant 6020 Plus	X	X
Gall's Inc., Lexington, Kentucky:		
Alcohol Detection System-A.D.S. 500	X	X
Guth Laboratories, Inc., Harrisburg, Pennsylvania:		
Alcotector BAC–100	X	X
Alcotector C2H5OH	X	X
Guth 38	X	X
Intoximeters, Inc., St. Louis, Missouri:		
Auto Intoximeter*	X	X
GC Intoximeter MK II*	X	X
GC Intoximeter MK IV*	X	X
Photo Electric Intoximeter*	.....	X
Intoximeter Model:		
3000	X	X
3000 (rev B1)*	X	X
3000 (rev B2)*	X	X
3000 (rev B2A)*	X	X
3000 (rev B2A) w/FM option*	X	X
3000 (Fuel Cell)*	X	X
3000 D*	X	X
3000 DFC*	X	X
Alcomonitor	.....	X
Alcomonitor CC	X	X
Alco-Sensor III	X	X
Alco-Sensor III (Enhanced with Serial Numbers above 1,200,000)	X	X
Alco-Sensor IV	X	X
Alco-Sensor IV XL	X	X
Alco-Sensor V	X	X
Alco-Sensor V XL	X	X
Alco-Sensor AZ	X	X
Alco-Sensor FST	X	X
Intox DMT Dual Sensor	X	X
Intox EC/IR	X	X
Intox EC/IR II	X	X
Intox EC/IR II (Enhanced with serial number 10,000 or higher)	.....	X
Intox EC/IR II.t	X	X
Portable Intox EC/IR	X	X
RBT–AZ	X	X
RBT–III	X	X
RBT III–A	X	X
RBT IV	X	X
RBT IV with CEM (cell enhancement module)	X	X
(Also Listed under National Patent Analytical Systems, Inc.) BAC DataMaster (with or without the Delta-1 accessory)	X	X

CONFORMING PRODUCTS LIST OF EVIDENTIAL BREATH MEASUREMENT DEVICES—Continued

Manufacturer/Distributor and model	Mobile	Non-mobile
BAC Verifier DataMaster (w/or without the Delta-1 accessory)	X	X
DataMaster cdm (w/or without the Delta-1 accessory)	X	X
DataMaster DMT w/Fuel Cell option	X	X
DataMaster DMT w/Rev A Fuel Cell option	X	X
DataMaster DMT (aka: Intox MT)	X	X
Intox DMT (aka: DataMaster DMT)	X	X
Komyo Kitagawa, Kogyo, K.K., Japan:		
Alcolyzer DPA-2*	X	X
Breath Alcohol Meter PAM 101B*	X	X
Lifeloc Technologies, Inc., (formerly Lifeloc, Inc.), Wheat Ridge, Colorado:		
EV 30 (w/or without EASYCAL accessory)	X	X
FC 10 (w/or without EASYCAL accessory)	X	X
FC10Plus (w/or without EASYCAL accessory)	X	X
FC 20 (w/or without EASYCAL accessory)	X	X
FC20BT (w/or without EASYCAL accessory)	X	X
LifeGuard Pro	X	X
Phoenix	X	X
Phoenix 6.0 (w/or without EASYCAL accessory)	X	X
Phoenix 6.0BT (w/or without EASYCAL accessory)	X	X
Lion Laboratories, Ltd., Cardiff, Wales, United Kingdom:		
Alcolmeter Model:		
300	X	X
400	X	X
400+ (aka: Intoxilyzer 240 in the U.S.)	X	X
500 (aka: Intoxilyzer 500 in the U.S.)	X	X
600 (aka: Intoxilyzer 600 in the U.S.)	X	X
EBA*	X	X
SD–2*	X	X
SD–5 (aka: S–D5 in the U.S.)	X	X
Intoxilyzer Model:		
200	X	X
200D	X	X
1400	X	X
5000 CD/FG5	X	X
5000 EN	X	X
Luckey Laboratories, San Bernardino, California:		
Alco-Analyzer Model:		
1000*	.....	X
2000*	.....	X
Nanopuls AB, Uppsala, Sweden:		
Evidenzer	X	X
National Patent Analytical Systems, Inc. (NPAS), Mansfield, Ohio:		
BAC DataMaster (with or without the Delta-1 accessory).		
BAC Verifier DataMaster (w/or without the Delta-1 accessory)	X	X
DataMaster cdm (w/or without the Delta-1 accessory)	X	X
DataMaster DMT (aka: Intox DMT)	X	X
DataMaster DMT w/Fuel Cell option SN: 555555	X	X
DataMaster DMT w/Rev A Fuel Cell option SN: 100630	X	X
Omicron Systems, Palo Alto, California:		
Intoxilyzer Model:		
4011*	X	X
4011AW*	X	X
PAS International, Fredericksburg, Virginia:		
Alcovisor Jupiter	X	X
Alcovisor Mercury	X	X
Mark V Alcovisor	X	X
Plus 4 Engineering, Minturn, Colorado:		
5000 Plus 4*	X	X
Seres, Paris, France:		
Alco Master	X	X
Alcopro	X	X
Siemans-Allis, Cherry Hill, New Jersey:		
Alcomat*	X	X
Alcomat F*	X	X
Smith and Wesson Electronics, Springfield, Massachusetts:		
Breathalyzer Model:		
900*	X	X
900A*	X	X
1000*	X	X
2000*	X	X
2000 (non-Humidity Sensor)*	X	X
Sound-Off, Inc., Hudsonville, Michigan:		

CONFORMING PRODUCTS LIST OF EVIDENTIAL BREATH MEASUREMENT DEVICES—Continued

Manufacturer/Distributor and model	Mobile	Non-mobile
AlcoData	X	X
Seres Alco Master	X	X
Seres Alcopro	X	X
Stephenson Corp.:		
Breathalyzer 900*	X	X
Tokai-Denshi Inc., Tokyo, Japan:		
ALC–PRO II (US)	X	X
U.S. Alcohol Testing, Inc./Protection Devices, Inc., Rancho Cucamonga, California:		
Alco-Analyzer 1000		X
Alco-Analyzer 2000		X
Alco-Analyzer 2100	X	X
Verax Systems, Inc., Fairport, New York:		
BAC Verifier*	X	X
BAC Verifier Datamaster	X	X
BAC Verifier Datamaster II*	X	X

*Instruments marked with an asterisk (*) meet the Model Specifications detailed in 49 FR 48854 (December 14, 1984) (*i.e.*, instruments tested at 0.000, 0.050, 0.101, and 0.151 BAC). Instruments not marked with an asterisk meet the Model Specifications detailed in 58 FR 48705 (September 17, 1993), and were tested at BACs = 0.000, 0.020, 0.040, 0.080, and 0.160. All instruments that meet the Model Specifications currently in effect (dated September 17, 1993) also meet the Model Specifications for Screening Devices to Measure Alcohol in Bodily Fluids.

Authority: 44 U.S.C. Section 3506(c)(2)(A).

Issued in Washington, DC, on October 30, 2017.

Jeff Michael,

Associate Administrator, Research and Program Development.

[FR Doc. 2017–23869 Filed 11–1–17; 8:45 am]

BILLING CODE 4910–58–P

DEPARTMENT OF THE TREASURY

Community Development Financial Institutions Fund

Funding Opportunity Title: Notice of Guarantee Availability (NOGA) Inviting Qualified Issuer Applications and Guarantee Applications for the Community Development Financial Institutions (CDFI) Bond Guarantee Program

Announcement Type: Announcement of opportunity to submit Qualified Issuer Applications and Guarantee Applications.

Catalog of Federal Domestic Assistance (CFDA) Number: 21.011.

Key Dates: Qualified Issuer Applications and Guarantee Applications may be submitted to the CDFI Fund starting on the date of publication of this NOGA. In order to be considered for the issuance of a Guarantee in FY 2018, Qualified Issuer Applications must be submitted by 11:59 p.m. Eastern Standard Time (EST) on January 9, 2018 and Guarantee Applications must be submitted by 11:59 p.m. EST on January 23, 2018. If applicable, CDFI Certification Applications must be received by the CDFI Fund by 11:59 p.m. EST on November 30, 2017. Under FY 2018 authority, which is contingent upon Congressional authorization, Bond Documents and Bond Loan documents must be executed, and Guarantees will be provided, in the order in which Guarantee Applications are approved or by such other criteria that the CDFI Fund may establish, in its sole discretion, and in any event by September 30, 2018.

Executive Summary: This NOGA is published in connection with the CDFI Bond Guarantee Program, administered by the Community Development Financial Institutions Fund (CDFI Fund), the U.S. Department of the Treasury (Treasury). Through this NOGA, the CDFI Fund announces the availability of $500 million of Guarantee Authority in FY 2018, contingent upon Congressional authorization. This NOGA explains application submission and evaluation requirements and processes, and provides agency contacts and information on CDFI Bond Guarantee Program outreach. Parties interested in being approved for a Guarantee under the CDFI Bond Guarantee Program must submit Qualified Issuer Applications and Guarantee Applications for consideration in accordance with this NOGA.

Capitalized terms used in this NOGA and not defined elsewhere are defined in the CDFI Bond Guarantee Program regulations (12 CFR 1808.102) and the CDFI Program regulations (12 CFR 1805.104).

I. Guarantee Opportunity Description

A. *Authority.* The CDFI Bond Guarantee Program was authorized by the Small Business Jobs Act of 2010 (Pub. L. 111–240; 12 U.S.C. 4713a) (the Act). Section 1134 of the Act amended the Riegle Community Development and Regulatory Improvement Act of 1994 (12 U.S.C. 4701, *et seq.*) to provide authority to the Secretary of the Treasury (Secretary) to establish and administer the CDFI Bond Guarantee Program.

B. *Bond Issue size; Amount of Guarantee authority.* In FY 2018, the Secretary may guarantee Bond Issues having a minimum Guarantee of $100 million each, up to an aggregate total of $500 million, contingent upon Congressional authorization.

C. *Program summary.* The purpose of the CDFI Bond Guarantee Program is to support CDFI lending by providing Guarantees for Bonds issued for Eligible Community or Economic Development Purposes, as authorized by section 1134 and 1703 of the Act. The Secretary, as the Guarantor of the Bonds, will provide a 100 percent Guarantee for the repayment of the Verifiable Losses of Principal, Interest, and Call Premium of Bonds issued by Qualified Issuers. Qualified Issuers, approved by the CDFI Fund, will issue Bonds that will be purchased by the Federal Financing Bank. The Qualified Issuer will use 100 percent of Bond Proceeds to provide Bond Loans to Eligible CDFIs, which will use Bond Loan proceeds for Eligible Community and Economic Development Purposes, including providing Secondary Loans to Secondary Borrowers.

D. *Review of Guarantee Applications, in general.*

1. Qualified Issuer Applications submitted with Guarantee Applications will have priority for review over Qualified Issuer Applications submitted without Guarantee Applications. With the exception of the aforementioned prioritized review, all Qualified Issuer Applications and Guarantees

EXHIBIT "B"

The term of this contract agreement consist of a two (2) year base period (Primary Term) that shall commence upon approval by the City Commission on October 1, 2020, and end on September 30, 2022. The City of Brownsville reserves the option to renew the term of this contract annually for three (3) one (1) year terms each (Secondary Term), subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All costs, terms and conditions shall remain firm for the initial period of the contract period.

EXHIBIT "C"

COMPENSATION, FEES, AND COMMISSIONS

Description of Services	Price of Services
After Hours and Mobile Collections	$65.00/hr (2 hr min) + testing fee's
Full Litigation Packet	$135.00 ea
Medical Review Officer (MRO) Testimony for Local MRO	$250.00/hr
Medical Review Officer (MRO) Testimony requiring extensive travel which necessitates a trip to a location overnight	$1,200.00/day
Expert Testimony In Person	$175.00/hr
Expert Testimony Via Telecommunication	$125.00/hr
Alcohol and Drug Screening Services	
Random Testing Program Management	Included in pricing
***DOT BREATH ALCOHOL** Screen Test, with Confirmation*	$30.00 by TADTS Technician $50.00 by Non-TADTS Technician
Type text here	
***Non-DOT BREATH ALCOHOL** Screen Test with Confirmation*	$30.00 by TADTS Technician $50.00 by Non-TADTS Technician
***DOT URINE** Drug Screening Test with Confirmation-5 Panel:* 1. Marijuana 2. Cocaine 3. Opiates (including 6-MAM) 4. Phencyclidine (PCP) 5. Amphetamines (including MDMA)	$35.00 by TADTS Technician $55.00 by Non-TADTS Technician

Description of Services	Price of Services
Non-DOT, *URINE Drug Screening Test with Confirmation-11 Panel:* 1. THC 2. Amphetamines 3. Opiates 4. Phencyclidine 5. Cocaine Metabolite 6. Benzodiazepines 7. Barbiturates 8. Methadone 9. Methaqualone 10. Propoxyphene 11. Oxicodone Immunoassay (Ia) Screening and Gas Chromatography and Mass Spectrometry (Gc/Ms) Techniques	$35.00 by TADTS Technician $55.00 by Non-TADTS Technician
Non-DOT, *URINE Drug Screening and Confirmation Test - 10 Panel:* 1. Amphetamines 2. Barbiturates 3. Benzodiazepines 4. Cocaine Metabolite 5. Marijuana Metabolite 6. Methadone 7. Methaqualone 8. Opiates 9. Phencyclidine 10.Propoxyphene	$35.00 by TADTS Technician $55.00 by Non-TADTS Technician

Description of Services	Price of Services
Non-DOT, HAIR FOLLICLE *Drug Screening Test, 6 Panel* Enzyme-immunoassay screen-Positive Tested Specimens Only: THC COC AMP PCP OPI (includes Heroin, 6-MAM, 6-Monoacetylmorphine) Meth Confirmation with GC/MS	$90.00 by TADTS Technician $115.00 by Non-TADTS Technicia
Non-DOT EtG/Ets ALCOHOL Test - Urine Immunoassay (Ia) Screening with Confirmation Customer Must Specify one of the following on the purchase order: Gas Chromoatography/ Mass Spectrometry (GC/MS), or Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS)	$35.00 by TADTS Technician $55.00 by Non-TADTS Technician
ALCOHOL, Non-Regulated, URINE Specimen, Confirmation by LC-MS/MS	$35.00 by TADTS Technician $55.00 by Non-TADTS Technician
Split Specimen Urine Drug Testing Testing of "Split Specimen" in accordance with 40.171 where the "B" sample is sent to a second HHS-certified laboratory at the direction of the donor to the MRO within 72 hours of the donor being notified of the Positive result.	$250.00 ea

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve a one (1) year renewal of a contract with Port Occupational and Medical Clinic for Department of Transportation & Non-Department of Transportation pre-employment and Civil Service promotional physicals, as budgeted. (Organizational Development and Human Resources Department)

Summary:
The City of Brownsville currently has a term contract for Department of Transportation & Non-Department of Transportation pre-employment and Civil Service promotional physicals to assess and ensure potential candidates are physically and mentally fit by evaluating the prospective employee's overall health and focusing on specific physical job requirements and necessary physical conditions the individual will require daily for the job. The term contract expires on September 30, 2023. To continue providing City departments with these services, we are requesting approval to renew the current term contract for one (1) year as budgeted (Organizational Development and Human Resources).

Project Scope and Analysis:

Funding:

Source: 01-231-765 Professional Services General Fund/OD & HR

Amount: $50,000.00

Local Contribution if Applicable: NA

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance

Attachments:

1. Port Occupational and Medical Clinic First Renewal

City of Brownsville
Purchasing & Contract Services Department

First Renewal to Contract for the Pre-Employment Physical Exam Services
PEP-49-0820

This **FIRST Renewal** ("Amendment") to the Contract for the Pre-Employment Physical Exam Services **PEP-49-0820** ("Agreement") by and between The City of Brownsville ("City"), a Texas municipal corporation, and Port Occupational and Medical Clinic., ("Consultant"), is entered into after approval by City Commission and/or City Manager, and as to the last party to sign the Amendment as dated below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties".

WHEREAS, the City and Consultant now desire to Renew the Agreement as stated herein.

The first renewal of the contract will be from September 30, 2023, through September 29, 2024.

- Initial contract term was from September 01, 2020, through September 29, 2023.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to the Agreement as of the date last written below.

Port Occupational and Medical Clinic

By: _____

Date: _____

City of Brownsville, Texas

By: _____
Mayor, City of Brownsville

Date: _____

Approved as to Form and Legality
this 20th day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR Term Contract for Pre-Employment Physical Exam Services for The City of Brownsville
PEP-49-0820

This Agreement is entered into as of Tuesday, September 1, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and The Port Occupational and Medical Clinic hereinafter referred to as ("CONTRACTOR").

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort

upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause*. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience*. CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good,

valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment*. Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment*. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	The Port Occupational and Medical Clinic 20035 State Highway 48 Brownsville Tx, 78521
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature:_____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "A"

SCOPE OF SERVICES, CONDITIONS AND ADDITIONAL SERVICES

I. Employment Physicals' Agreement

All services shall be performed by the contracted physician who shall be properly licensed by the Texas Medical Board (http://www.tmb.state.tx.us/consumers/verification/verification.php) as a Medical Doctor or by the contracted Nurse Practitioner, who shall be properly licensed by the Texas Board of Nursing (http://www.bon.texas.gov/olv/verification.html) as a Nurse Practitioner, or by a Physician's Assistant properly licensed by the Texas Physician Assistant Board (http://www.bon.texas.gov/olv/verification.html).

In the case of a firm/medical group, services must be performed by a physician who is properly licensed by the Texas Medical Board as a Medical Doctor, by a nurse practitioner who is properly licensed by the Texas Board of Nursing as a Nurse Practitioner, or by a Physician's Assistant properly licensed by the Texas Physician Assistant Board. The contracted firm/group shall submit a list of physicians, nurse practitioners and/or physician's assistants along with their license numbers to the City of Brownsville/ Human Resources Department prior to commencing services under any resulting contract from the RFP process. Names of new physicians, nurse practitioners or physician's assistants and license numbers must be submitted to City of Brownsville/ Organizational Development and Human Resources Department for verification and approval prior to them providing services under executed agreement.

Confidentiality of Data Records and case notes are recognized as confidential. The Contractor, its employees, agents or subcontractors:

- **A.** Shall protect from unauthorized disclosure of names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- **B.** Shall not use such identifying information for any purpose other than carrying out the Contractor's obligations.
- **C.** Shall promptly transmit to the City of Brownsville/ Organizational Development and Human Resources Department all requests for disclosure of such identifying information not emanating from the client or person, shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than the City of Brownsville/ Organizational Development and Human Resources Department without prior written authorization from the City of Brownsville / Organizational Development and Human Resources Department.
- **D.** For the purposes of this agreement, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

II. Non-DOT Physicals

Non-DOT Physicals must be performed based on the job description of each applicant and must contain at minimum the following:

A. Prior medical history
B. Weight, Height, Pulse, and Blood Pressure
C. Eye Vision
D. General Body Build
E. Joint Function
F. Physical requirements based on depending on job description

III. Civil Service NON-DOT Physicals

A. **Police-Civil Service physicals** must be performed based on the job description of each applicant or employee must contain at minimum all the non-dot physical requirements plus:
   1. Audio test
   2. Tuberculosis Skin Test

B. **Fire Civil Service physicals** must be performed based on the job description of each applicant or employee. Must contain at minimum all the non-dot physical requirements plus:
   1. (FCE) Functional Capability Evaluations based on job descriptions.

IV. DOT Physicals

Medical examiner(s) shall be licensed and listed on the Federal Motor Carrier Safety Administration National Registry. Examiners shall be doctors of medicine (M.D.), doctors of osteopathy (D.O.), or physician assistants (PA-C); advanced practice nurses, or doctors of chiropractic (D.C.) and have demonstrated knowledge, expertise, and experience in applicable state and federal rules, laws, and regulation. Staff shall have proven experience working in an occupational medicine environment. DOT Physicals must comply with the Commercial Driver Fitness Determination examination. DOT Physicals must be completed by a certified Federal Motor Carrier Safety Administration (FMCSA) Certified physician that is in good standing with FMCSA.

Provide fit-for-duty exams upon request. The City of Brownsville provides a position description or job analysis indicating the specific positions physical requirements and working conditions. The medical examiner will determine the employee's/candidate's ability to perform the essential functions of his/her job.

V. Scheduling, Notification, Recordkeeping, and Reporting

A. Provide services Monday through Friday from 8 a.m. until 5 p.m. for examinations, at a minimum. Additional times and weekend availability is preferred. If a group of ten (10) or more employees/candidates, the CITY will schedule with CONTRACTOR 24 hours prior to needed services.
B. CITY will provide employee/candidate Authorization Form (Exhibit E) with Job Description to obtain services from CONTRACTOR.
C. Provide exam results to CITY within one (1) business day of the exam whenever possible.
D. Notify City of Brownsville immediately if an employee or job candidate refuses, does not comply with or complete physical.
E. Notify City of Brownsville if additional testing is recommended for approval before administering tests.
F. Accurate records shall be maintained and statistical reports shall be provided as required by the U.S. Department of Transportation and City of Brownsville.
G. All records paid by the City of Brownsville must be provided to the CITY. No copies of results/records will be provided to employee/candidate by the CONTRACTOR.

EXHIBIT "B"

TERM OF AGREEMENT

The term of this contract agreement consists of a Three (3) year base period (Primary Term) that shall commence upon approval by the City Commission and end on September 29, 2023. The City of Brownsville reserves the option to renew the term of this contract annually for Two (2) one (1) year terms each (Secondary Term), subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All costs, terms and conditions shall remain firm for the initial period of the contract period.

EXHIBIT "C"
COMPENSATION, FEES AND COMMISSIONS

THE PORT
Occupational and Medical Clinic

Service	Proposed Priced		Price with 5% Reduction	
Vision Test	$ 15.00		$ 14.25	
Pulmonary (Spriogram)	$ 75.00		$ 71.25	
Chest X Ray 1 view	$ 40.00		$ 38.00	
Stress EKG without VO2 Value Calculated	$ 30.00		$ 28.50	
IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING				
Tuberculosis Screening	$ 30.00		$ 28.50	
Hep A/B/C Titer	$ 100.00		$ 95.00	
Heb B Vaccine	$ 110.00		$ 104.50	
Tetanus/Diphtheria Vaccine (TDAP)	$ 75.00		$ 71.25	
Measles Mumps Rubella Vaccine (MMR)	$ 75.00		$ 71.25	
Polio Vaccine	$ 85.00		$ 80.75	
HEP A Vaccine	$ 140.00		$ 133.00	
Varicella Vaccine	$ 90.00		$ 85.50	
Influenza Vaccine	$ 20.00		$ 19.00	
HIV Screening	$ 85.00		$ 80.75	
HEAVY METAL AND SPECIAL EXPOSURE SCREENING *AS NEEDED* URINE		**BLOOD**		**BLOOD**
ARSENIC (URINE/BLOOD)	$ 85.00	$ 90.00	$ 80.75	$ 85.50
MERCURY (URINE/BLOOD)	$ 125.00		$ 118.75	
LEAD (URINE/BLOOD)	$ 60.00	$ 100.00	$ 57.00	$ 95.00
ALUMINUM (URINE/BLOOD)	$ 125.00		$ 118.75	
ANTIMONY (BLOOD)	$ 125.00		$ 118.75	
BISMUTH				
CADIUM (URINE/BLOOD)	$ 150.00	$ 150.00	$ 142.50	$ 142.50
CHROMIUM (URINE/BLOOD)	$ 55.00	$ 200.00	$ 52.25	$ 190.00
COPPER (URINE/BLOOD)	$ 125.00		$ 118.75	
NICKEL (URINE/BLOOD)	$ 65.00		$ 61.75	
ZINC - ORGANOPHOSPHATES (RBS CHOLINESTEREASE) (URINE/BLOOD)	$ 80.00		$ 76.00	
POLYCHLORINATED BIPHEYLS (BLOOD)				
NON DOT PHYSICALS	$ 70.00		$ 66.50	
POLICE SERVICE PHYSICAL	$ 180.00		$ 171.00	
FIRE DEPARTMENT PHYSICAL	$ 392.00		No reduction available	
DOT PHYSICAL	$ 80.00		$ 76.00	
OTHER REQUESTED SERVICES				
RESPIRATORY TESTING (RFT)	$ 90.00		$ 85.50	
MASK FIT TESTING	$ 70.00		$ 66.50	
CHEST X-RAY (READ BY A BOARD CERTIFIED LICENSE RADIOLOGIST)	$ 40.00		$ 38.00	

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Roberto Montalvo, Assistant Director Internal Services
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve the cooperative purchase of heavy equipment, in the amount of $2,121,624.57, as part of the Fiscal Year 2023 Heavy Equipment Replacement Plan through the following competitive contracts: Romco Equipment Co (Buyboard Contract #685-22), Briggs Equipment Co (Buyboard Contract #685-22), Caldwell Country Chevrolet LLC, Inc (Buyboard Contract #601-19), Doggett Freightliner of South Texas, LLC (Buyboard Contract #601-19), Doggett Heavy Machinery Services, LLC (Sourcewell #032119-JDC), Crafco, Inc (Sourcewell #080521-CFC), and TYMCO Inc (HGAC #SW04-20). Equipment is for Brownsville Airport, Internal Services, Parks, and Engineering & Public Works Departments, as budgeted. (Internal Services Department)

Summary:

These pieces of equipment are being purchased as part of the Heavy Equipment Replacement Plan as budgeted. The machinery would be purchased through competitive pricing through several state contracts: Romco Equipment Co (Buyboard Contract #685-22), Briggs Equipment Co (Buyboard Contract #685-22), Caldwell Country Chevrolet LLC, Inc (Buyboard Contract #601-19), Doggett Freightliner of South Texas, LLC (Buyboard Contract #601-19), Doggett Heavy Machinery Services, LLC (Sourcewell #032119-JDC), Crafco, Inc (Sourcewell #080521-CFC), and TYMCO Inc (HGAC #SW04-20).

Project Scope and Analysis:

This proposal is to purchase heavy equipment for Brownsville Airport, Internal Services, Parks, and Engineering & Public Works Departments (EPW). The heavy equipment being requested are:

Doggett Heavy Machine Services, LLC	**Backhoes**	**$471,080.00**
1) 1 - John Deere Backhoe for Airport	$117,770.00	
2) 1 - John Deere Backhoe for EPW (IMF fund)	$117,770.00	
3) 1 - John Deere Backhoe for EPW (IMFfund)	$117,770.00	
4) 1 - John Deere Backhoe for EPW (CIP FY 23)	$117,770.00	

Doggett Freightliners of South Texas	**Dump Trucks**	**$332,668.00**
5) 1 - Dump truck for Parks	$110,889.33	
6) 2 - Dump trucks for EPW	$221,778.67	
Caldwell Country Chevrolet, LLC.	**Bucket Truck**	**$151,457.00**
7) 1 - Bucket Truck for Internal Services	$151,457.00	
ROMCO Equipment Co.	**Hydroseeder**	**$105,138.70**
8) 1 - Landfill Hydro Seeder for EPW	$105,138.70	
Briggs Equipment Co.	**Forklift**	**$ 82,873.80**
9) 1 - Forklift Model GP120VX for EPW	$ 82,873.80	
CRAFCO, INC.	**Cracksealer**	**$ 87,660.20**
10) 1 - Crack Sealer for EPW	$ 87,660.20	
TYMCO, INC.	**Air Sweepers**	**$678,890.00**
11) 2 - TYMCO Air Sweepers for EPW	$678,890.00	
Doggett Freightliner of South Texas, LLC.	**Sanitation Truck**	**$211,856.87**
12) 1 - Sanitation Truck for EPW	$211,856.87	

Funding:

Source: 1) 455-541-942
2) 455-416-942
3) 455-418-942
4) 809-620-942
5) 455-512-942
6) 455-417-942
7) 455-850-942
8) 66-415-943
9) 455-416-942
10) 455-417-942
11) 809-620-942
12) 809-620-942

Amount: 1) $117,770.00
2) $117,770.00
3) $117,770.00
4) $117,770.00
5) $110,889.33
6) $221,778.67
7) $151,457.00
8) $105,138.70
9) $82,873.80

10) $87,660.20
11) $678,890.00
12) $211,856.87

Local Contribution if Applicable: n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a
n/a

Recommendation:
Internal Services recommends the purchase of heavy equipment for the Brownsville Airport, Internal Services, Parks, and Engineering and Public Works Departments as budgeted in the amount of $2,121,624.57. The procurement reflects cooperative contract pricing.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. Procurement Analysis - Doggett Heavy Machinery
2. Cooperative Coversheet Agreement - Doggett Heavy Machinery_Signed by Vendor
3. Procurement Analysis - Doggett
4. PDT-102-0723 Coversheet Doggett
5. Procurement Analysis -Caldwell Country
6. PCS-101-0723 Contract Coversheet BuyBoard 601-19_Signed by Vendor
7. Procurement Analysis - Romco Equipment Co.
8. Cooperative Purchase Agreement - Romco Equipment Co.
9. Procurement Analysis - Briggs Equipment Co.
10. Cooperative Purchase Agreement - Briggs Equipment Co.
11. Procurement Analysis - Crafco
12. Cooperative Coversheet Agreement - Crafco_Signed by Vendor
13. Procurement Analysis - TYMCO
14. Cooperative Coversheet Agreement - TYMCO_Signed by Vendor
15. Procurement Analysis - Doggett
16. PFM-103-0723 Coversheet TIPS 200802 M2106 Doggett Freighliner (1) (2)

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023
"Consideration and Action for the purchase of four John Deere Backhoes"

At the Mr. Juan Pablo Villarreal, Internal Services DIrector, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **Sourcewell** #032119-JDC.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Doggett Heavy Machinery Services, LLC. is eligible under this procurement for the purchase of four John Deere Backhoes in the amount of **$471,080.00** (Exhibit A)

320 P-tier Backhoe Loader

13-June-2023

City of Brownsville
P.O. Box 911
Brownsville, Texas

Source Well Sales Quote
Attn : Adolfo Peralez

Doggett Heavy Machinery Services, LLC.

Code	Description		
17C0T	320 P-tier Backhoe Loader	1	$165,753.00
	17C0T (Gen-A) Ex-Works Dubuque, Iowa, U.S.A. As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order.		
	Option Codes		
0202	United States	1	No Added Cost
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.		
0259	English	1	No Added Cost
	English language for operator’s manual and electronic content. Includes operator’s manual and 4G OM packet.		

1003	Cab	1	$13,905.00

Isolation mounted modular design ROPS/FOPS level 2 (meets ISO 3449 & ISO 3471) molded roof.
Tinted safety glass.
Deluxe interior trim.
Headliner.
Molded floor mat.
Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions).
Air conditioning 26,000 BTU.
CFC free R134a refrigerant.
Heater/defrosters/pressurizer, 40,000 BTU, 10 speed.
Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and am rests, fully adjustable.
Keyless start.
3 inch orange seat belt with retractor.
Tilt steering wheel.
Interior rearview mirror.
Front 2-speed wiper with windshield washer and rear 1-speed wiper.
(2) front driving/working halogen lights - 32,500 candlepower each
(2) rear working halogen lights - 32,500 candlepower each
(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof
(4) turn signal/flashing/rear stop/tail lights - 2 front and rear
(2) rear reflector

See 'Order as Desired' codes for additional cab options not included in standard cab (i.e. air suspension seat, radio, sun visor).

8096	Premium Mirror Option - Exterior Rear View Mirrors (2	1	$177.00
8182	Radio, Bosch Basic Package	1	$917.00

AM/FM/Weather Radio

183E	JDLink™	1	No Added Cost

Includes integrated cab wiring harness, antenna, and JDLink™ Modem's (MTG).

JDLink™ connectivity is enabled separately through the JDLink™ website.
Connectivity service is subject to country availability.

3009	Autoshift Transmission - Mechanical Front Wheel Driv	1	No Added Cost

5F/3R autoshift transmission.
Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.

4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 113 Hp. For use only in areas where EPA final tier 4/EU stage IV is required. Turbocharged. Wet sleeve cylinder liners. 4 valves / cylinder. Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible . Serpentine belt with automatic belt tensioner. Enclosed safety fan guard. Vertical spin-on engine oil filter. Spin-on fuel filter with water separator. Dual safety element dry-type air cleaner with evacuator valve. Underhood catalysts with vertical curved exhaust stack. Passive flow-through exhaust aftertreatment system with grid heater. Electronically controlled, variable-speed cooling fan.		
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3009. Rear tire chains require wheel spacers (AT347522).		
6152	Single Battery with Disconnect and Jump Post	1	No Added Cost
	175 minute reserve capacity (950 CCA) Recommended for use in ambient temperatures above 32 degrees F (0 degrees C).		
6752	Extendible Dipperstick	1	$8,783.00
	Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in. (4.03 m.)		
6576	1000 lb. (454 kg.) Front Counterweight	1	$1,443.00
7000	No Auxiliary	1	No Added Cost
7028	Pilot Controls, Two Lever, with Pattern Selection	1	$2,724.00
	Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.		
7037	Two-Function Loader Hydraulics, Single Lever	1	No Added Cost
	Single lever loader control with electric clutch disconnect and momentary MFWD.		
7806	24 in. (610 mm.) Wide, Heavy-Duty, 7.5 cu. ft. (0.21 cu	1	$2,286.00
	Bucket includes TK Teeth.		

7700	Less Coupler - Less Thumb	1	No Added Cost
	If ordering with thumb, must order option code 7701.		
7859	92 in. (2.34 m.) Wide, 1.31 cu. yd. (1.0 cu. m.) Long-Lip	1	$5,484.00
	Includes reversible bolt-on cutting edge and skid plates.		
8126	Heavy-Duty Grille Frame	1	$583.00
	Recommended for high use in truck loading applications. Includes vertical and horizontal steel reinforcement to the inside of the perforated screen for greater durability.		

Total $202,055.00

Source Well Discount 46% Doggett Source Well # 032119-JDC	**- $ 92,946.00**
Source Well Sales Price	**$ 109,109.00**
Factory Freight	**$ 5,850.00**
Pre-Delivery Inspection	**$ 1,900.00**
36 Months or 3,000 Hours of Extended Warranty	**$ 911.00**
Final Sales Price for one Backhoe	**$ 117,770.00**
Final Sales Price for Quantity of Four Backhoes	**$ 471,080.00**

Thank you, for the opportunity to provide you a Source Well Sales Quote on a New John Deere 320P Backhoe Loader that is the New Model Backhoe which replaces the 310SL Model Backhoe,

Sincerly,
Territory Sales Manager
Danny Jackson
956-342-5228

Delivery from the Factory is on Average 8 to 10 Months.

Sales Quote is Valid for 60 days.

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Doggett Heavy Machinery Services, LLC. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – [Proposal, Quote, or Contract];
3. Exhibit B – [Cooperative agency agreement]
4. Conflict of Interest Questionnaire.

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **$471,080.00.** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2)

delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Doggett Heavy Machinery Services, LLC.
Attn: Danny Jackson
901 E. Interstate 2
San Juan, Texas 78589

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

Doggett Heavy Machinery SVCS.

Name: Danny Jackson

Title: Territory Sales Manager

320 P-tier Backhoe Loader

JOHN DEERE

13-June-2023

City of Brownsville
P.O. Box 911
Brownsville, Texas

Source Well Sales Quote
Attn : Adolfo Peralez

Doggett Heavy Machinery Services, LLC.

Code	Description		
17C0T	320 P-tier Backhoe Loader	1	$165,753.00
	17C0T (Gen-A) Ex-Works Dubuque, Iowa, U.S.A. As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order.		
	Option Codes		
0202	United States	1	No Added Cost
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.		
0259	English	1	No Added Cost
	English language for operator's manual and electronic content. Includes operator's manual and 4G OM packet.		

1003	Cab	1	$13,905.00
	Isolation mounted modular design ROPS/FOPS level 2 (meets ISO 3449 & ISO 3471) molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mat. Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions). Air conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 10 speed. Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and am rests, fully adjustable. Keyless start. 3 inch orange seat belt with retractor. Tilt steering wheel. Interior rearview mirror. Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 candlepower each (2) rear working halogen lights - 32,500 candlepower each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector See 'Order as Desired' codes for additional cab options not included in standard cab (i.e. air suspension seat, radio, sun visor).		
8096	Premium Mirror Option - Exterior Rear View Mirrors (2	1	$177.00
8182	Radio, Bosch Basic Package	1	$917.00
	AM/FM/Weather Radio		
183E	JDLink™	1	No Added Cost
	Includes integrated cab wiring harness, antenna, and JDLink™ Modem's (MTG). JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.		
3009	Autoshift Transmission - Mechanical Front Wheel Driv	1	No Added Cost
	5F/3R autoshift transmission. Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.		

4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 113 Hp. For use only in areas where EPA final tier 4/EU stage IV is required. Turbocharged. Wet sleeve cylinder liners. 4 valves / cylinder. Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible . Serpentine belt with automatic belt tensioner. Enclosed safety fan guard. Vertical spin-on engine oil filter. Spin-on fuel filter with water separator. Dual safety element dry-type air cleaner with evacuator valve. Underhood catalysts with vertical curved exhaust stack. Passive flow-through exhaust aftertreatment system with grid heater. Electronically controlled, variable-speed cooling fan.		
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3009. Rear tire chains require wheel spacers (AT347522).		
6152	Single Battery with Disconnect and Jump Post	1	No Added Cost
	175 minute reserve capacity (950 CCA) Recommended for use in ambient temperatures above 32 degrees F (0 degrees C).		
6752	Extendible Dipperstick	1	$8,783.00
	Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in. (4.03 m.)		
6576	1000 lb. (454 kg.) Front Counterweight	1	$1,443.00
7000	No Auxiliary	1	No Added Cost
7028	Pilot Controls, Two Lever, with Pattern Selection	1	$2,724.00
	Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.		
7037	Two-Function Loader Hydraulics, Single Lever	1	No Added Cost
	Single lever loader control with electric clutch disconnect and momentary MFWD.		
7806	24 in. (610 mm.) Wide, Heavy-Duty, 7.5 cu. ft. (0.21 cu	1	$2,286.00
	Bucket includes TK Teeth.		

7700	Less Coupler - Less Thumb	1	No Added Cost
	If ordering with thumb, must order option code 7701.		
7859	92 in. (2.34 m.) Wide, 1.31 cu. yd. (1.0 cu. m.) Long-Lip	1	$5,484.00
	Includes reversible bolt-on cutting edge and skid plates.		
8126	Heavy-Duty Grille Frame	1	$583.00
	Recommended for high use in truck loading applications. Includes vertical and horizontal steel reinforcement to the inside of the perforated screen for greater durability.		

Total	**$202,055.00**
Source Well Discount 46% Doggett Source Well # 032119-JDC	**- $ 92,946.00**
Source Well Sales Price	**$ 109,109.00**
Factory Freight	**$ 5,850.00**
Pre-Delivery Inspection	**$ 1,900.00**
36 Months or 3,000 Hours of Extended Warranty	**$ 911.00**
Final Sales Price for one Backhoe	**$ 117,770.00**
Final Sales Price for Quantity of Four Backhoes	**$ 471,080.00**

Thank you, for the opportunity to provide you a Source Well Sales Quote on a New John Deere 320P Backhoe Loader that is the New Model Backhoe which replaces the 310SL Model Backhoe,

Sincerly,
Territory Sales Manager
Danny Jackson
956-342-5228

Delivery from the Factory is on Average 8 to 10 Months.

Sales Quote is Valid for 60 days.

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

End of Exhibit A

Sourcewell

CONTRACT EXTENSION

Contract Number: #032119-JDC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc., 1515 5th Ave., Moline, IL 61265 have entered into Contract #032119-JDC for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D05489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/1/2022 | 1:47 PM CST

John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.

DocuSigned by:
By: Brooke (Forsberg) DeVol
23E19C6B5FD143D...

Brooke (Forsberg) DeVol
Title: Contract Administrator

Date: 12/13/2022 | 2:23 PM PST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Doggett Heavy Machinery Svcs.

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6-21-2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Friday, June 9, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Monday, July 10, 2023 "Consideration and Action for the purchase of Three (3) Dump trucks" **PDT-102-0723**

At the Mr. Juan Pablo Villarreal, Internal Services DIrector, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BuyBoard** #601-19.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Doggett Freightliner of South Texas, LLC. is eligible under this procurement for the purchase of purchase of Three (3) Dump trucks in the amount of **$332,668.00** (Exhibit A)

Exhibit A



DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
PHYSICAL ADDRESS: 3103 N. CAGE BLVD. - PHARR, TX 78577
MAILING ADDRESS: P.O. BOX 670688 - HOUSTON, TX 77267
PHONE - 9567828202

PURCHASE AGREEMENT: VM103005685

BILL TO
CITY OF BROWNSVILLE - 62181
PO BOX 911
BROWNSVILLE TX 78522
P: (956) 541-1314
F:

DELIVER TO
CITY OF BROWNSVILLE - 62181

P: (956) 541-1314
F:

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
4/13/2023	RTL	QUOTE	4/14/2023	4/14/2023	MARK BRUNNEMANN	VCASH	4-6 yard dump

UNIT(S) FOR SALE

UNTID	YR - MAKE - MODEL	SERIAL NUMBER	PRICE
OO45352	OB - OB - OB	OO45352	88,731.00
	10 Foot 4-6 yard Dump Body with Tarp and Pintle Hitch		22,025.00
OO45353	OB - OB - OB	OO45353	88,731.00
	10 Foot 4-6 yard Dump Body with Tarp and Pintle Hitch		22,025.00
OO45354	OB - OB - OB	OO45354	88,731.00
	10 Foot 4-6 yard Dump Body with Tarp and Pintle Hitch		22,025.00
	Buy Board Contract #601-19 Fee		400.00

Trucks to be 2024 Year Model M2-106Plus, White in color

PLEASE REFER TO PagE 2, PARAGRAPH 4 OF THIS PURCHASE AGREEMENT FOR POSSILBE PRICE INCREASE DUE TO TRUCK OR BODY MANUFACTURE PRICE INCREASE

Due to Supply Chain, all Freightliner Dealers are on allocation. Doggett Freightliner is currently SOLD OUT. We are confident that Doggett will be allocated additional trucks between November and December, 2023 but this is confirmed. If we are allocated additional trucks, they would be built between November and December 2023 or January 2024. If no more allocation is avaiable, the next build slot opening would be between Febraury and April 2024. If trucks are built in the Year 2024, there will be an approximent $1,250 year model surcharge added.

Sales Price		266,193.00
Additional Equipment	+	66,475.00
Federal Excise Tax	+	0.00
Dealer's Inventory Tax	+	0.00
State and Local Taxes	+	0.00
License and Bridge Fees	+	0.00
Emissions Fee	+	0.00
Title Fees	+	0.00
Inspection Fees	+	0.00
Extended Service Plans	+	0.00
Documentary Fees	+	0.00
Subtotal	=	332,668.00
Less Trade Allowance	-	0.00
Trade Payoff	+	0.00
Less Deposit or Down Payment	-	0.00
Unpaid Balance/Amount to Finance	=	**332,668.00**

x _____ _____
Buyer Signature Date

x _____ _____
Seller Signature Date

PURCHASE AGREEMENT

PURCHASE AGREEMENT:

ADDITIONAL TERMS AND CONDITIONS

READ CAFEULLY AS THESE TERMS CONTAINS INDEMNIFICATION REQUIREMENTS AND LIMITATIONS OF LIABILITY

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) Manufacturer shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally that Deale does not manufacture motor vehicles and that certain contractual relationships exist between Dealer and Manufacturer with respect to new motor vehicles.

2. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.

3. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchaser are limited as set forth in this Order.

4. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. **Purchaser waives all other claims for any damages resulting from a manufacture's change in pricing and/or a related cancellation.**

5. If a used motor vehicle(s) which has been traded in as a part of the consideration for the motor vehicle ordered hereunder (such traded vehicle being a ("Trade In(s)"), is not to be delivered to Dealer until delivery to Purchaser of such Purchased Unit(s), the Trade In(s) shall be reappraised at that time and such reappraised value shall determine the allowance to be made for such Trade In(s). If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel only the trade; however, Purchaser shall nevertheless remain fully liable for the purchase of the Purchased Unit(s). Additionally, Dealer shall not be obligated to accept any Trade In(s) from Purchaser which are not reflected on this Order. In the event that Purchaser offers Trade Ins not reflected on this Order, Dealer shall have no obligation whatsoever to accept any such Trade Ins and Purchaser shall remain fully responsible for all obligations of Purchaser as set forth in this Order .

6. Purchaser agrees to deliver evidence satisfactory to Dealer of title to any Trade In(s) as a part of the consideration for the Purchased Unit(s) ordered hereunder in advance but in no case later than at the time of delivery of such Trade In(s) to Dealer. Purchaser warrants any such Trade In(s) to be owned wholly by Purchaser free and clear of all liens and encumbrances except as otherwise noted herein, and deemed acceptable by Dealer. Purchaser further warrants that for any Trade In, the Exhaust Emission System or any of its components have not been deleted, removed, or altered in any way from its factory-built state and that each Trade In will meet the emission standard in place as of the manufacture date. Purchaser understands that Dealer is relying on Purchaser's statement as a material representation, and thus **Purchaser hereby agrees to indemnify, defend and hold harmless Dealer from all damages, expenses, fees and costs (including attorney's fees) that Dealer incurs in the event that this representation is inaccurate or untrue.**

7. Unless this Order has been cancelled by Purchaser in accordance with the terms of this Agreement, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the Purchased Unit(s) ordered in accordance with the terms herein, to seek all remedies provided to Dealer by law (including specific performance), in addition to Dealer's attorneys' fees and costs and expert fees. In addition, Dealer may assess Purchaser a restocking fee of twenty percent (20%) of the Purchased Unit(s) sales price which shall be due immediately. Additionally, in the event a Trade In(s) has been delivered to Dealer, such Trade In(s) may be sold by Dealer, and the proceeds of any such sale may then be used to reimburse Dealer for any payments due to Dealer (or any damages incurred by Dealer, if applicable).

8. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have the option, but no obligation to Purchaser, to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

9. Dealer shall not be liable for failure to deliver or for any delay in delivering the Purchased Unit(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer and which is not due solely to the willful misconduct of Dealer, including but not limited to situations where the manufacturer fails to timely deliver the Purchased Unit(s) due to supply chain constraints or otherwise, which situations Purchaser expressly acknowledges are beyond Dealer's reasonable control. Any such delays not caused solely by Dealer's willful misconduct shall affect a corresponding extension of Dealer's performance dates which are, in any event, understood to be approximate. If acts or omissions of Purchaser delay Dealer's performance, Purchaser shall reimburse Dealer for any increased costs or expenses resulting therefrom and extend the time of performance.

PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR ANY DAMAGES RELATED TO: LOSS OF USE OF THE PURCHASED VEHCLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER INCIDENTAL, RESEROVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR LATE PERFORMANCE OR FAILURE TO PERFORM WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEENADVISED OF SUCH DAMAGES. ADDITIONALLY, notwithstanding any other provision to the contrary, IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S) REGARDLESS OF LEGAL THEORY UPON WHICH DEALER'S ALLEGED LIABILITY IS BASED (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE).

10. Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.

11. The price for the Purchased Unit(s) specified on the face of this agreement does not include federal excise taxes, sales taxes, use taxes, or occupational taxes based on sales volume (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use, or occupational taxes imposed on or applicable to the transaction covered by the this Order, regardless of which party may have primary tax liability thereof. Dealer will accept a valid sales or use tax exemption certificate from Purchaser; however, if a previously accepted sales or use tax exemption certificate is ultimately disallowed by the applicable taxing agency for any reason, Purchaser agrees to immediately reimburse Dealer for any resulting taxes, penalties, and interest incurred by Dealer. Purchaser shall obtain and pay all permits, licenses and official inspections required other than those required to be obtained in the name of Dealer .

12. Purchaser grants Dealer a purchase money security interest in the Purchased Unit(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute a financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute a required document, **Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the name on Purchaser's behalf and in Purchaser's stead.**

13. In the event Purchaser seeks to obtain financing to acquire a vehicle named on this Order, Purchaser represents that all statements made in the Purchaser's credit application , finance contracts and all information provided to Dealer and/or to the finance company are true and correct. Any misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement and Dealer shall be entitled to any damages incurred as a result. Should Purchaser or any finance company fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. In the event of a misrepresentation by Purchaser or the full purchase price has not been tendered to Dealer in a prompt manner, Purchaser agrees to immediately return the vehicle and to reimburse Dealer for all costs and expenses incurred by Dealer as a result, including any mileage and /or restocking charge. Purchaser agrees to fully indemnify Dealer for any damages incurred by Dealer as a result of any misrepresentations or omissions made by Purchaser.

14. There are no warranties, expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis and as provided exclusively by the Manufacturer. The printed new vehicle warranty issued by Manufacturer (and not Dealer) delivered to Purchaser with such vehicle or chassis is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty and not by Dealer.

15. With respect to any new motor vehicle(s) sold under this order, Purchaser acknowledges that Dealer is relying on Purchaser's representation that Purchaser is the intended owner/end-user of the motor vehicle(s). Accordingly, Purchaser agrees that as a condition of the sale, Purchaser will retain ownership of the motor vehicle(s) and hold title in Purchaser's name for a minimum of twelve (12) months from the date of sale. Purchaser further agrees and acknowledges that if Purchaser breaches this provision and Dealer incurs expenses, penalties, and/or chargebacks from the manufacturer as a result, Purchaser will be liable to Dealer for the amount of such expenses, penalties, and/or chargebacks.

16. Any used motor vehicle sold to Purchaser by Dealer must be inspected and investigated by Purchaser as all such sales are deemed "AS IS" and "WITH ALL FAULTS" at the time of delivery by Dealer without any guarantee or warranty of any nature, expressed or implied (including no warranty that the odometer reading on the Purchased Unit(s) represents the actual mileage traveled) or any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer. Purchaser agrees that Dealer has made no representation and that Purchaser has not relied on any representations made by Dealer, but rather is relying on its own investigation and inspection of the Purchased Unit(s).

17. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

18. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative, notwithstanding any delays. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable. BUT the Parties agree that the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

19. No Broker; Manufacturer Incentives. If at any time Dealer determines that Purchaser intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer's incentives are intended to be used for retail customers at the location as identified by the Purchaser in this Order. Purchaser represents that it will register the Purchased Units(s) with its state motor vehicle department and is not purchasing the Purchased Units with the intent to resale same, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

20. This contract shall be governed by the laws of the State of Texas. Both Parties agree to present the other Party with notice of any claim relating to this Order at least five (5) business days before filing a petition or complaint relating thereto (in addition to any other applicable notice periods required by statute), during which time the Parties agree to negotiate in good faith to resolve their disputes. If the negotiations fail, the Parties hereby waive the right to trial by jury and agree to a trial by judge. The Parties agree that the mandatory venue for dispute resolution is the state courts of Harris County, Texas, unless otherwise required by law. Purchaser agrees it will bring any cause of action within one (1) year of the date of that causes' accrual, and that any causes of action or claims outside of that period are waived. The prevailing party in any disputes shall be entitled to recover reasonable attorney fees and expenses.

PURCHASER ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREED TO.

PURCHASER'S SIGNATURE: _____ DATE: _____ Last Updated 8/25/2022

End of Exhibit A



COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Doggett Freightliner of South Texas, LLC. (Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote/Proposal.
3. Exhibit B – Cooperative Agency Contract Solicitation Number BuyBoard 601-19
4. Exhibit C – Original RFP -601-19, and Award of Contract.
5. Exhibit D – Renewal; and
6. Conflict of Interest Questionnaire.

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement by the City shall Not exceed Three Hundred Thirty-Two Thousand Six Hundred and Sixty-Eight Dollars and Zero Cents ($332,668.00). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

This Agreement shall be for the purchase and delivery of Three (3) Dump Tuck with Tarp and Pintle Hitch. Notwithstanding the foregoing, the parties understand and acknowledge that the BuyBoard cooperative contract the City is relying on for cooperative purchase expires on November 30, 2023 at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of five (5) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO

INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Doggett Freightliner of South Texas, LLC.
Attn:
Address: 3103 N. Cage Blvd
Address: Pharr, Texas 78577

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

Name: Mark Brunnemann

Title: GM

Exhibit A



DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
PHYSICAL ADDRESS: 3103 N. CAGE BLVD. - PHARR, TX 78577
MAILING ADDRESS: P.O. BOX 670688 - HOUSTON, TX 77267
PHONE - 9567828202

PURCHASE AGREEMENT: VM103005685

BILL TO
CITY OF BROWNSVILLE - 62181
PO BOX 911
BROWNSVILLE TX 78522
P: (956) 541-1314
F:

DELIVER TO
CITY OF BROWNSVILLE - 62181

P: (956) 541-1314
F:

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
4/13/2023	RTL	QUOTE	4/14/2023	4/14/2023	MARK BRUNNEMANN	VCASH	4-6 yard dump

UNIT(S) FOR SALE

UNTID	YR - MAKE - MODEL	SERIAL NUMBER	PRICE
OO45352	OB - OB - OB	OO45352	88,731.00
	10 Foot 4-6 yard Dump Body with Tarp and Pintle Hitch		22,025.00
OO45353	OB - OB - OB	OO45353	88,731.00
	10 Foot 4-6 yard Dump Body with Tarp and Pintle Hitch		22,025.00
OO45354	OB - OB - OB	OO45354	88,731.00
	10 Foot 4-6 yard Dump Body with Tarp and Pintle Hitch		22,025.00
	Buy Board Contract #601-19 Fee		400.00

Trucks to be 2024 Year Model M2-106Plus, White in color

PLEASE REFER TO PagE 2, PARAGRAPH 4 OF THIS PURCHASE AGREEMENT FOR POSSILBE PRICE INCREASE DUE TO TRUCK OR BODY MANUFACTURE PRICE INCREASE

Due to Supply Chain, all Freightliner Dealers are on allocation. Doggett Freightliner is currently SOLD OUT. We are confident that Doggett will be allocated additional trucks between November and December, 2023 but this is confirmed. If we are allocated additional trucks, they would be built between November and December 2023 or January 2024. If no more allocation is avaiable, the next build slot opening would be between Febraury and April 2024. If trucks are built in the Year 2024, there will be an approximent $1,250 year model surcharge added.

Sales Price		266,193.00
Additional Equipment	+	66,475.00
Federal Excise Tax	+	0.00
Dealer's Inventory Tax	+	0.00
State and Local Taxes	+	0.00
License and Bridge Fees	+	0.00
Emissions Fee	+	0.00
Title Fees	+	0.00
Inspection Fees	+	0.00
Extended Service Plans	+	0.00
Documentary Fees	+	0.00
Subtotal	=	332,668.00
Less Trade Allowance	-	0.00
Trade Payoff	+	0.00
Less Deposit or Down Payment	-	0.00
Unpaid Balance/Amount to Finance	=	**332,668.00**

x _____ _____
Buyer Signature Date

x _____ _____
Seller Signature Date

PURCHASE AGREEMENT

PURCHASE AGREEMENT:

ADDITIONAL TERMS AND CONDITIONS

READ CAFEULLY AS THESE TERMS CONTAINS INDEMNIFICATION REQUIREMENTS AND LIMITATIONS OF LIABILITY

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) Manufacturer shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally that Deale does not manufacture motor vehicles and that certain contractual relationships exist between Dealer and Manufacturer with respect to new motor vehicles.

2. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.

3. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchaser are limited as set forth in this Order.

4. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. **Purchaser waives all other claims for any damages resulting from a manufacture's change in pricing and/or a related cancellation.**

5. If a used motor vehicle(s) which has been traded in as a part of the consideration for the motor vehicle ordered hereunder (such traded vehicle being a ("Trade In(s)"), is not to be delivered to Dealer until delivery to Purchaser of such Purchased Unit(s), the Trade In(s) shall be reappraised at that time and such reappraised value shall determine the allowance to be made for such Trade In(s). If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel only the trade; however, Purchaser shall nevertheless remain fully liable for the purchase of the Purchased Unit(s). Additionally, Dealer shall not be obligated to accept any Trade In(s) from Purchaser which are not reflected on this Order. In the event that Purchaser offers Trade Ins not reflected on this Order, Dealer shall have no obligation whatsoever to accept any such Trade Ins and Purchaser shall remain fully responsible for all obligations of Purchaser as set forth in this Order .

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PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR ANY DAMAGES RELATED TO: LOSS OF USE OF THE PURCHASED VEHCLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER INCIDENTAL, RESEROVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR LATE PERFORMANCE OR FAILURE TO PERFORM WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEENADVISED OF SUCH DAMAGES. ADDITIONALLY, notwithstanding any other provision to the contrary, IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S) REGARDLESS OF LEGAL THEORY UPON WHICH DEALER'S ALLEGED LIABILITY IS BASED (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE).

10. Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.

11. The price for the Purchased Unit(s) specified on the face of this agreement does not include federal excise taxes, sales taxes, use taxes, or occupational taxes based on sales volume (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use, or occupational taxes imposed on or applicable to the transaction covered by the this Order, regardless of which party may have primary tax liability thereof. Dealer will accept a valid sales or use tax exemption certificate from Purchaser; however, if a previously accepted sales or use tax exemption certificate is ultimately disallowed by the applicable taxing agency for any reason, Purchaser agrees to immediately reimburse Dealer for any resulting taxes, penalties, and interest incurred by Dealer. Purchaser shall obtain and pay all permits, licenses and official inspections required other than those required to be obtained in the name of Dealer .

12. Purchaser grants Dealer a purchase money security interest in the Purchased Unit(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute a financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute a required document, **Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the name on Purchaser's behalf and in Purchaser's stead.**

13. In the event Purchaser seeks to obtain financing to acquire a vehicle named on this Order, Purchaser represents that all statements made in the Purchaser's credit application, finance contracts and all information provided to Dealer and/or to the finance company are true and correct. Any misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement and Dealer shall be entitled to any damages incurred as a result. Should Purchaser or any finance company fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. In the event of a misrepresentation by Purchaser or the full purchase price has not been tendered to Dealer in a prompt manner, Purchaser agrees to immediately return the vehicle and to reimburse Dealer for all costs and expenses incurred by Dealer as a result, including any mileage and /or restocking charge. Purchaser agrees to fully indemnify Dealer for any damages incurred by Dealer as a result of any misrepresentations or omissions made by Purchaser.

14. There are no warranties, expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis and as provided exclusively by the Manufacturer. The printed new vehicle warranty issued by Manufacturer (and not Dealer) delivered to Purchaser with such vehicle or chassis is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty and not by Dealer.

15. With respect to any new motor vehicle(s) sold under this order, Purchaser acknowledges that Dealer is relying on Purchaser's representation that Purchaser is the intended owner/end-user of the motor vehicle(s). Accordingly, Purchaser agrees that as a condition of the sale, Purchaser will retain ownership of the motor vehicle(s) and hold title in Purchaser's name for a minimum of twelve (12) months from the date of sale. Purchaser further agrees and acknowledges that if Purchaser breaches this provision and Dealer incurs expenses, penalties, and/or chargebacks from the manufacturer as a result, Purchaser will be liable to Dealer for the amount of such expenses, penalties, and/or chargebacks.

16. Any used motor vehicle sold to Purchaser by Dealer must be inspected and investigated by Purchaser as all such sales are deemed "AS IS" and "WITH ALL FAULTS" at the time of delivery by Dealer without any guarantee or warranty of any nature, expressed or implied (including no warranty that the odometer reading on the Purchased Unit(s) represents the actual mileage traveled) or any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer. Purchaser agrees that Dealer has made no representation and that Purchaser has not relied on any representations made by Dealer, but rather is relying on its own investigation and inspection of the Purchased Unit(s).

17. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

18. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative, notwithstanding any delays. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable. BUT the Parties agree that the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

19. No Broker; Manufacturer Incentives. If at any time Dealer determines that Purchaser intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer's incentives are intended to be used for retail customers at the location as identified by the Purchaser in this Order. Purchaser represents that it will register the Purchased Units(s) with its state motor vehicle department and is not purchasing the Purchased Units with the intent to resale same, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

20. This contract shall be governed by the laws of the State of Texas. Both Parties agree to present the other Party with notice of any claim relating to this Order at least five (5) business days before filing a petition or complaint relating thereto (in addition to any other applicable notice periods required by statute), during which time the Parties agree to negotiate in good faith to resolve their disputes. If the negotiations fail, the Parties hereby waive the right to trial by jury and agree to a trial by judge. The Parties agree that the mandatory venue for dispute resolution is the state courts of Harris County, Texas, unless otherwise required by law. Purchaser agrees it will bring any cause of action within one (1) year of the date of that causes' accrual, and that any causes of action or claims outside of that period are waived. The prevailing party in any disputes shall be entitled to recover reasonable attorney fees and expenses.

PURCHASER ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREED TO.

PURCHASER'S SIGNATURE: _____ DATE: _____ Last Updated 8/25/2022

End of Exhibit A

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: mike.crockett@doggett.com

Mike Crockett
Doggett Freightliner of South Texas, LLC
8700 IH 10 East
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

November 6, 2019

Sent Via Email: mike.crockett@doggett.com

Mike Crockett
Doggett Freightliner of South Texas, LLC
8700 IH 10 East
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time: August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date: October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Doggett Freightliner of South Texas, LLC	8/26/2019
Name of Proposing Company	Date
8700 IH 10 East	
Street Address	Signature of Authorized Company Official
Converse, Texas 78109	Mike Crockett
City, State, Zip	Printed Name of Authorized Company Official
(210) 277-4373	Government Fleet Sales
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
(210) 661-0289	46-3732669
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Doggett Freightliner of South Texas, LLC

Vendor Proposal/Contract Contact Name: Mike Crockett

Vendor Proposal/Contract Contact E-mail Address: Mike.crockett@doggett.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 8700 IH 10 East, Converse, Texas 78109

Company Website: www.doggett.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: Mike.crockett@doggett.com

Purchase Order Contact: Mike Crockett Phone: (210) 277-4373

Alternate Purchase Order E-mail Address: paula.watts@doggett.com

Alternate Purchase Order Contact: Paula Watts Phone: (210) 662-2531

☒ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: Mike.crockett@doggett.com

RFQ Contact: Mike Crockett Phone: (210) 277-4373

Alternate RFQ E-mail Address: Paula.watts@doggett.com

Alternate RFQ Contact: Paula Watts Phone: (210) 662-2531

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 8700 IH 10 East **Department:** Govt. Sales

City: Converse **State:** Texas **Zip Code:** 78109

Contact Name: Mike Crockett **Phone:** (210) 277-4373

Invoice Fax: (210) 661-0289 **Invoice E-mail Address:** Mike.crockett@doggett.com

Alternative Invoice E-mail Address: paula.watts@doggett.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: N/A **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

*** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

N/A

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $ N/A or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

N/A

Name of Certifying Agency:

N/A

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC

Company Name

Mike Crockett

Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Doggett Freightliner of South Texas, LLC

Company Name

Signature of Authorized Company Official

Mike Crockett

Printed Name

8/26/2019

Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

No deviation from the terms or conditions of this contract

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☒ Other:
Other = Driveaway service of completed vehicles.

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 1-180 ARO

4. Vendor Reference/Quote Number: BB-601-19

5. State your return policy: Parts must be returned in original packaging and not have been installed.
Titled motor vehicles can not be returned.

6. Are electronic payments acceptable? ☐ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

For parts and service omly
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

Location/Authorized Seller Listings

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Doggett Freightliner of South Texas, LLC
Company Name

8700 IH 10 East
Address

Converse | Tx | 78109
City | State | Zip

210-277-4373 | 210-661-0289
Phone Number | Fax Number

Mike Crockett
Contact Person

Doggett Freightliner of South Texas, LLC
Company Name

3103 N. Cage Blvd
Address

Pharr | Tx | 78577
City | State | Zip

956-513-0201 | 210-661-0289
Phone Number | Fax Number

Mike Crockett
Contact Person

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Doggett Freightliner of South Texas, LLC
Company Name

12002 FM 1472
Address

Laredo | Tx | 78045
City | State | Zip

956-857-3248 | 210-661-0289
Phone Number | Fax Number

Mike Crockett
Contact Person

Doggett Freightliner of El Paso, LLC
Company Name

1367 N. Horizon Boulevard
Address

El Paso | Tx | 79928
City | State | Zip

915-996-9772 | 210-661-0289
Phone Number | Fax Number

Mike Crockett
Contact Person

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

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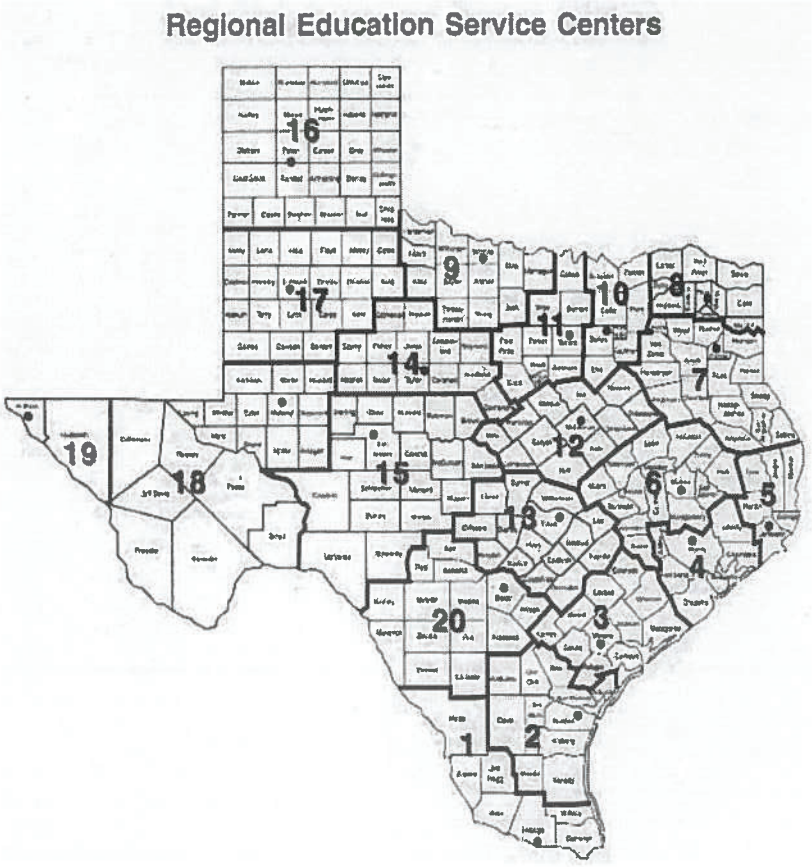
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.



Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A - All proposed products can be provided to any region.

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☑ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A - All proposed products can be provided to any region.

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Doggett Freightliner of South Texas, LLC
Name of Vendor

601-19
Proposal Invitation Number

Signature of Authorized Company Official

Mike Crockett
Printed Name of Authorized Company Official

8/26/2019
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 25,000,000 + . (The period of the 12 month period is 8/31/2018 / 8/26/2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	N/A
2. T-PASS (State of Texas)	Y	2014 - Current	065, 072, 075
3. U.S. Communities Purchasing Alliance	N	N	N/A
4. National IPA/TCPN	N	N	N/A
5. Houston-Galveston Area Council (HGAC)	N	2015-2019	065, 072, 075
6. National Joint Powers Alliance (NJPA)	N	N	N/A
7. E&I Cooperative	N	N	N/A
8. The Interlocal Purchasing System (TIPS)	N	N	N/A
9. Other	N	N	N/A

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 28.55% **Proposed Discount (%):** 31.75%

Explanation: The increased discount percentage on OEM options can be provided due to the large volume of contractual government business the is currently performed by Doggett.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

BuyBoard® Cooperative Purchasing
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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	TxDOT	Tony Firkins	512-465-3648	tony.firkins@txdot.gov	0-31.75%	$25M - $30M per year
2.	City of San Antonio	Maggie Metzner	210-207-2079	maggie.metzner@sanantonio.gov	0-28%	$2M-$8M per year
3.	TDCJ -	Cliff Pegoda	932-437-8952	clifford.pegoda@tdcj.texas.gov	0-30%	$2M-$4M per year
4.	City of McAllen -	Robert Trevino	956-534-7151	robert.trevino@mcallen.net	0-27%	$1M - $3M per year
5.	Texas Comptroller of Public Accounts -	Dan Kinsey -	512-463-3847	daniel.kinsey@cpa.texas.gov	0-31.75%	$20M - $25M per year

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Doggett Freightliner of South Texas, LLC in cooperation with our corporate marketing team will reach State and Local Government entities, school districts and public utilities via print, trade show and online marketing. We will also leverage our substantial geographical footprint and "cross industry" clients with nearly 40 locations in (4) states (Texas, Arkansas, Louisiana and New Mexico) to educate the State and local municipalities as well as school districts about the advantages of cooperative purchasing opposed to sealed bid solicitation. The above items combined with our many years of successful government contracting experience, high level of support, brand awareness, financial strength and continued growth plan will bring unparalleled advantage to the member clients of TASB and BuyBoard.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

- None -

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: The "Freightliner Data Book's" (supplied as detailed option and pricing catalogs) are Copyrighted Materials as indicated by the copyright disclosure listed prior to the table of contents of each document. This copyright is held by Freightliner, DTNA or other Daimler entities as indicated.

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

8/26/2019
Date

BuyBoard® Cooperative Purchasing
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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Doggett Freightliner of South Texas, LLC

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	____
Corporation	____
Limited Liability Company	x
Partnership	____
Other	____

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 46-3732669

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Doggett Freightliner of South Texas, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8700 IH 10 East

Requester's name and address (optional)

6 City, state, and ZIP code
Converse Texas 78109

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	6	–	3	7	3	2	6	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8-27-19

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	
2. Termination for Cause or Convenience	Yes	
3. Equal Employment Opportunity	Yes	
4. Davis-Bacon Act	Yes	
5. Contract Work Hours and Safety Standards Act	Yes	
6. Right to Inventions Made Under a Contract or Agreement	Yes	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	
8. Debarment and Suspension	Yes	
9. Byrd Anti-Lobbying Amendment	Yes	
10. Procurement of Recovered Materials	Yes	
11. Profit as a Separate Element of Price	Yes	
12. General Compliance and Cooperation with Cooperative Members	Yes	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Mike Crockett
Printed Name

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Doggett Freightliner of South Texas, LLC has been in operations since November of 2013. Doggett Freightliner of South Texas, LLC was established through the acquisition of Freightliner of San Antonio, LTD who was a Buyboard vendor for many years prior to acquisition. Doggett Freightliner is division of the Doggett group of companies who are Texas based and have in excess of $1B in revenue.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

The cooperative, term and government contracts are currently managed by Mike Crockett for truck, chassis and body sales and Paula Watts for the parts and service aspect of these contracts. Paula and Mike share more than 50 years of combined experience in the successful development, implementation and management of cooperative and government contracts. Doggett Freightliner of South Texas, LLC operates (7) Freightliner Truck Dealerships in Texas and Arkansas.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

As a business unit of Leslie Doggett Industries, Doggett Freightliner shares the financial strength of a diversified, privately held, family owned business with annual sales exceeding $1B and 1400+ full time employees. Doggett Freightliner of South Texas, LLC can obtain bonding and/or financing if needed for very large projects and maintains substantial insurance coverage. In addition, the owner and principals have not been a debtor party to a bankruptcy, receivership or insolvency proceeding in the past 7 years.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

N/A - None - Doggett Freightliner of South Texas, LLC is not currently in default of any loan or financing agreement.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A - None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A - None

Doggett Freightliner of South Texas LLC has not been party to any legal proceedings related to a contract similar to the TASB BuyBoard contract 601-19.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Doggett Freightliner of South Texas, LLC
Company Name

Signature of Authorized Company Official

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
156	Freightliner	Freightliner Model M2-106	**Freightliner Model M2-106** - Cab and chassis, 18,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.	$ 29,420.69	2020 Freightliner M2-106	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
157	Freightliner	Freightliner Model 108SD	**Freightliner Model 108SD** - Cab and chassis, 31,000# GVW, Eaton 9 speed transmission, 260 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.	$ 37,694.20	2020 Freightliner 108SD	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
158	Freightliner	Freightliner Model M2-112	**Freightliner Model M2-112** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 61,024.96	2020 Freightliner M2-112	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
159	Freightliner	Freightliner Model Cascadia 125	**Freightliner Model Cascadia 125** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 91,715.00	2020 Freightliner Cascadia CA 126	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
160	Freightliner	Freightliner Model 122 SD	**Freightliner Model 122 SD** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 90,377.11	2020 Freightliner 122SD (Severe Duty)	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
161	Freightliner	Freightliner Model 114SD	**Freightliner Model 114SD** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 59,934.20	2020 Freightliner 114SD	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
162	Freightliner	Freightliner Cascadia 113	**Freightliner Model Cascadia 113** - Cab and chassis, Detroit DD13 370 HP, Eaton FR15210B, front axle 12000 lbs, rear axle 40000 lbs, complete with all manufacturer's standard equipment.	$ 90,124.71	2020 Freightliner Cascadia CA116	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
163	Freightliner	Freightliner MT45	**Freightliner MT45** - Van Chassis (cab and chassis), 14,990# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, rear axle 13,000 lbs, rear axle 12,000lbs, complete with all manufacturer's standard equipment.	$ 44,321.00	Freightliner / FCCC MT 45	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
164	Freightliner	Freightliner MT55	**Freightliner MT55** - Van Chassis (cab and chassis), 25,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 2200 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 13,500lbs, complete with all manufacturer's standard equipment.	$ 46,268.00	Freightliner / FCCC MT 55	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
165	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	31.75 %	Doggett Freightliner of South Texas / Daimler Data Book for proposed vehicles catalog	None
166	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	0 %	Doggett Freightliner of South Texas, LLC Pricelist	None
167	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	20 %	Doggett Freightliner of South Texas LLC Pricelist	None

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
168	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 %	Daimler Truck Finance - Actual Expense incurred	None
169	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	Freightliner, Detroit, Cummins, Allison extended coverage as listed in Data Books.	None

Section III: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
170	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 116.25 /Hour	This represents a 25% discount from a posted "door rate" of $155.00 per Hour	None
171	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 116.25 /Hour	This represents a 25% discount from a posted "door rate" of $155.00 per Hour	None
172	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 1.50 /Mile	Delivery	Delivery within 50 miles of San Antonio, El Paso, Pharr or Laredo is included at no charge.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").

II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Doggett Freightliner of South Texas, LLC

Address: 8700 IH 10 East, Converse, Texas 78109

Signature of Authorized Company Official: _____ Title: Govt. Sales

Telephone Number: 210-277-4373 Date: 8/27/2019

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	**Autocar DC64** - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.

   a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
   b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.

3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	**Yamaha FJR1300 P Police Motorcycle** - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Doggett Freightliner of South Texas, LLC

Address: 8700 IH 10 East Converse, Texas 78109

Signature of Authorized Company Official: _____ Title: Govt. Sales

Telephone Number: 210-277-4373 Date: 8/27/2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Doggett Freightliner of South Texas, LLC

Address: 8700 IH 10 East Converse, Texas 78109

Signature of Authorized Company Official: _____ Title: Govt. Sales

Telephone Number: 210-277-4373 Date: 8/27/2019

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	**Freightliner Sprinter C2500** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	**Freightliner Sprinter C3500** - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	**Freightliner Sprinter 3500 C/C** - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	**Freightliner Sprinter P2500 Passenger Van -** 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTUER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
424	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-HD 14500** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-XD 16000** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	**Isuzu Cabover – FTR 25950** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
427	Honda	Honda Gold Wing Police Motorcycle	**Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Doggett Freightliner of South Texas, LLC

Address: 8700 IH 10 East Converse, Texas 78109

Signature of Authorized Company Official: _____ Title: Govt. Sales

Telephone Number: 210-277-4373 Date: 8/27/2019

DAIMLER

Daimler Trucks North America

John Georgoulis
Manager
Business Development

August 28, 2019

Mr. Craig Chandler
Sales Manager
Doggett Freightliner of South Texas
8700 IH 10 East
Converse, TX 78109

Mr. Chandler:

This letter confirms that Doggett Freightliner of South Texas is an authorized Freightliner Trucks Full Service dealer under a Freightliner Trucks dealer agreement at the following locations:

8700 IH 10 East
Converse, Texas 78109

12002 FM 1472
Laredo, Texas 78045

3103 N. Cage
Pharr, Texas 78577

1367 N. Horizon Blvd.
El Paso, Texas 79928

Sincerely,

John Georgoulis
Manager Business Development

cc: Paul Burk
Mike Crockett

Daimler Trucks North America LLC
9225 Indian Creek Parkway
Suite 120
913.906.5504 Phone
913.451.8662 Fax
John.Georgoulis@Daimler.com

DAIMLER

Daimler Trucks North America

John Georgoulis
Manager
Business Development

August 28, 2019

Mr. Craig Chandler
Sales Manager
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, TX 78045

Mr. Chandler:

This letter confirms that Doggett Freightliner of South Texas is an authorized Western Star Trucks Full Service dealer under a Western Star Trucks dealer agreement at the following locations:

12002 FM 1472
Laredo, Texas 78045

3103 N. Cage
Pharr, Texas 78577

Sincerely,

John Georgoulis
Manager Business Development

cc: Paul Burk
Mike Crockett

Daimler Trucks North America LLC
9225 Indian Creek Parkway
Suite 120
913.906.5504 Phone
913.451.8662 Fax
John.Georgoulis@Daimler.com

DAIMLER

Daimler Trucks North America

John Georgoulis
Manager
Business Development

August 28, 2019

Mr. Craig Chandler
Sales Manager
Truck Enterprises, Inc.
13675 Gateway Blvd. West
El Paso, TX 79928

Mr. Chandler:

This letter confirms that Truck Enterprises, Inc. is an authorized Western Star Trucks Full Service dealer under a Western Star Trucks dealer agreement at the following locations:

13675 Gateway Blvd. West
El Paso, TX 79928

Sincerely,

John Georgoulis
Manager Business Development

cc: Paul Burk
Mike Crockett

Daimler Trucks North America LLC
9225 Indian Creek Parkway
Suite 120
913.906.5504 Phone
913.451.8662 Fax
John.Georgoulis@Daimler.com

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: C123086

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION

P123088X	Utility Trailer/Semi-Trailer
P123087	Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
SelecTrucks of San Antonio,
8700 INTERSTATE 10 E
CONVERSE, TEXAS BEXAR 78109-9722

EXPIRES: 10-31-2019
PHYSICAL LOCATION:
8700 IH 10 E
CONVERSE, TEXAS BEXAR 78109-9722

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLOWING LINE(S) OF NEW MOTOR VEHICLES:
Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck, Detroit Diesel : EN-Engine, Cummins Diesel Engine : EN-Engine, ALLISON TRANSMISSION : TM-Transmission

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A127432

GENERAL DISTINGUISHING NUMBER:

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

P127434X	Utility Trailer/Semi-Trailer
P127433	Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
Doggett Freightliner of El Paso,
7110 NORTH FWY ATTN:BRIAN P MCLEMORE
HOUSTON, TEXAS HARRIS 77076-1309

EXPIRES: 11-30-2020
PHYSICAL LOCATION:
1367 HORIZON BLVD
EL PASO, TEXAS EL PASO 79928-4835

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Detroit Diesel : EN-Engine, Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A123441

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION

P123443X	Utility Trailer/Semi-Trailer
P123442	Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
SelecTrucks of Pharr,
PO BOX 201150
SAN ANTONIO, TEXAS BEXAR 78220-8150

EXPIRES: 11-30-2019
PHYSICAL LOCATION:
3103 N CAGE BLVD
PHARR, TEXAS HIDALGO 78577-1709

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLOWING LINE(S) OF NEW MOTOR VEHICLES:
Freightliner : HT-Heavy Truck, Detroit Diesel : EN-Engine, Freightliner : MT-Medium Truck, WESTERN STAR : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B123080

GENERAL DISTINGUISHING NUMBER:

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

P123082X	Utility Trailer/Semi-Trailer
P123081	Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
PO BOX 201150
SAN ANTONIO, TEXAS BEXAR 78220-8150

EXPIRES: 10-31-2021
PHYSICAL LOCATION:
12002 FM 1472
LAREDO, TEXAS WEBB 78045

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Detroit Diesel : EN-Engine, Cummins Diesel Engine : EN-Engine, Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck, WESTERN STAR : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

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Cooperative Purchasing
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ASSIGNMENT OF BUYBOARD CONTRACT

Re: Freightliner of Austin, Contract #601-19, Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Texas Cooperative) awarded Austin Truck & Equipment Ltd. dba Freightliner of Austin, 1701 Smith Road, Austin, Texas 78721, (Awarded Vendor) the above referenced contract (Contract) to sell the products and/or services specified in the attached Exhibit A to Texas Cooperative members.

By virtue of a sale effective December 13, 2021, all of Awarded Vendor's rights and obligations under the Contract have been transferred to and assumed by the undersigned vendor (Assignee).

Assignee is bound by all terms and conditions of such contract, which the BuyBoard is providing to Assignee as part of the documentation related to this assignment, and shall fulfill all obligations to the Texas Cooperative and its members thereunder, including without limitation providing the subject products and/or services to their members at a pricing discount and structure at least as good as that required under Awarded Vendor's contract and paying all service fees due the BuyBoard on purchase orders for such products or services.

By signature below of its authorized representative, Assignee confirms the facts and acknowledges and agrees to its obligations under the Contract as set out above.

Acknowledged and Accepted By Assignee:

Doggett Freightliner of South Texas, LLC dba Freightliner of Austin, 9111 North Freeway, Houston, Texas 77037

Authorized Signature: _____

Printed Name: Wm Leslie Doggett Title: President

Texas Regions Served: _____

Approved:

BuyBoard Administrator: Connie W Burkett Digitally signed by Connie W Burkett Date: 2022.03.14 10:20:53 -05'00' Date: _____

Exhibit A

Description	Price
Freightliner Model Cascadia 125 - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR- 15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment." Line Item 159	$88,246.00
Freightliner Model 114SD - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment." Line Item 161	$70,282.00
Freightliner Model Cascadia 113 - Cab and chassis, Detroit DD13 370 HP, Eaton FR15210B, front axle 12000 lbs., rear axle 40000 lbs., complete with all manufacturer's standard equipment. Line Item 162	$92,481.00
Freightliner MT45 - Van Chassis (cab and chassis), 14,990# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, rear axle 13,000 lbs., rear axle 12,000lbs Line Item 163	$44,321.00
Freightliner MT55 - Van Chassis (cab and chassis), 25,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 2200 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 13,500lbs Line Item 164	$53,759.00
30% Discount Off Freightliner Austin pricelist for all Original Equipment Manufacturer (OEM) Options. Line Item 165	
0% Discount Off Freightliner Austin pricelist for Third Party (not OEM) and Unpublished Options, Equipment, and Supplies. Line Item 166	
15% Discount Off Freightliner Austin pricelist for all Original Equipment Manufacturer (OEM) Parts and Supplies. Line Item 167	
0% Discount Off Freightliner Auston pricelist for Floor plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles). Line Item 168	
5% Discount Off Freightliner Austin pricelist for Extended Service Maintenance Agreements. Line Item 169	
Hourly Labor Rate for Vehicle Installation or Repair Service. Line Item 170	$145.00
Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair. Line Item 171	$145.00
Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles. Line Item 172	$1.50

Freightliner Sprinter C2500 - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment. Line Item 412	$37,602.00
Freightliner Sprinter C3500 - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment. Line Item 413	$44,451.00
Freightliner Sprinter 3500 C/C - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment. Line Item 414	$40,540.00
Freightliner Sprinter P2500 Passenger Van - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment. Line Item 415	$49,620.00
5% Discount Off Freightliner Sprinter pricelist for all Original Equipment Manufacturer (OEM) Options. Line Item 416	
0% Discount Off Freightliner Sprinter pricelist for Third Party (not OEM) and Unpublished Options and Equipment. Line Item 417	
5% Discount Off Freightliner Sprinter pricelist for all Original Equipment Manufacturer (OEM) Parts. Line Item 418	
0% Discount Off Freightliner Sprinter pricelist for Floor plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles). Line Item 419	
0% Discount Off Freightliner Sprinter pricelist for Extended Service Maintenance Agreements. Line Item 420	
Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service. Line Item 421	$165.00
Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair. Line Item 422	$165.00
Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles. Line Item 423	$1.50

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: carlton@ftl1.com

Carlton Hempel
Freightliner of Austin
1701 Smith Road
Austin, TX 78721

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time: August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date: October 2019

Freightliner of Austin
Name of Proposing Company

8-29-19
Date

1701 Smith Rd
Street Address

Signature of Authorized Company Official

Austin, TX 78721
City, State, Zip

Carlton Hempel
Printed Name of Authorized Company Official

512 389 0000
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

512 389 2663
Fax Number of Authorized Company Official

26-1564219
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Freightliner of Austin

Vendor Proposal/Contract Contact Name: Carlton Hempel

Vendor Proposal/Contract Contact E-mail Address: carlton@FTL1.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 1701 Smith Rd Austin, TX 78721

Company Website: freightlinerofaustin.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: carlton@FTL1.com

Purchase Order Contact: Carlton Hempel Phone: 512 389 0000

Alternate Purchase Order E-mail Address: jay@FTL1.com

Alternate Purchase Order Contact: Jay Hendrix Phone: 512 389 0000

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: carlton@FTL1.com

RFQ Contact: Carlton Hempel Phone: 512 389 0000

Alternate RFQ E-mail Address: jay@FTL1.com

Alternate RFQ Contact: Jay Hendrix Phone: 512 389 0000

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 1701 Smith Rd **Department:** _____

City: Austin **State:** TX **Zip Code:** 78721

Contact Name: Scott Miiller **Phone:** 512 389 0000

Invoice Fax: 512 389 2663 **Invoice E-mail Address:** smiiller@FTL1.com

Alternative Invoice E-mail Address: carlton@FTL1.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Carlton Hempel
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

8-29-19
Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 90+ ARO

4. Vendor Reference/Quote Number: Buy Board Trucks

5. State your return policy: No returns

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Freightliner of Austin
Company Name

1701 Smith Rd
Address

Austin | TX | 78721
City | State | Zip

512 389 0000 | 512 389 2663
Phone Number | Fax Number

Carlton Hempel
Contact Person

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

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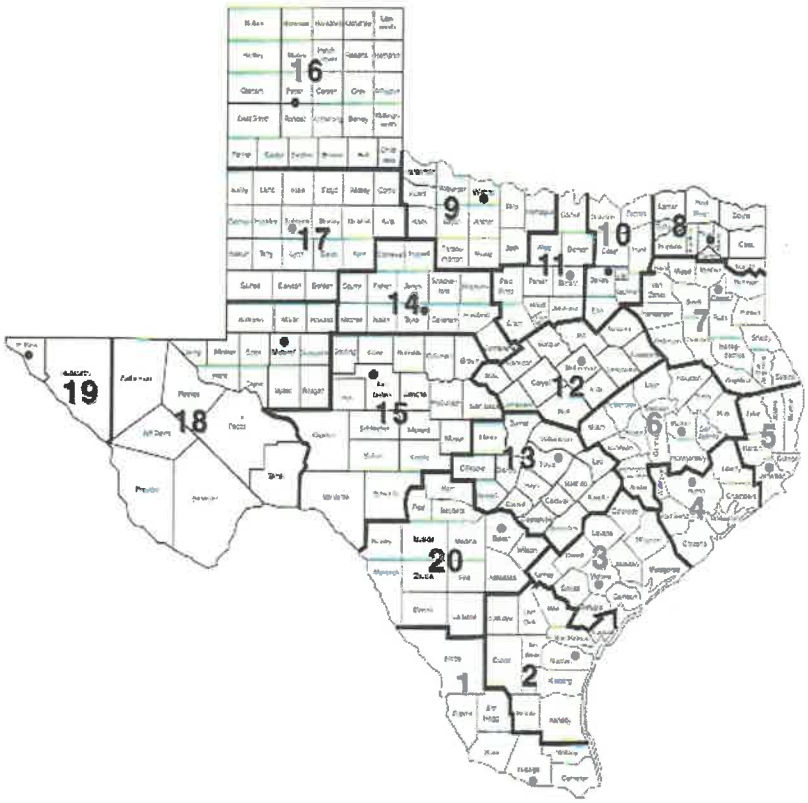
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

■ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ■ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Freightliner of Austin
Name of Vendor

Signature of Authorized Company Official

601-19
Proposal Invitation Number

Carlton Hempel
Printed Name of Authorized Company Official

8-29-19
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 11,000,000. (The period of the 12 month period is 7/1/18 / 6/30/19). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)	y		Fire service apparatus
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 30 **Proposed Discount (%):** 30

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Austin	Raymond Benavidez	512 974 1941	raymond.benavidez@austintexas.gov	0%	10
2.	Travis County	Chuck Schoenfeld	512 854 4658	charles.schoenfeld@traviscountytx.gov	0%	6
3.	Hays County	Norm Selbig	512 754 8883	norm.selbig@co.hays.tx.us	0%	7
4.	Williamson County	Ron Roberts	512 943 3306	rroberts@wilco.org	0%	12
5.	Bastrop County	Jeff Kreider	512 581 7110	purchasing@co.bastrop.tx.us	0%	4

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Freightliner of Austin will continue to market the BuyBoard in a manner consistent with what we have done on previous BuyBoard contracts. We will continue to market our services to existing BuyBoard members through follow ups and product demonstrations. We will continue to market the BuyBoard through our participation in trade associations and municipal associations. We will also work jointly with body builders who have a specific body on the BuyBoard.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

3-29-19
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Austin Truck & Equipment LTD dba Freightliner of Austin
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	____
Corporation	____
Limited Liability Company	____
Partnership	x
Other	____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 26-1564219
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Freightliner of Austin

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AUSTIN TRUCK & EQUIPMENT, LTD.

2 Business name/disregarded entity name, if different from above

FREIGHTLINER OF AUSTIN

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1701 SMITH ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

AUSTIN, TX 78721

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	1	5	6	4	2	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Lisa Avila | **Date** ▶ 7-25-19

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	yes	CH
2. Termination for Cause or Convenience	yes	CH
3. Equal Employment Opportunity	yes	CH
4. Davis-Bacon Act	yes	CH
5. Contract Work Hours and Safety Standards Act	yes	CH
6. Right to Inventions Made Under a Contract or Agreement	yes	CH
7. Clean Air Act and Federal Water Pollution Control Act	yes	CH
8. Debarment and Suspension	yes	CH
9. Byrd Anti-Lobbying Amendment	yes	CH
10. Procurement of Recovered Materials	yes	CH
11. Profit as a Separate Element of Price	yes	CH
12. General Compliance and Cooperation with Cooperative Members	yes	CH

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Freighliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Freightliner of Austin has been in business since 1990. We are not for sale.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We have a sales staff of 7 sales professionals and a total staff of 80 employees.
The average time in the industry for the sales team is 18 years.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

As stated above we have been in business since 1990 and none of the owners have filed for any type of bankruptcy protection. We are financially sound business that continues to grow.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification)**
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [ ] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Required Forms Checklist**
- [ ] Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
156	Freightliner	Freightliner Model M2-106	**Freightliner Model M2-106** - Cab and chassis, 18,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.	$ 32405	Freightliner M2 106	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
157	Freightliner	Freightliner Model 108SD	**Freightliner Model 108SD** - Cab and chassis, 31,000# GVW, Eaton 9 speed transmission, 260 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.	$ 44756	Freightliner 108SD	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
158	Freightliner	Freightliner Model M2-112	**Freightliner Model M2-112** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 63544	Freightliner M2 112	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
159	Freightliner	Freightliner Model Cascadia 125	**Freightliner Model Cascadia 125** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 82146	Freightliner CA126	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
160	Freightliner	Freightliner Model 122 SD	**Freightliner Model 122 SD** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 80977	Freightliner 122SD	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
161	Freightliner	Freightliner Model 114SD	**Freightliner Model 114SD** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ 57696	Freightliner 114SD	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
162	Freightliner	Freightliner Cascadia 113	**Freightliner Model Cascadia 113** - Cab and chassis, Detroit DD13 370 HP, Eaton FR15210B, front axle 12000 lbs, rear axle 40000 lbs, complete with all manufacturer's standard equipment.	$ 80478	Freightliner CA116	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
163	Freightliner	Freightliner MT45	**Freightliner MT45** - Van Chassis (cab and chassis), 14,990# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, rear axle 13,000 lbs, rear axle 12,000lbs, complete with all manufacturer's standard equipment.	$ 43865	Freightliner MT45	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
164	Freightliner	Freightliner MT55	**Freightliner MT55** - Van Chassis (cab and chassis), 25,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 2200 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 13,500lbs, complete with all manufacturer's standard equipment.	$ 45028	Freightliner MT55	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
165	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	30 %	Freightliner Catalog	
166	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	0 %	Freightliner Catalog	
167	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	15 %	Freightliner Catalog	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
168	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 %	Freightliner Catalog	
169	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.	5 %	Freightliner Catalog	

Section III: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
170	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 145 /Hour	Freightliner	
171	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 145 /Hour	Freightliner	
172	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 1.50 /Mile	Freightliner	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").

II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin, TX 78721

Signature of Authorized Company Official: _____ Title: Vice President

Telephone Number: 512 389 0000 Date: 7-29-19

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	**Autocar DC64** - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.

   a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
   b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.

3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	**Yamaha FJR1300 P Police Motorcycle** - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin, TX 78721

Signature of Authorized Company Official: _____ Title: Vice President

Telephone Number: 512 389 0000 Date: 7-29-19

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: _____ Title: VP

Telephone Number: 5123890000 Date: 8-27-19

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	**Freightliner Sprinter C2500** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ 37602	Freightliner Sprinter C2500	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	**Freightliner Sprinter C3500** - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ 44451	Freightliner Sprinter C3500	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	**Freightliner Sprinter 3500 C/C** - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ 40540	Freightliner Sprinter C/C	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	**Freightliner Sprinter P2500 Passenger Van** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ 49620	Freightliner sprinter PV	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTUER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	5 %	Freightliner sprinter	
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	0 %	Freightliner sprinter	
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	5 %	Freightliner sprinter	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 %	Freightliner Sprinter	
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	0 %	Freightliner sprinter	

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 165 /Hour	Published RATE	
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 165 /Hour	Published Rate	
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 1.50 /Mile	Per previous contract	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 4

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
424	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-HD 14500** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-XD 16000** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	**Isuzu Cabover – FTR 25950** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
427	Honda	Honda Gold Wing Police Motorcycle	**Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: VP

Telephone Number: 512 389 0000 Date: 8-27-19

DAIMLER

Daimler Trucks North America

John Georgoulis
Manager
Business Development

July 19, 2019

Mr. Carlton Hempel
Sales Manager
Freightliner of Austin
1701 Smith Road
Austin, TX 78721

Mr. Hempel:

This letter confirms that Freightliner of Austin located at 1701 Smith Road, Austin, Texas is an authorized Freightliner Trucks Full Service dealer under a Freightliner Trucks dealer agreement.

Please contact me if you have any questions regarding this letter.

Sincerely,

John Georgoulis
Manager Business Development

cc: Jay Hendrix

Daimler Trucks North America LLC
9225 Indian Creek Parkway
Suite 120
913.906.5504 Phone
913.451.8662 Fax
John.Georgoulis@Daimler.com

A Daimler Company

Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: C122187

GENERAL DISTINGUISHING NUMBER:

P20265	Motor Vehicle
P4247X	Utility Trailer/Semi-Trailer

Austin Truck & Equipment, Ltd.
Freightliner of Austin,
1701 SMITH RD
AUSTIN, TEXAS TRAVIS 78721-3544

EXPIRES: 10-31-2019
PHYSICAL LOCATION:
1701 SMITH RD
AUSTIN, TEXAS TRAVIS 78721-3544

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Freightliner : MT-Medium Truck, Cummins Diesel Engine : EN-Engine, Detroit Diesel : EN-Engine, Freightliner : LT-Light Truck, Freightliner : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

End of Exhibit B

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

NOTICE OF PROPOSAL INVITATION AND INSTRUCTIONS TO PROPOSERS

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
Phone: 512-467-0222
Fax: 800-211-5454
E-Mail: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative as further explained in the Proposal Invitation.

PROPOSAL SUBMISSION INSTRUCTIONS

Completed sealed proposals for **Proposal No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor must be received on or before 4:00 PM August 1, 2019,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out below. **Late proposals will not be accepted.**

Electronic Proposal Submission:

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.

Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its proposal via electronic submission. Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- To upload a Proposal, select the "Response Attachments" tab to upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (forms, completed specifications, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists.
- Select the "Response Submission" tab to submit the proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be accepted until all errors are corrected.***
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any vendor without the technical capability or wishing to submit a hard copy proposal, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed specifications, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD***. **Paper copies will NOT be accepted**.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS

Electronic catalogs/pricelists must be submitted in the required format with the Proposal (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative:

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, no paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog:

BuyBoard Specification Category	Part/Item Number	Item Description	List Price
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

Vendors proposing various manufacturer product lines per line item on the **Proposal Specification form** must submit the information as follows *or Vendor's proposal may not be considered*:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed

If a vendor's response to the **Proposal Specification form** states "please see attachment," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the **Proposal Specifications form** or Vendor's proposal may not be considered.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

PROPOSAL INVITATION NO. 601-19
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GENERAL INFORMATION

Proposal Invitation No. 601-19 – Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

**Please make sure that you have either downloaded and/or printed all sections of this Proposal Invitation.*

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Invitation Forms and Specifications**
4. **General Terms and Conditions**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of **Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor** that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for the base price of each vehicle plus associated fees (with the exception of delivery), a discount off of catalog or pricelist for all options and upgrades, not-to-exceed hourly labor rates for installation and repair, and per mile delivery fees. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from December 1, 2019 through November 30, 2020, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of vendor's past performance evaluation on future proposal invitations. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

The estimated value of this contract is $362,234,943; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.

SERVICE FEE

By submission of a response to this Proposal Invitation, it will be the vehicle dealer's responsibility to collect the BuyBoard Fee of **$400 per purchase order** from the purchasing entity **for all vehicles, including cab, chassis and options**. **This fee is NOT to be included in the price of the vehicles for the purpose of this proposal**; however, it must be shown as a line item price on the individual quotes to the purchaser.

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **2% per Purchase Order for parts and repair/service labor** generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the price of parts and repair/service labor in the awarded pricing.

Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. An awarded Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).

All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

The Proposal Invitation seeks base pricing for vehicles. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of order. All options are to be priced at standard government pricing. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Any option that has not been listed and priced in the response is considered to be an "Unpublished Option." Unpublished Options may be sold, but only in connection with the sale of an awarded base product item, and only if the

total cost of all "Unpublished Options" remains below twenty-five percent (25%) of the total cost of the base product plus any Published Options. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another Vendor.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on unit price and discount off catalog or price list and may contain a not-to-exceed hourly labor rate. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive.

COMPLIANCE WITH APPLICABLE LAWS

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must sign and submit the Construction Related-Goods and Services Affirmation form in the Proposal Invitation forms regardless of type of goods or services associated with this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

WARRANTY/GUARANTY

All products purchased under this contract shall be **NEW** and free from defects.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date:
October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

VENDOR CONTACT INFORMATION

Name of Company: _____

Vendor Proposal/Contract Contact Name: _____

Vendor Proposal/Contract Contact E-mail Address: _____

Vendor Contact Mailing Address for Proposal/Contract Notices: _____

_____

Company Website: _____

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☐ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: _____

Purchase Order Contact: _____ Phone: _____

Alternate Purchase Order E-mail Address: _____

Alternate Purchase Order Contact: _____ Phone: _____

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: _____

RFQ Contact: _____ Phone: _____

Alternate RFQ E-mail Address: _____

Alternate RFQ Contact: _____ Phone: _____

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____

Invoice Fax: _____ **Invoice E-mail Address:** _____

Alternative Invoice E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

*** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____ _____
Company Name Address

_____ _____ _____
City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____
Printed Name

_____
Signature of Authorized Company Official

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

_____
Date

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

_____

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

_____

3. Number of Days for Delivery: _____ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

_____

6. Are electronic payments acceptable? ☐Yes ☐ No

7. Are credit card payments acceptable? ☐Yes ☐ No

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____
Designated Dealer Name

_____
Designated Dealer Address

_____ _____ _____
City State Zip

_____ _____
Phone Number Fax Number

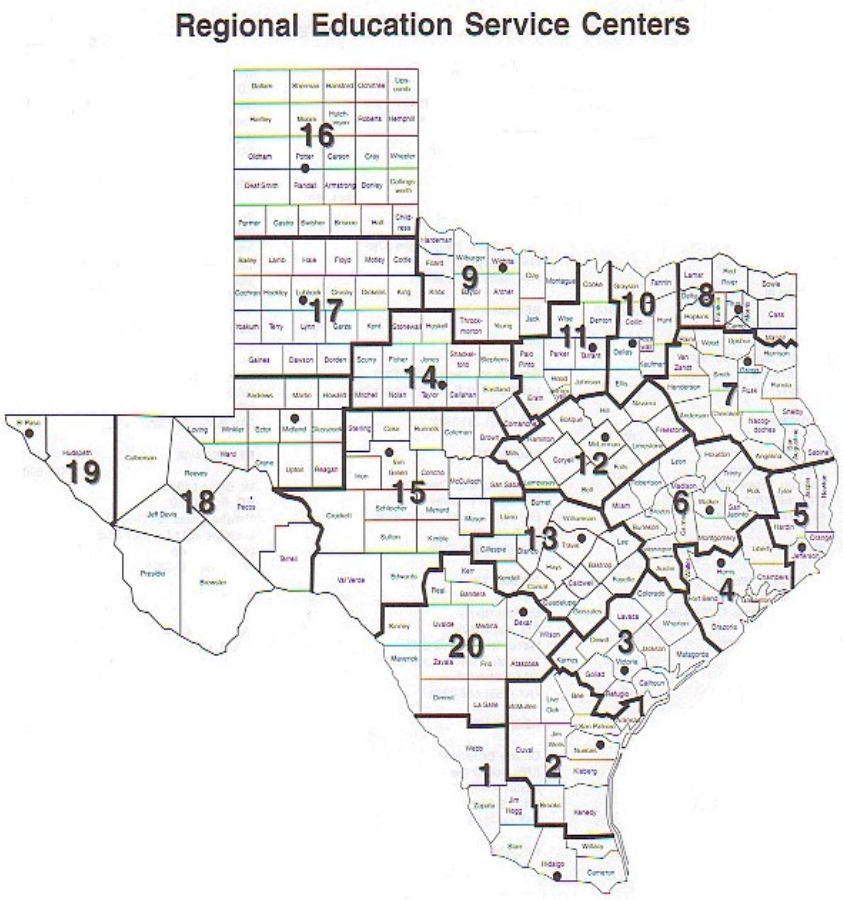
_____ _____
Email address Designated Dealer Tax ID Number* **(*attach W-9)**

_____
Designated Dealer Contact Person

_____ _____
Your Company Name Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.



☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

_____

Company Name

_____ _____

Signature of Authorized Company Official Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

_____	_____
Name of Vendor	Proposal Invitation Number
_____	_____
Signature of Authorized Company Official	Printed Name of Authorized Company Official

_____
Date

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FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12 month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

_____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____

Company Name

_____ _____

Signature of Authorized Company Official Printed Name

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone #	Email Address	Discount	Quantity / Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

_____
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership _____
Other _____ If other, identify _____
_____
_____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

_____

_____

_____

_____

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident/Nonresident Certification**
- ☐ Completed: **No Israel Boycott Certification**
- ☐ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation/Compliance**
- ☐ Completed: **Location/Authorized Seller Listings**
- ☐ Completed: **Manufacturer Dealer Designation**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential/Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Required Forms Checklist**
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Autocar Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
1	Autocar	Autocar ACX42, Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACX42** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
2	Autocar	Autocar ACMD42, Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACMD42** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
3	Autocar	Autocar ACX64 Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACX64** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with manufactrer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4	Autocar	Autocar ACMD64 Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACMD64** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufactrer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Autocar Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
5	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
6	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
7	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
8	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
9	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
10	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
11	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
12	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
13	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	**Chevrolet Sonic (1LS 1JU69) Compact Sedan -** Chevrolet Sonic 1LS 1JU69 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
14	Chevrolet Spark (1DR48)	Compact Sedan	**Chevrolet Spark (1DR48) Compact Sedan -** Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
15	Chevrolet Impala LS (1GX69)	Full Size Sedan	**Chevrolet Impala LS (1GX69) Full Size Sedan -** Chevrolet Implala LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
16	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	**Chevrolet Malibu LS (1ZC69) Mid Size Sedan -** Chevrolet Malibu LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
17	Chevrolet Trax (1JU76)	Sport Utility	**Chevrolet Trax (1JU76) Sport Utility -** Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
18	Chevrolet Traverse (1NB56 FWD)	Sport Utility	**Chevrolet Traverse (1NB56 FWD) Sport Utility -** Chevrolet Traverse 1NB56 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
19	Chevrolet Traverse (1NV56 AWD)	Sport Utility	**Chevrolet Traverse (1NV56 AWD) Sport Utility -** Chevrolet Traverse 1NV56 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
20	Chevrolet Equinox Model LS (1XP26 FWD)	Sport Utility	**Chevrolet Equinox LS (1XP26 FWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
21	Chevrolet Equinox Model LS (1XX26 AWD)	Sport Utility	**Chevrolet Equinox LS (1XX26 AWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
22	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	**Chevrolet Tahoe (CC15706-1FL) Sport Utility -** Chevrolet Tahoe, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
23	Chevrolet Suburban (CC15906-1FL)	Sport Utility	**Chevrolet Suburban (CC15906-1FL) Sport Utility -** Chevrolet Suburban, 2WD, 1/2 ton, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
24	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	**Chevrolet Colorado Extended Cab (12M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
25	Chevrolet Silverado 1500 Pickup (CC10903)	Full Size Pickup, 1/2 ton, Regular cab	**Chevrolet Silverado 1500 Full Size (CC10903) Pickup -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
26	Chevrolet Silverado 2500HD Pickup (CC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**Chevrolet Silverado 2500HD Full Size (CC20903) Pickup -** 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
27	Chevrolet Silverado 3500HD Pickup (CC30903)	Full Size Pickup, 1 ton, Regular Cab	**Chevrolet Silverado 3500HD Full Size (CC30903) Pickup -** 1 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
28	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	**Chevrolet Colorado Chassis Extended Cab (12M53)** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
29	Chevrolet Silverado 3500HD Chassis Cab (CC31003)	Chassis Cab	**Chevrolet Silverado 3500HD Chassis Cab (CC31003)** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
30	Chevrolet Express Cutaway (CG33503)	Cutaway Van	**Chevrolet Express (CG33503) Cutaway Van -** Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
31	Chevrolet Tahoe Police 9C1 (PPV CC15706)	Law Enforcement	**Chevrolet Tahoe (PPV CC15706) 9C1 Police Package -** 2WD, Police package with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
32	Chevrolet Camaro (1AG37)	Sport Sedan	**Chevrolet Camaro (1AG37) Sport Sedan -** Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
33	Chevrolet LCF 3500 12000 GVW (CP11003)	Low Cab Forward	**Chevrolet LCF 3500 12000 GVW (CP11003) -** gasoline engine, base model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
34	Chevrolet LCF 4500 14500 GVW (CP31003)	Low Cab Forward	**Chevrolet LCF 4500 14500 GVW (CP31003) -** gasoline engine, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
35	Chevrolet LCF 5500HD 17950 GVW (CT51003)	Low Cab Forward	**Chevrolet LCF 5500HD 17950 GVW (CT51003) -** diesel engine, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
36	Chevrolet LCF 5500XD 19500 GVW (CT61003)	Low Cab Forward	**Chevrolet LCF 5500XD 19500 GVW (CT61003) -** diesel engine, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
37	Chevrolet Express 2500 Cargo Van (CG23405)	Cargo Van	**Chevrolet Express 2500 (CG23405) Full Size Cargo Van -** Chevrolet Express, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
38	Chevrolet BOLT 1FB48	Sport Utility	**Chevrolet Bolt EV (1FB48) all electric Sport Utility -** Chevrolet Bolt EV LT base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
39	Chevrolet Express 2500 Passenger Van (CG23406)	Passenger Van	**Chevrolet Express 2500 (CG23406) Full Size Passenger Van -** Chevrolet Express base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
40	Chevrolet 4500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 4500 -** Medium Duty Chassis Cab, 16,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
41	Chevrolet 5500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 5500-** Medium Duty Chassis Cab 18,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
42	Chevrolet 6500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 6500 -** Medium Duty Chassis Cab, 21,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
43	Chevrolet Blazer (1NH26)	Sport Utility	**Chevrolet Blazer (1NH26) Sport Utility -** Chevrolet Blazer base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: GMC Vehicles						
44	GMC Terrain (TLX26)	Sport Utility	**GMC Terrain (TLX26) Sport Utility -** GMC Terrain SLE base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
45	GMC Yukon (TC15706)	Sport Utility	**GMC Yukon (TC15706) Sport Utility -** GMC Yukon SLE base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
46	GMC Canyon pickup (T2M53)	Extended Cab Pickup	**GMC Canyon Extended Cab (T2M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
47	GMC Sierra Pickup (TC10703)	Full Size Pickup, 1/2 ton, Regular cab	**GMC Sierra Full Size Pickup (TC10703) -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
48	GMC Sierra 2500HD Pickup (TC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**GMC Sierra 2500HD Full Size (TC20903) Pickup -** 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
49	GMC Sierra 3500HD Pickup (TC30903)	Full Size Pickup, 1 ton, Regular Cab	**GMC Sierra 2500HD Full Size (TC30903) Pickup -** 1 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section III: Buick Vehicles						
50	Buick Encore (4JU76)	Sport Utility	**Buick Encore (4JU76) Sport Utility -** Buick Encore 1SB base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
51	Buick Enclave (4NB56) FWD	Sport Utility	**Buick Enclave (4NB56) FWD Sport Utility -** Buick Enclave 1SD base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section IV: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
54	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
55	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
56	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
57	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
58	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
59	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chrysler Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
60	Chrysler 300 Sedan (LXCH48)	Sedan	**Chrysler 300 (LXCH48) Sedan -** Base sedan model, 3.6L, 8 speed automatic, flex fuel with 6 cyl engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
61	Chrylser Pacifica	Passenger Van	**Chrysler Pacifica Passenger Van** - Base model, standard 9 speed automatic transmission, on all trim levels, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: Dodge Vehicles						
62	Dodge Charger (LDDM48)	Sedan	**Dodge Charger (LDDM48) Sedan -** Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6 cyl engine configuration, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
63	Dodge Charger Pursuit-Police Package (LDDE48)	Pursuit-Police Package	**Dodge Charger (LDDE48) Pursuit Police Package -** Base model, 3.6L, flex fuel vehicle on 6 cyl model, 292 horsepower, complete with all manufactuer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
64	Dodge Challenger (LCDH22)	Specialty Vehicle	**Dodge Challenger (LCDH22) Specialty Vehicle -** Base model complete with all manufactuer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
65	Dodge Grand Caravan (RTKH53)	Passenger Van	**Dodge Grand Caravan (RTKH53) Passenger Van -** 3.6L V6 automatic, rear A/C, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
66	Dodge Journey (JCDH49)	Mid-Size Crossover	**Dodge Journey (JCDH49) Mid-Size Crossover -** Front wheel drive, 2.4L DOHC, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
67	Dodge Durango (WDDL75)	Sport Utility	**Dodge Durango (WDDL75) Sport Utility -** Base Model, rear wheel drive, 3.6L V6 Engine, Flex Fuel, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
68	Dodge Durango Special Service (WDDE75)	Full Size SUV Special Service	**Dodge Durango (WDDE75) Full Size SUV Special Service -** Base Model, rear wheel drive, 3.6L Engine, 6-cyl standard, 8 speed automatic standard, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
69	Dodge Durango AWD V-6 Pursuit-Police Package (WDEE75)	Pursuit-Police Package	**Dodge Durango (WDEE75) AWD V-6 Pursuit Police Package -** Base Model, AWD, 3.6L V-6 Engine, 8 speed automatic standard, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
70	Dodge RAM 1500 Special Services (DS6T98)	Special Services Pickup, Crew Cab	**Dodge RAM 1500 (DS6T98) Special Services Pickup -** Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 6 speed automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
71	Dodge RAM Tradesman 1500 (DS1L61)	Full Size Pickup, Regular Cab	**Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup -** ST Base Model, 1/2 ton, Regular Cab, 4X2, 3.6L V6, 8 speed automatic, short bed, with flex fuel availability, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
72	Dodge RAM Tradesman 2500 (DJ2L62)	Full Size Pickup, Regular cab	**Dodge RAM Tradesman 2500 (DJ2L62) Full Size Pickup -** ST Base Model, 3/4 ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
73	Dodge RAM Tradesman 3500 (D23L62)	Full Size Pickup, Regular cab	**Dodge RAM Tradesman 3500 (D23L62) Full Size Pickup -** ST Base Model, 1 ton, regular cab, 4X2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
74	Dodge RAM Tradesman 3500 Chassis Cab (DL3L63)	Chassis Cab	**Dodge RAM Tradesman 3500 (DL3L63) Chassis Cab -** ST Base model with 6.4L V8, automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
75	Dodge RAM 4500 Chassis Cab (DP4L63)	Chassis Cab	**Dodge RAM 4500 (DP4L63) Chassis Cab -** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
76	Dodge RAM 4500 Chassis Crew Cab (DP4L93)	Chassis Crew Cab	**Dodge RAM 4500 (DP4L93) Chassis Crew Cab --** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
77	Dodge RAM 5500 Chassis Cab (DP5L63)	Chassis Cab	**Dodge RAM 5500 (DP5L63) Chassis Cab -** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
78	Dodge RAM 5500 Chassis Crew Cab (DP5L93)	Chassis Crew Cab	**Dodge RAM 5500 (DP5L93) Chassis Crew Cab -** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
79	Dodge RAM Promaster Van	Cargo Van	**Dodge RAM Promaster Van -** Base model, 3.6L V6 engine, 6-spd Automactic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
80	Dodge RAM Promaster Van	Window Van	**Dodge RAM Promaster Van -** Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
81	Dodge RAM Promaster Van	Cutaway Chassis Van	**Dodge RAM Promaster Van -** Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Jeep Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
82	Jeep Grand Cherokee Laredo (WKTH74)	Sport Utility	**Jeep Grand Cherokee Laredo (WKTH74) Sport Utility -** Base model, Rear wheel drive, 3.6L V6 engine with 8 speed automatic, 4x2, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
83	Jeep Renegade	Sport Utility	**Jeep Renegade Sport Utility -** Base model, 1.4L I4 Multi Air Engine with A/C, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
84	Jeep Wrangler (JLJL72)	Sport Utility	**Jeep Wrangler (JLJL72) Sport Utility -** Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
85	Jeep Cherokee LATTITUDE (KLTM74)	Mid-Size Suv	**Jeep Cherokee LATTIUDE (KLTM74) -** Base model, 3.6L, 2.4 Liter engine, 9-Spd automatic, Flex Fuel Vehicle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section IV: Chrysler/Dodge/Jeep Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
86	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
Item No.	**Specified Product or Service**	**Short Description**	**Full Description**	**State Percent (%) of Discount off Catalog/Pricelist[1]**	**State Name of Catalog/Pricelist**	**Exceptions to Discount**
87	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
88	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
89	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
90	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chrysler/Dodge/Jeep Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
91	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
92	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair of Vehicles, Heavy Duty Trucks, and Police Motorcycles -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
93	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Crane Carrier Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
94	Crane Carrier	Crane Carrier LET2	**Crane Carrier LET2** - Low Entry Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
95	Crane Carrier	Crane Carrier LET2 Crew Cab 4X2	**Crane Carrier LET2 Crew Cab 4X2** - Low Entry Tilt Crew Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
96	Crane Carrier	Crane Carrier COE 4X2	**Crane Carrier COE 4X2** - Cab Over, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
97	Crane Carrier	Crane Carrier LDT2 4X2	**Crane Carrier LDT2 4X2** - Low Entry Drop Frame Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
98	Crane Carrier	Crane Carrier LDT2 6X4	**Crane Carrier LDT2 6X4** - Low Entry Drop Frame Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
99	Crane Carrier	Crane Carrier LET2 6X4	**Crane Carrier LET2 6X4** - Low Entry Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
100	Crane Carrier	Crane Carrier LET2 6X4 Crew Cab	**Crane Carrier LET2 6X4 Crew Cab** - Low Entry Tilt Crew Cab, Cummins ISL9-270 270, HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
101	Crane Carrier	Crane Carrier COE 6X4	**Crane Carrier COE 6X4** - Cab Over, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Crane Carrier Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
102	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
103	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
104	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
105	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
106	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Crane Carrier Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
107	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
108	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
109	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Ford Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
110	Ford Fusion S (P0G)	Mid Size Sedan	**Ford Fusion S Sedan (P0G)** - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
111	Ford Fiesta S (P4A)	Compact Sedan	**Ford Fiesta S Sedan (P4A)** - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
112	Ford Mustang (P8A)	Coupe	**Ford Mustang V6 (P8A)** - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
113	Ford Police Responder FWD (P0A)	Law Enforcement Sedan FWD	**Ford Police Responder Sedan (P0A)** - FWD, Four door, 2.0L HEV engine complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
114	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	**Ford Police Interceptor Sport Utility (K8A)** - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
115	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	**Ford Expedition SSV Utility (U1F-102A)** - 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
116	Ford Explorer (K7B)	Sport Utility	**Ford Explorer Base Sport Utility (K7B)** - Explorer base package; 2.3L EcoBoost l4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
117	Ford Expedition XL (U1F-100A)	Sport Utility	**Ford Expedition XL Sport Utility (U1F-100A)** - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
118	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	**Ford Expedition EL Sport Utility (K1F-100A)** - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
119	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	**Ford Expedition SSV Extended Length Utility (K1F-102A)** - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
120	Ford Escape S (U0F)	Sport Utility	**Ford Escape Sport Utility (U0F)** - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
121	Ford Edge SE (K3G)	Crossover Sport Utilty	**Ford Edge Crossover Sport Utility (K3G)** - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
122	Ford Flex (K5B)	Crossover Sport Utilty	**Ford Flex Crossover (K5B)** - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
123	Ford F150, Regular Cab (F1C)	Full Size Pickup	**Ford F-150 Pickup, Regular Cab (F1C)** - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
124	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	**Ford F-150 Pickup, Regular Cab CNG/LPG** - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
125	Ford F250, Regular Cab (F2A)	Full Size Pickup	**Ford F-250 Pickup, Regular Cab (F2A)** - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
126	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	**Ford F-350 Pickup, Regular Cab (F3A)** - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
127	Ford Ranger Pick Up Truck, 4X2 (R1A)	Pickup Truck Super Cab	**Ford Ranger Pickup, Super Cab (R1A) -** XL Package, 2.3L EcoBoost l4 Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
128	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	**Ford F-350 Chassis Cab (F3E)** - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
129	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	**Ford F-450 Chassis Cab (F4G)** - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
130	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	**Ford F-550 Chassis Cab (F5G)** - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
131	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	**Ford F-650 Chassis Cab (F6A)** - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
132	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	**Ford F-750 Chassis Cab (F7A)** - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
133	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	**Ford F-650 Chassis Cab (F6D)** - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
134	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	**Ford F-750 Chassis Cab (F7D)** - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
135	Ford Transit Connect Wagon (S9E)	Wagon	**Ford Transit Connect Wagon (S9E)** - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
136	Ford Transit Connect Van (S6E)	Cargo Van	**Ford Transit Connect Cargo Van (S6E)** - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
137	Ford Transit 150, Passenger Van (E1C)	Cargo Van	**Ford T-150 Transit Cargo Van (E1C)** - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
138	Ford Transit 250, Passenger Van (R1C)	Cargo Van	**Ford T-250 Transit Cargo Van (R1C)** - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
139	Ford Transit 350, Passenger Van (W9C)	Cargo Van	**Ford T-350 Transit Cargo Van (W9C)** - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
140	Ford Transit 150, Passenger Van (K1C)	Passenger Van	**T-150 Transit Passenger Van (K1C)** - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
141	Ford Transit 350, Passenger Van (X2C)	Passenger Van	**Ford T-350 Transit Passenger Van (X2C)** - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
142	Ford Transit 250 Cutaway (R5P)	Cutaway	**Ford T-250 Transit Cutaway Chassis (R5P)** - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
143	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	**Ford T-250 Transit Cutaway Chassis Cab (R5Z)** - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
144	Ford E-350 Cutaway (E3F)	Cutaway Chassis	**Ford E-350 Cutaway Van Chassis (E3F)** - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
145	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	**Ford E-350 Stripped Chassis (E3K)** - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
146	Ford E-450 Cutaway (E4F)	Cutaway Chassis	**Ford E-450 Cutaway Chassis Cab (E4F)** - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
147	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	**Ford E-450 Stripped Chassis (E4K)** - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Ford Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
148	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
149	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
150	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
151	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
152	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
153	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
154	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair of Vehicles, Heavy Duty Trucks, and Police Motorcycles -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
155	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
156	Freightliner	Freightliner Model M2-106	**Freightliner Model M2-106** - Cab and chassis, 18,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
157	Freightliner	Freightliner Model 108SD	**Freightliner Model 108SD** - Cab and chassis, 31,000# GVW, Eaton 9 speed transmission, 260 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
158	Freightliner	Freightliner Model M2-112	**Freightliner Model M2-112** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
159	Freightliner	Freightliner Model Cascadia 125	**Freightliner Model Cascadia 125** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
160	Freightliner	Freightliner Model 122 SD	**Freightliner Model 122 SD** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
161	Freightliner	Freightliner Model 114SD	**Freightliner Model 114SD** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
162	Freightliner	Freightliner Cascadia 113	**Freightliner Model Cascadia 113** - Cab and chassis, Detroit DD13 370 HP, Eaton FR15210B, front axle 12000 lbs, rear axle 40000 lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
163	Freightliner	Freightliner MT45	**Freightliner MT45** - Van Chassis (cab and chassis), 14,990# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, rear axle 13,000 lbs, rear axle 12,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
164	Freightliner	Freightliner MT55	**Freightliner MT55** - Van Chassis (cab and chassis), 25,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 2200 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 13,500lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
165	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
166	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
167	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
168	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
169	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

Section III: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
170	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
171	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
172	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Hino Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
173	Hino 155	Hino Model 155	**Hino 155, Cab Over,** 14,500 lbs **GVWR, Engine: Hino J05E, -** 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 5,510 lbs, rear gross axle weight 9,880 lbs, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
174	Hino 195	Hino Model 195	**Hino 195, Cab Over,** 19,500 lbs **GVWR, Engine: Hino J05E, -** 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 6,830 lbs, rear gross axle weight 13,670 lbs, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
175	Hino 238	Hino Model 238 (ND8JSA)	**Hino 238, Conventional Cab (ND8JSA),** 23,000 lbs **GVWR, BBC -** 108" **Engine: Hino J08E-VC** 8.0L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
176	Hino 258	Hino Model 258 (ND8JJSA)	**Hino 258, Conventional Cab (ND8JJSA),** 25,500 lbs **GVWR, BBC** - 108", **Engine: Hino J08E-TV 7.680L,** 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
177	Hino 268	Hino Model 268 (NE8JLSA)	**Hino 268, Conventional Cab (NE8JLSA),** 25,900 **GVWR, BBC** - 108",**Engine: Hino J08E-TV** 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
178	Hino 338	Hino Model 338 (NV8JLSA)	**Hino 338, Conventional Cab (NV8JLSA),** 33,000 **GVWR, BBC** - 108", **Engine: Hino J08E-TV** 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
179	Hino XL	Hino Model XL	**Hino XL, Conventional Cab,** 33,000 **GVWR, BBC** - 108", **Engine: Hino A09**, 360 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Hino Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
180	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
181	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
182	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
183	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
184	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
185	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
186	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
187	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Honda Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
188	Honda Insight	Compact Sedan	**Honda Insight** - Base model, 1.5L SOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
189	Honda Fit	Compact Sedan	**Honda Fit -** Base model, 1.5L 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
190	Honda Clarity	Compact Sedan	**Honda Clarity -** Base model, Hybrid or Electric engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
191	Honda Civic LX	Compact Sedan	**Honda Civic LX -** Base model, 1.8L SOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
192	Honda Accord LX	Mid-Size Sedan	**Honda Accord LX -** Base model, 2.4L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
193	Honda Crosstour EX	Mid-Size Sedan	**Honda Crosstour EX -** Base model, 2.4L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
194	Honda Ridgeline RT	Full Size Pickup	**Honda Ridgeline RT -** Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
195	Honda HR-V LX	Sport Utility	**Honda HR-V LX -** Base model, 16-Valve SOHC i-VTEC engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
196	Honda CR-V LX	Sport Utility	**Honda CR-V LX -** Base model, 2.4L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
197	Honda Pilot LX	Sport Utility	**Honda Pilot LX -** Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
198	Honda Odyssey LX	Passenger Van	**Honda Odyssey LX -** Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Honda Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
199	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
200	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
201	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
202	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
203	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Honda Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
204	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
205	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
206	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: International Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
207	International	International HV507 4x4	**International HV507 4x4** - Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes,6 speed transmission complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
208	International	International HV607 6x4	**International HV607 6x4** - Class 8, Cummins L9 260 hp, 10,000# front axle,40,000# rear axle, 10 speed transmission, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
209	International	International MV607 4x2	**International MV607 4x2** - Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
210	International	International HX515 6x4	**International HX515 6x4** - Class 8, International A26 370 hp, 12,000# front axle,40,000# rear axle, 10 speed, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
211	International	International HV607 4x2	**International HV607 4x2** - Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all standard mamufacturer's equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
212	International	International HX620 6x4	**International HX620 6x4** - Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
213	International	International LT625 6x4	**International LT625 6x4** - Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
214	International	International HV513 4x2	**International HV513 4x2** - Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's equipment**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
215	International	International RH613 4x2	**International RH613 4x2** - Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
216	International	International CV515	**International CV515 -** Class 4-5, International 6.6 350 hp, Allison automatic,6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: International Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
217	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
218	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
219	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
220	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
221	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
222	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
223	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
224	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Isuzu Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
225	Isuzu	Isuzu Cabover NPR	**Isuzu Cabover** - **NPR 12000 GVW**, gasoline engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
226	Isuzu	Isuzu Cabover NPR	**Isuzu Cabover** - **NPR 14500 GVW**, gasoline engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
227	Isuzu	Isuzu Cabover NQR	**Isuzu Cabover** - **NQR 17950 GVW**, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
228	Isuzu	Isuzu Cabover NRR	**Isuzu Cabover** - **NRR 19500 GVW**, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Isuzu Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
229	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
230	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
231	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
232	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
233	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
234	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
235	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
236	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Kenworth Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
237	Kenworth	Kenworth Model T270	**Kenworth Model T270 -** Class 6, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
238	Kenworth	Kenworth Model T370	**Kenworth Model T370 -** Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
239	Kenworth	Kenworth Model K270	**Kenworth Model K270 -** Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
240	Kenworth	Kenworth Model K370	**Kenworth Model K370 -** Class 7, 33,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
241	Kenworth	Kenworth Model T440	**Kenworth Model T440 -** Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
242	Kenworth	Kenworth Model T440	**Kenworth Model T440 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
243	Kenworth	Kenworth Model T470	**Kenworth Model T470 -** Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
244	Kenworth	Kenworth Model T470	**Kenworth Model T470 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
245	Kenworth	Kenworth Model T680	**Kenworth Model T680 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
246	Kenworth	Kenworth Model T800	**Kenworth Model T800 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
247	Kenworth	Kenworth Model T800W	**Kenworth Model T800W -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Cummins X15 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
248	Kenworth	Kenworth Model T880	**Kenworth Model T880 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
249	Kenworth	Kenworth Model T800SH	**Kenworth Model T800SH -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Short Hood, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
250	Kenworth	Kenworth Model T800TS	**Kenworth Model T800TS -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Twin Steer, Cummins X15 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
251	Kenworth	Kenworth Model W900B	**Kenworth Model W900B -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
252	Kenworth	Kenworth Model W900L	**Kenworth Model W900L -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
253	Kenworth	Kenworth Model W900S	**Kenworth Model W900S -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Bridge Formula Mixer, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Kenworth Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
254	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
255	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
256	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
257	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
258	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
259	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
260	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
261	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Mack Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
262	Mack	Mack Granite GR64F	**Mack Granite GR64F** - Axle Forward Conventional, 50,000# GVW, Mack MP7-325 engine, Mack TM308 transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
263	Mack	Mack Granite GR64B	**Mack Granite GR64B** - Axle Back Conventional, 50,000# GVW, Mack MP7-325 engine, Mack TM308 transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
264	Mack	Mack TERRAPRO 64R	**Mack TERRAPRO 64R** - Cabover, 50,000# GVW, Mack MP7-325 engine, Mack TM308 transmission, front axle Mack FXL12000, rear axle Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
265	Mack	Mack LR64 R	**Mack LR64 R** - Low Entry Cabover, 66,000# GVW, Mack MP7-325 engine, Allison 4500RDS5 transmission, front axle Mack FXL20000, rear axle Meritor RT46-160, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
266	Mack	Mack Pinnacle PI64T	**Mack Pinnacle PI64T** - Axle Forward Conventional/Highway, 50,000# GVW, Mack MP8-425E engine, Fuller FRO-15210B transmission, front axle Mack FXL12000, rear axle Meritor RT40-140, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
267	Mack	Mack Anthem AN64T	**Mack Anthem AN64T** - Axle Back Conventional/Highway, 50,000# GVW, Mack MP8-425E engine, Fuller FRO-15210B transmission, front axle Mack FXL12000, rear axle Meritor RT40-140, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
268	Mack	Mack LR64R	M**ack LR64R** - Cabover, 50,000# GVW, Mack MP7-325 engine, Allison 3000 RDS, front axle Mack FXL12000, Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
269	Mack	Mack Granite 64FR MHD	**Mack Granite 64FR MHD** - Axle Forward Conventional, 50,000# GVW, Cummins ISL9 345 HP, Eaton Fuller RTX 11609B transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
270	Mack	Mack Granite 64BR MHD	**Mack Granite 64BR MHD** - Axle Back Conventional, 50,000# GVW, Cummins ISL9 345 HP, Eaton Fuller RTX 11609B transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
271	Mack	Mack LR64R G	**Mack LR64R G** - Cabover, low entry, 50,000# GVW, Cummins ISL9 Gas engine, Allison 3000 RDS transmission, front axle Mack FXL12000, Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
272	Mack	Mack TERRAPRO 64R G	**Mack TERRAPRO 64R G** - Cabover, 50,000# GVW, Cummins ISL9 gas engine, Allison 3000 RDS transmission, front axle Mack FXL12000, Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Mack Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
273	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
274	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
275	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
276	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
277	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
278	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
279	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
280	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Mitsubushi Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
281	Mitsubushi FE130	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE130**, 13,200 GVWR, DOHC 4-cylinder turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
282	Mitsubushi FE160	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, 15,995 GVWR, DOHC 4-cylinder turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
283	Mitsubishi FE160 Crew Cab	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, Crew Cab, 15,995 GVWR, DOHC 4-cylinder turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
284	Mitsubishi FE180	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE180**, 17,995 GVWR, DOHC 4-cylinder, turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
285	Mitsubishi FG 4x4	Mitsubishi Cabover	**Mitsubushi Cabover** - **FG 4x4**, 14,050 GVWR, DOHC 4-cylinder, turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
286	Mitsubushi FE140	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE140**, 14,500 GVWR, DOHC 4-cylinder turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
287	Mitsubushi FE160	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, 15,995 GVWR, DOHC 4-cylinder turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
288	Mitsubishi FE160 Crew Cab	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, Crew Cab, 15,995 GVWR, DOHC 4-cylinder turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
289	Mitsubishi FE180	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE180**, 17,995 GVWR, DOHC 4-cylinder, turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
290	Mitsubishi eCanter	Mitsubishi Cabover	**Mitsubushi Cabover** - eCanter, 15,995 GVWR, all electric, six Mercedes Benz lithium ion batteries, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Mitsubishi Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
291	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
292	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
293	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
294	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
295	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Mitsubushi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
296	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
297	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
298	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Nissan Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
299	Nissan Versa	Compact Sedan	**Nissan Versa** - Base model, 1.6L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
300	Nissan Sentra	Compact Sedan	**Nissan Sentra -** Base model, 1.8L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
301	Nissan Leaf	Electric Compact Sedan	**Nissan Leaf -** Base model, 80kw AC Synchronous motor, 24kWh lithium-ion Battery, 3.6kW onboard charger, cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
302	Nissan Versa Note	Hatchback	**Nissan Versa Note -** Base model, 1.6L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
303	Nissan Altima	Mid-Size Sedan	**Nissan Altima -** Base model, 2.5L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
304	Nissan Maxima	Mid-Size Sedan	**Nissan Maxima -** Base model, 3.5L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
305	Nissan Frontier	Compact Pickup	**Nissan Frontier -** Base model, 2.5L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
306	Nissan Titan	Full Size Pickup	**Nissan Titan -** Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
307	Nissan Rogue	Sport Utility	**Nissan Rogue -** Base model, 2.5L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
308	Nissan Rogue Sport	Sport Utility	**Nissan Rogue Sport -** Base model, 2.0L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
309	Nissan Kicks	Sport Utility	**Nissan Rogue Kicks -** Base model, 1.6L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
310	Nissan Murano	Sport Utility	**Nissan Murano -** Base model, 3.5L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
311	Nissan Pathfinder	Sport Utility	**Nissan Pathfinder -** Base model, 3.5L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
312	Nissan Armada	Sport Utility	**Nissan Armada --** Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
313	Nissan NV200	Cargo Van	**Nissan NV200 -** Base model, 2.0L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
314	Nissan NV1500	Cargo Van	**Nissan NV1500 -** Base model, 4.0L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
315	Nissan NV2500 HD	Cargo Van	**Nissan NV2500HD -** Base model, 4.0L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
316	Nissan NV3500 HD	Cargo Van	**Nissan NV3500HD -** Base model, 5.6L DOHC 8 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
317	Nissan NV3500 HD S	Passenger Van	**Nissan NV3500HD S -** Base model, Passenger van with seating capacity for 12, 4.0L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Nissan Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
318	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
319	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
320	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
321	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
322	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Nissan Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
323	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
324	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
325	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Peterbilt Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
326	Peterbilt	Peterbilt Model 220	**Peterbilt Model 220** - Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,00 GVWR, front gross axle weight 12,000 lbs, rear gross axle weight 17,000-21,000 lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
327	Peterbilt	Peterbilt Model 520	**Peterbilt Model 520** - Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 1200-22000 lbs, rear gross axle weight 23000-46--- lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
328	Peterbilt	Peterbilt Model 325	**Peterbilt Model 325** - Conventional cab engine, PACCAR PX7, 200 HP, Eaton 6-speed transmission 108" BBC, front gross axle weight 8,000-12,000lbs, rear gross axle weight 21,000 lbs, 19,500 GVWR complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
329	Peterbilt	Peterbilt Model 330	**Peterbilt Model 330** - Conventional cab, PACCAR PX7, 200 HP, Eaton 6-speed transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
330	Peterbilt	Peterbilt Model 337	**Peterbilt Model 337** - Conventional cab, PACCAR PX7, 240HP, Eaton 6-speed transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
331	Peterbilt	Peterbilt Model 348	**Peterbilt Model 348** - Conventional cab, PACCAR PX9, 260 HP, Eaton 6-Speed tranmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
332	Peterbilt	Peterbilt Model 365	**Peterbilt Model 365** - Conventional cab, Paccar MX13, 455 HP ,Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
333	Peterbilt	Peterbilt Model 367	**Peterbilt Model 367** - Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
334	Peterbilt	Peterbilt Model 389	**Peterbilt Model 389** - Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs, rear gross axle weight 38,000 lbs, 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
335	Peterbilt	Peterbilt Model 567	**Peterbilt Model 567** - Conventional Areo cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs, rear gross axle weight 21,000-70,000 lbs, 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
336	Peterbilt	Peterbilt Model 579	**Peterbilt Model 579** - Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs, rear gross axle weight 38,000-46,000 lbs, 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Peterbilt Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
337	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
338	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
339	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
340	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
341	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
342	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
343	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
344	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Police Motorcycles - BMW

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
345	BMW	BMW R120RT Police Motorcycle	**BMW R1200RT Police Motorcycle** - 1170 cc flat twin engine, 6 speed gearbox and shaft drive, equipped with standard police equipment**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Police Motorcycles - Harley Davidson

346	Harley-Davidson	Harley-Davidson Road King FLHP Police Motorcycle	**Harley-Davidson Road King FLHP Police Motorcycle** w/ Fork Mounted Windshield - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
347	Harley-Davidson	Harley-Davidson Electra Glide FLHTP Police Motorcycle	**Harley-Davidson Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section III Police Motorcycles - Honda

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348	Honda	Honda ST1300 PA Police Motorcycle	**Honda ST1300 PA Police Motorcycle** - 1261 cc DOHC 90 V4 engine, equipped with standard police equipment**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section IV: Police Motorcycles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
349	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
350	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
351	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
352	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
353	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Police Motorcycles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
354	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
355	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
356	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Toyota Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
357	Toyota Camry (2514)	Mid-sized sedan	**Toyota Camry Sedan (2514) -** L Model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
358	Toyota Camry (2559)	Mid-sized hybrid sedan	**Toyota Camry Hybrid Sedan (2559) -** LE model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
359	Toyota Avalon (3544)	Full-sized sedan	**Toyota Avalon (3544) -** XLE Model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
360	Toyota Avalon Hybrid (3504)	Full-sized hybrid sedan	**Toyota Avalon Hybrid (3504) -** XLE model**,** complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
361	Toyota Yaris (6266)	Compact sedan	**Toyota Yaris Sedan (6266)-**L Model, 6-speed auto transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
362	Toyota Corolla (1832)	Small sedan	**Toyota Corolla Sedan (1832) -** L Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
363	Toyota Corolla Hybrid (1882)	Small hybrid sedan	**Toyota Corolla Sedan Hybrid (1882) -** LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
364	Toyota C-HR (2402)	Compact crossover	**Toyota C-HR (2402) -** base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
365	Toyota Prius (1223)	Hybrid hatchback	**Toyota Prius Hybrid Hatchback (1223) -** LE model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
366	Toyota Prius C (1201)	Compact hybrid hatchback	**Toyota Prius C Hybrid Hatchback (1201)** L Model 5-door, complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
367	Toyota Tundra (8242)	Full-sized pick up truck	**Toyota Tundra Pickup Truck (8242) -** Extended cab, 5.7L V8, 6-speed automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
368	Toyota Tacoma (7162)	Mid-sized pickup truck	**Toyota Tacoma Pickup Truck (7162) -** Extended cab, SR model, 4x2, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
369	Toyota RAV4 (4430)	Small sport utility	**Toyota RAV4 Sport Utility (4430) -** LE model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
370	Toyota RAV4 Hybrid (4435)	Small hybrid sport utility	**Toyota RAV4 Hybrid Sport Utility (4435) -** LE model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
371	Toyota Highlander (6942)	Mid-sized sport utility	**Toyota Highlander (6942) -** LE model, 2.7L I4 complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
372	Toyota Highlander Hybrid (6964)	Mid-sized hybrid sport utility	**Toyota Highlander Hybrid (6964) -** LE model V6 complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
373	Toyota 4Runner (8642)	Mid-sized Sport Utility	**Toyota 4Runner (8642)** Base model 4x2 SR5 V6 complete with all manufacturer's standard equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
374	Toyota Sequoia (7917)	Full-sized sport utility	**Toyota Sequoia Sport Utility (7917) -** SR5 Model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
375	Toyota Sienna (5328)	Passenger minivan	**Toyota Sienna Passenger Van (5328) -** L Model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Toyota Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
376	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
377	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
378	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
379	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
380	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Toyota Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
381	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
382	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
383	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Volvo Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
384	Volvo	Volvo VNL	**Volvo VNL** - 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
385	Volvo	Volvo VNX	**Volvo VNX** - 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
386	Volvo	Volvo VNR	**Volvo VNR** - 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
387	Volvo	Volvo VHD	**Volvo VHD** - 113.6" BBC, 52500 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Volvo Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
388	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
389	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
390	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
391	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
392	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
393	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
394	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
395	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Western Star Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
396	Western Star	Western Star 4900SF	**Western Star 4900SF -** Set forward axle, 123" BBC, 52,000 GVWR, Fuller 10 speed transmission, DD15 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
397	Western Star	Western Star 4900SB	**Western Star 4900SB -** Set back axle, 123" BBC, 52,000 GVWR, Fuller 10 speed transmission, DD15 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
398	Western Star	Western Star 4900EX	**Western Star 4900EX** - 132" BBC, 52,000 GVWR, Fuller 10 speed transmission, DD15 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
399	Western Star	Western Star 6900XD	**Western Star 6900XD** - 141" BBC, 60,320 GVWR, Fuller 10 speed transmission, DDC60 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
400	Western Star	Western Star 4700SB	**Western Star 4700SB** - Set back axle, 33,000 GVWR, 10 speed manual transmission, Cummins ISL 260HP engine, 12,000# front/33,000# rear axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
401	Western Star	Western Star 4700SF	**Western Star 4700SF** - Set forward axle, 33,000 GVWR, 10 speed manual transmission, Cummins ISL 260HP engine, 12,000# front/33,000# rear axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Western Star Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
402	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
403	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
404	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
405	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
406	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
407	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
408	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
409	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"BuyBoard®" means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" means the Director of Cooperative Procurement identified in this Proposal Invitation (or his/her successor).

"Contract" means the contract between the Cooperative and the successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Proposer's Proposal, and is comprised collectively of the following:

a) This Proposal Invitation;
b) Proposer's Proposal;
c) Notice of Award issued to Proposer by the Cooperative; and
d) Purchase Order between a Cooperative member and Proposer, and any additional terms, conditions, or instructions agreed to by Proposer, that are consistent with these Terms and Conditions.

"Cooperative" means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, and supplements and/or clarifications.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10th) business day before the Proposal Due Date.

2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal in electronic format. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

a) A "cost plus" Proposal will not be accepted;
b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.

4. Deviations from Item Specifications or General Terms and Conditions

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Other than any deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal will be an event of default and grounds for termination of the Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

9. Confidential Information

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. The Cooperative will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. The Cooperative and its Administrator will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Proposer may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative in the Proposal Invitation for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Proposer's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted their Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf and indicate the individual's title. If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative in the Proposal Invitation instructions) at the Proposal Due Date time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Legal, Ethical, and Other Matters

Proposer agrees and certifies to the following:

1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever State or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;

6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer. A facsimile or imaged signature will be deemed an original.

14. No Reimbursement

Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competiveness	60
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	5
5	Capability of Servicing Cooperative Members	3
6	Any other relevant factor or requirement listed in this Proposal Invitation	2
	TOTAL:	100

The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regards to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, including as to price and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth (5th) business day before the Proposal opening date, and a protest challenging an award decision, including bid evaluations, no later than 5:00 p.m. CST the fifth (5th) business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members during the Contract

term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the awarded pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (The BuyBoard) of these Terms and Conditions, all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order that are consistent with these Terms and Conditions and are acceptable to Vendor, including negotiating a supplemental or ancillary agreement with Vendor containing additional terms and conditions for a specific purchase or purchases that are consistent with these Terms and Conditions. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or supplemental/ancillary agreement, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or negotiated additional terms and conditions shall govern over the requirements in the Proposal Invitation.

2. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance, and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A vendor failure to generate this minimum amount may also be considered by the Cooperative as part of vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Conformity to Item Specifications and Contract Award

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, and shall provide upon request such supporting manufacturer documentation as the Cooperative may require. Such pricelists or catalogs must be provided in the same format required by the Proposal Invitation for catalogs and pricelists submitted

with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The Cooperative reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to Cooperative members. Unless otherwise provided in the Proposal Invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor's Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the Cooperative in its entirety. Vendor must provide the Cooperative with prior notice of catalog and pricelist changes. Until such time as updated pricelists have been submitted to the Cooperative, or in the event the Cooperative rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to Cooperative members.

For awarded pricing based on hourly labor rates, Vendor may not exceed the awarded pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

If it is determined that a Vendor has sold products or services to Cooperative members through the Contract at a price higher than the applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or the Purchase Order, Vendor must deliver or

provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up products on an "over the counter" basis must be available for the majority of the awarded products. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

Packing lists or other suitable shipping documents must accompany each shipment and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code.) A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified for categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued. If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog of products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product for the awarded product. Vendor shall submit supporting documentation to the Cooperative regarding any substitutions. The Cooperative reserves the right to reject, in its sole discretion, any substitution.

9. Product and Service Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (90)-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member.

Vendor shall respond to any reasonable requests for information from the Cooperative, its administrator, or a Cooperative member in regards to concerns regarding public health or safety regarding awarded products, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Vendor shall notify in writing both the Cooperative and any Cooperative members who made purchases from Vendor for such recalled products of the recall and proposed action. At a minimum and without waiving any other requirements under law or Cooperative member purchase order, Vendor shall be required with respect to purchasing Cooperative members to take all action required by law or any greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all awarded items and must be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative's administrator the information required on the

Manufacturer Dealer Designation form contained in the Proposal Invitation, and/or such other form or information as the Cooperative's administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). **Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member**, and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf including, if Vendor is a manufacturer, any Designated Dealer(s) of Vendor's products. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the purchase order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract or a purchase order, as applicable.

17. Intellectual Property Infringement

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product and refund the purchase price (less reasonable depreciation for use.)

18. Remedies for Default and Termination of Contract

Except as otherwise provided for in these Terms and Conditions, either party may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

a) Delivery of product or services that fail to meet the item specifications;
b) Delivery of product or services that are defective or substandard or fail to pass product inspection;

c) Delivery of a product substitution, except as specifically authorized;
d) Failure to meet required delivery schedules;
e) Failure to timely supply the awarded products or services at the contract price;
f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, it parent company, or affiliates;
g) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
h) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;
i) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
j) Selling non-awarded goods or services under the Contract or any other BuyBoard contract with Vendor; or
k) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a Purchase Order or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member Purchase Order or supplemental contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regards to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the person to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including awarded pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an awarded product for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State

Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided by facsimile or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

Abilene★Reporter-News
PART OF THE USA TODAY NETWORK

Certificate of Publication

In Matter of Publication of:

SHARON MCAFEE
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

State of Wisconsin)
))§
County of Brown)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor Counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

On the following date(s) to wit:

January 17, 2019
January 23, 2019

Legal Notice Clerk

On this January 23, 2019, I certify that the attached document is a true and exact copy made by publisher.

11/9/22
Notary Public, State of Wisconsin, County of Brown

KAZOUA YANG
NOTARY PUBLIC
STATE OF WISCONSIN

Ad#: 2210182
P.O.:
# of Affidavits: 0

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
594-19	Photovoltaic Power Systems and Components	3/7/2019	4:00 PM	10/1/2019	9/30/2022
595-19	Job Order Contracting (Gordian ezIQC® for National Cooperative-Missouri)	4/25/2019	4:00 PM	10/1/2019	9/30/2024
596-19	Commercial Washers and Dryers	4/4/2019	4:00 PM	12/1/2019	11/30/2022
597-19	Construction, Road and Bridge, Ditching, Trenching and Other Equipment	4/11/2019	4:00 PM	12/1/2019	11/30/2022
598-19	Food Service Equipment, Supplies and Appliances	4/18/2019	4:00 PM	12/1/2019	11/30/2022
599-19	Refuse Bodies, Trailers and Other Bodies	5/9/2019	4:00 PM	12/1/2019	11/30/2022
600-19	Software as a Service (SaaS) Products and CyberSecurity Assessments and Related Services	5/16/2019	4:00 PM	12/1/2019	11/30/2022
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor	5/23/2019	4:00 PM	12/1/2019	11/30/2022
601-20	Energy Saving Lighting Products	6/27/2019	4:00 PM	4/1/2020	3/31/2023
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019	4:00 PM	4/1/2020	3/31/2023
603-20	Radio Communication and Video Recording Products and Services	8/1/2019	4:00 PM	4/1/2020	3/31/2023
604-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containers	8/8/2019	4:00 PM	4/1/2020	3/31/2023
605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened:

NOTE: Specifications will be available on-line one month prior to due date. Proposal Specifications may be obtained from our web site www.vendor.buyboard.com or from the offices of the Texas Association of School Boards, Cooperative Purchasing Office 12007 Research Blvd., Austin, TX, 78759.
The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

STATE OF TEXAS
COUNTY OF CAMERON

I Jose Andres Carrizales, being duly sworn on his oath states that he is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: JANUARY 17, 2019

Acct: 40021292 TEXAS ASSOCIATION OF SCHOOL BOARDS / PROPOSALS

Ticket: 30114492

JOSE A. CARRIZALES III

Subscribed and sworn to before me on this the 17th day of January 2019.

Notary Public, Cameron County
State of Texas

MARIAELENAGARCIA
Notary Public, State of Texas
Comm. Expires 06-06-2020
ID No. 30689539

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BR-30114492

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

STATE OF TEXAS
COUNTY OF CAMERON

I Jose Andres Carrizales, being duly sworn on his oath states that he is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: JANUARY 22, 2019

Acct: 40021292 TEXAS ASSOCIATION OF SCHOOL BOARDS / PROPOSALS

Ticket: 30114492

JOSE A. CARRIZALES III

Subscribed and sworn to before me on this the 24th day of January 2019.

Notary Public, Cameron County
State of Texas

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
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601-20	Energy Saving Lighting Products	6/27/2019	4:00 PM	4/1/2020	3/31/2023
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019	4:00 PM	4/1/2020	3/31/2023
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605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

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BR-30114492

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

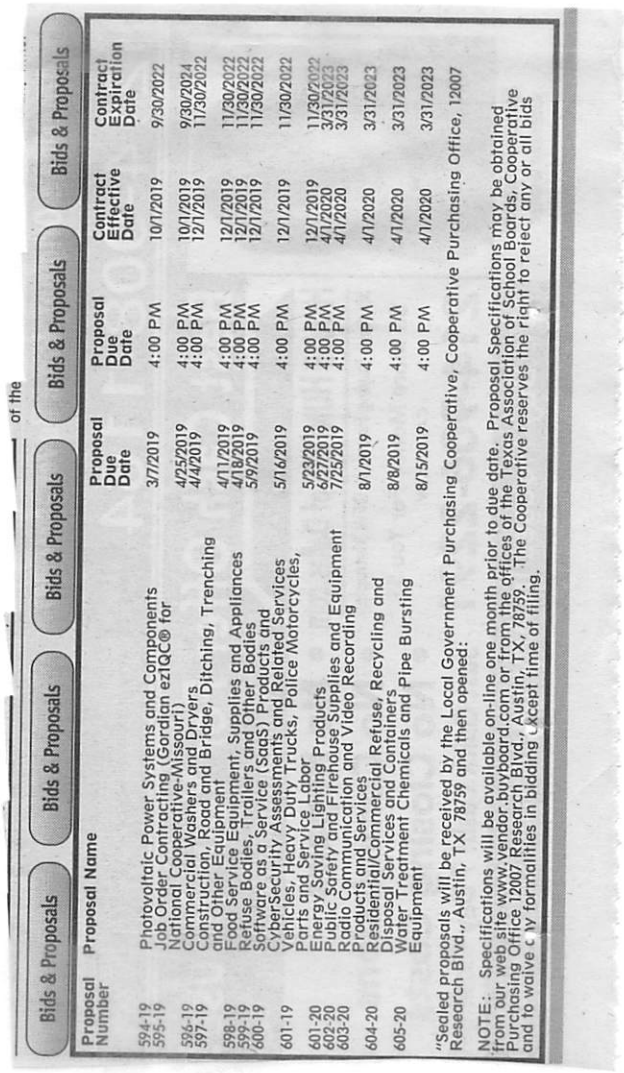
COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Damian Gomez, Advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

Texas Association of School Boards

was published in The Dallas Morning News

January 17, 2019
January 22, 2019



Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals

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(Damian Gomez)

January 23, 2019

(Notary Public)

LYNDA F BLACK
Notary ID #126911001
My Commission Expires
May 27, 2021

El Paso Times

AFFIDAVIT OF PUBLICATION

Ad No.
0001274293

TEXAS ASSOC. OF SCHOOL BOARDS
PO BOX 400

AUSTIN TX 78767

I, being duly sworn say: EL PASO TIMES, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said Counties of El Paso, Otero, Dona Ana and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows 2 DAY(s) to wit

01/17/19, 01/23/19

Legal Clerk

Subscribed and sworn before me this
23th of January 2019.

State of WI, County of Brown
NOTARY PUBLIC

11/9/22
My Commission Expires

KAZOUA YANG
NOTARY PUBLIC
STATE OF WISCONSIN

Ad#:0001274293
P O : 1249350
# of Affidavits :0.00

Proposal Number	Proposal Name	Proposal Due Date
594-19	Photovoltaic Power Systems and Components	3/7/2019
595-19	Job Order Contracting (Gordian ezIQC® for National Cooperative-Mis	4/25/2019
596-19	Commercial Washers and Dryers	4/4/2019
597-19	Construction, Road and Bridge, Ditching, Trenching and Other Equipment	4/11/2019
598-19	Food Service Equipment, Supplies and Appliances	4/18/2019
599-19	Refuse Bodies, Trailers and Other Bodies	5/9/2019
600-19	Software as a Service (SaaS) Products and CyberSecurity Assessments and	5/16/2019
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor	5/23/201
601-20	Energy Saving Lighting Products	6/27/201
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019
603-20	Radio Communication and Video Recording Products and Services	8/1/2019
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tained from our web site www.vendor.buyboard.com or fr
Boards, Cooperative Purchasing Office 12007 Research Blvc
right to reject any or all bids and to waive any formalities in b

1/17, 1/24, 2019 (#1274293)

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1/17, 1/24, 2019 (#1274293)

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0000187215 HC004513224
RAN A LEGAL NOTICE
SIZE BEING: 4 x4.25 I (17.00I)

Product	Date	Class	Page
Houston Chronicle	Jan 17 2019	Bids-Proposals	B 4
Houston Chronicle	Jan 22 2019	Bids-Proposals	B 4

Victoria Bond & R Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 22nd Day of January A.D. 2019



Delilah Metzger
Notary Public in and for the State of Texas

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AFFP
594-19

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF LUBBOCK } SS

Shoni Wiseman, being duly sworn, says:

That she is Outside Advertising Director of the Lubbock Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on

January 17, 2019, January 23, 2019

That said newspaper was regularly issued and circulated on those dates.

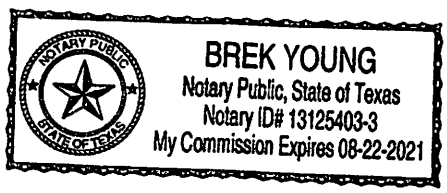
SIGNED:

Outside Advertising Director

Subscribed to and sworn to me this 23rd day of January 2019.

Brek Young, Notary Public, Lubbock County, Texas

My commission expires: August 22, 2021



00000173 16039027 8002115454

Laurie Terry
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

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LB-16039027

Standard-Times
goSanAngelo.com
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
SARA FOLLIN
P O BOX 400
AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **January 23, 2019**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

January 17, 2019
January 23, 2019

Subscribed and sworn to before me on **January 23, 2019**.

Legal Clerk

Notary Public

11/9/22
My commission expires

KAZOUA YANG
NOTARY PUBLIC
STATE OF WISCONSIN

Ad#: 2210341
P.O.:
# of Affidavits: 0

Proposal Number Proposal Name Proposal Due Date Proposal Due Time Contract Effective Date Contract Expiration Date
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HEARST

MEDIA SOLUTIONS

San Antonio Express-News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Lynette Nelson, who after being duly sworn, says that she is the BOOKKEEPER of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS-NEWS, a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID: 703020
Customer Name: Texas Assn Of School Boards
Order ID: 3004832

Publication	Pub Date
EN ROP	17-JAN-19
EN ROP	22-JAN-19

Lynette Nelson

Lynette Nelson
Bookkeeper

Sworn and subscribed to before me, this 22 day of Jan. A.D. 2019

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 3183735

Attach Ad Here

REQUEST FOR PROPOSALS

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Times Record News

PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

Texas Association of School Boards

12007 Research Blvd.
AUSTIN, TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

On this **January 23, 2019 AD**, personally appeared before me,the undersigned authority for the Times Publishing Company of Wichita Falls, publishers of the Wichita Falls in Wichita County, Texas, and of general circulation in said county, and upon being duly sworn by me, on oath states that the attached advertisement is a true and correct copy of advertising published in 2 day (2) issues hereof on the following date:

January 17, 2019
January 23, 2019

Legal Clerk

Subscribed and sworn to before on January 23, 2019:

Notary, State of WI, County of Brown

9-1921

My commission expires

VICKY FELTY
NOTARY
PUBLIC
STATE OF WISCONSIN

Ad#: 2210354
P.O.: Proposal Number
# of Affidavits: 0

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604-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containers	8/8/2019	4:00 PM	4/1/2020	3/31/2023
605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened:

NOTE: Specifications will be available on-line one month prior to due date. Proposal Specifications may be obtained from our web site www.vendor.buyboard.com or from the offices of the Texas Association of School Boards, Cooperative Purchasing Office 12007 Research Blvd., Austin, TX, 78759. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Bid advertisement to run January 17th and 22nd of 2019.
Please send proof to melonie.perry@tasb.org with pricing

Please bill with tear sheet and affidavit to the attention of Melonie Perry, Texas Association of School Boards, 12007 Research Blvd., Austin, TX 78752.

End of Exhibit C

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 21, 2022

Sent via email to: mike.crockett@doggett.com

Mike Crockett
Doggett Freightliner of South Texas, LLC
8700 IH 10 East
Converse TX 78109

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We previously notified you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intended to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

We are writing to inform you that, at this time, BuyBoard is extending your contract on a month-to-month basis beginning December 1, 2022. All discounts, terms, and conditions of your contract will remain the same. If you agree to this extension, there is nothing you need to do. However, if you do not agree to this extension, you must notify me via email at connie.burkett@tasb.org on or before November 30, 2022.

BuyBoard expects to issue a new proposal invitation for Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor in 2023. Please keep an eye out for the proposal invitation, as you must submit a proposal to have the opportunity to be considered for award on future contracts. You will be separately notified when your current contract (Contract No. 601-19) expires which in all events, regardless of whether notice is provided or received, shall be no later than the last day before the start date of the successor contract.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett, *CTSBO*
TASB Department Director,
Cooperative Operations

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 12, 2022

Sent via email to: mike.crockett@doggett.com

Mike Crockett
Doggett Freightliner of South Texas, LLC
8700 IH 10 East
Converse TX 78109

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We are writing to inform you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intends to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

This letter is not an extension of your contract. Final decisions regarding specific extensions will not be made until closer to contract expiration, and you will be informed at that time of any renewal decision regarding your company's contract. However, as we recognize that vendors may be anticipating release of a new BuyBoard proposal invitation for vehicles, heavy-duty trucks, police motorcycles, parts, and service labor soon, we wanted to reach out now to inform you that issuance of a new proposal invitation will be delayed. In the meantime, all discounts, terms, and conditions of your current contract, including minimum sales requirements for consideration for renewal, remain the same.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett, *CTSBO*
TASB Department Director,
Cooperative Operations

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

November 1, 2021

Sent via email to: mike.crockett@doggett.com

Mike Crockett
Doggett Freightliner of South Texas, LLC
8700 IH 10 East
Converse, TX 78109

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19, for which the current term is set to expire November 30, 2021. At this time, the BuyBoard is renewing your contract through November 30, 2022. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

End of Exhibit D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Doggett Freightliner of South Texas, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

6/29/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Interim Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action for the purchase of a 2024 Chevrolet 5500 Silverado truck" **PCS-101-0723**

At the Mr. Juan Pablo Villarreal, Internal Services DIrector, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BuyBoard** #601-19.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Caldwell Country Chevrolet LLC, Inc. is eligible under this procurement for the purchase of the a 2024 Chevrolet 5500 Silverado truck in the amount of **$151,457.00** (Exhibit A)

QUOTE# 001-VSW23695 **CONTRACT PRICING WORKSHEET**

End User: CITY OF BROWNSVILLE	Contractor: CALDWELL COUNTRY
Contact Name: ADOLFO PERALES MIKE JACKO	CALDWELL COUNTRY
Email: ADOLFO.PERALES@BROWNSVILLETX.GOV MIKEJACKO@VERSALIFT.COM	Prepared By: Averyt Knapp
Phone #: 956-548-6085 956-466-1498 -C	Email: aknapp@caldwellcountry.com
Fax #: 956-548-6084	Phone #: 979-567-6116
Location City: BROWNSVILLE, TX	Fax #: 979-567-4376
Date Prepared: MAY 25, 2023	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2024 CHEVROLET 5500 SILVERADO 4X2 REGULAR CAB (60CA) CC56403	

A Base Price & Options:	$67,710

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 19,500#GVWR, 141" WHEELBASE, 60"CA, 6.6L-DURAMX B20 DIESEL, ALLISON A1700RDS CLOSE RATIO 6-SDP W/DOUBLE OVERDRIVE RUGGED SERVICE TRANSMISSION W/PTO PROVISION, 4.30 LIMITED SLIP REAR AXLE DIFFERENTIAL, 225/70R19.5G (6) HWY, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER DOOR LOCKS, W/A MANUAL MIRRORS, 7,000# FRONT AXLE, FRONT STABILIZER BAR, 15,000# REAR AXLE W/15,500# MULTI LEAF REAR SUSPENSION W/REAR SHOCK ABSORBERS, AERIAL WORK PLATFORM VOCATIONAL PACKAGE, VOCATIONAL SPECIFIC HEAVY SUSPENSION PACKAGE, POWER OUTLET 110-VOLT AC, 220 AMP ALTERNATOR, FRONT TOW HOOKS, REAR VISION CAMERA PREP KIT, OEM	INCL			

	INTEGRATED TRAILER BRAKE CONTROLLER				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	VERSALIFT VSW-23695 LOGISTICS	$81,387 $1,960			

Subtotal B	$83,347
C Unpublished Options	

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$151,057
Quantity Ordered	1
Subtotal E	$151,057
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$151,457

Estimated Delivery Date:	540-630 DAYS APPX

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Caldwell Country Chevrolet LLC. (Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote/Proposal.
3. Exhibit B – Cooperative Agency Contract Solicitation Number BuyBoard 601-19
4. Exhibit C – Original RFP -601-19, and Award of Contract.
5. Exhibit D – Renewal;

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement by the City shall Not exceed One Hundred Fifty-One Thousand and Four Hundred and Fifty-Seven Dollars and Zero Cents ($151,457.00). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

This Agreement shall be for the purchase and delivery of a 2024 Chevrolet 5500 Silverado Truck. Notwithstanding the foregoing, the parties understand and acknowledge that the BuyBoard cooperative contract the City is relying on for cooperative purchase expires on November 30, 2023 at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of five (5) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO

INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Caldwell Country Chevrolet, LLC.
Attn: Avery Knapp
Address: P.O. Box 27
Address: Caldwell, Texas 77836

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

AKKnapp

Name: Avery Knapp

Title: Fleet Mgr.

QUOTE# 001-VSW23695 **CONTRACT PRICING WORKSHEET**

End User: CITY OF BROWNSVILLE	Contractor: CALDWELL COUNTRY
Contact Name: ADOLFO PERALES MIKE JACKO	CALDWELL COUNTRY
Email: ADOLFO.PERALES@BROWNSVILLETX.GOV MIKEJACKO@VERSALIFT.COM	Prepared By: Averyt Knapp
Phone #: 956-548-6085 956-466-1498 -C	Email: aknapp@caldwellcountry.com
Fax #: 956-548-6084	Phone #: 979-567-6116
Location City: BROWNSVILLE, TX	Fax #: 979-567-4376
Date Prepared: MAY 25, 2023	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2024 CHEVROLET 5500 SILVERADO 4X2 REGULAR CAB (60CA) CC56403	

A Base Price & Options:	$67,710

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 19,500#GVWR, 141" WHEELBASE, 60"CA, 6.6L-DURAMX B20 DIESEL, ALLISON A1700RDS CLOSE RATIO 6-SDP W/DOUBLE OVERDRIVE RUGGED SERVICE TRANSMISSION W/PTO PROVISION, 4.30 LIMITED SLIP REAR AXLE DIFFERENTIAL, 225/70R19.5G (6) HWY, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER DOOR LOCKS, W/A MANUAL MIRRORS, 7,000# FRONT AXLE, FRONT STABILIZER BAR, 15,000# REAR AXLE W/15,500# MULTI LEAF REAR SUSPENSION W/REAR SHOCK ABSORBERS, AERIAL WORK PLATFORM VOCATIONAL PACKAGE, VOCATIONAL SPECIFIC HEAVY SUSPENSION PACKAGE, POWER OUTLET 110-VOLT AC, 220 AMP ALTERNATOR, FRONT TOW HOOKS, REAR VISION CAMERA PREP KIT, OEM	INCL			

	INTEGRATED TRAILER BRAKE CONTROLLER				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	VERSALIFT VSW-23695 LOGISTICS	$81,387 $1,960			

Subtotal B	$83,347
C Unpublished Options	

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$151,057
Quantity Ordered	1
Subtotal E	$151,057
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$151,457

Estimated Delivery Date:	540-630 DAYS APPX

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date:
October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Caldwell Country Chevrolet, LLC	August 6, 2019
Name of Proposing Company	Date
P.O. Box 27	
Street Address	Signature of Authorized Company Official
Caldwell, Texas 77836	Averyt Knapp
City, State, Zip	Printed Name of Authorized Company Official
979-567-6116	Fleet Director
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
979-567-0853	14-1856872
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Caldwell Country Chevrolet, LLC

Vendor Proposal/Contract Contact Name: Averyt Knapp

Vendor Proposal/Contract Contact E-mail Address: aknapp@caldwellcountry.com

Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 27
Caldwell, Texas 77836

Company Website: www.caldwellcountrychevrolet.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: aknapp@caldwellcountry.com

Purchase Order Contact: Averyt Knapp Phone: 979-567-6116

Alternate Purchase Order E-mail Address: agattis@caldwellcountry.com

Alternate Purchase Order Contact: Adrienne Gattis Phone: 979-567-6115

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: aknapp@caldwellcountry.com

RFQ Contact: Averyt Knapp Phone: 979-567-6116

Alternate RFQ E-mail Address: agattis@caldwellcountry.com

Alternate RFQ Contact: Adrienne Gattis Phone: 979-567-6115

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 27 **Department:** Fleet Department

City: Caldwell **State:** Texas **Zip Code:** 77836

Contact Name: Adrienne Gattis **Phone:** 979-567-6115

Invoice Fax: 979-567-0853 **Invoice E-mail Address:** agattis@caldwellcountry.com

Alternative Invoice E-mail Address: aknapp@caldwellcountry.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☑ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Averyt Knapp
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 6, 2019

Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: #601-19

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☐Yes ☒ No

7. Are credit card payments acceptable? ☐Yes ☒ No

Caldwell Country Chevrolet
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

None

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

None

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

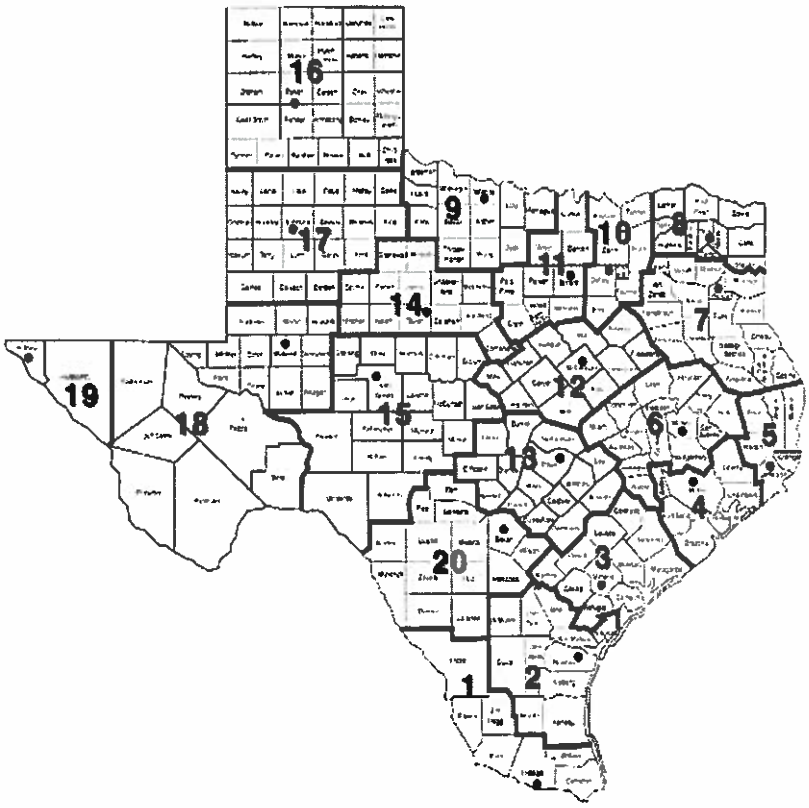
Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☑ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Caldwell Country Chevrolet, LLC	#601-19
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Averyt Knapp
	Printed Name of Authorized Company Official

August 6, 2019
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 19,867,477. (The period of the 12 month period is August 2018 / August 2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	Y	15 Years	070-A1
3. U.S. Communities Purchasing Alliance	N		
4. National IPA/TCPN	N		
5. Houston-Galveston Area Council (HGAC)	Y	12 Years	070-A1
6. National Joint Powers Alliance (NJPA)	N		
7. E&I Cooperative	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	Y	10 Years	070-A1

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5% **Proposed Discount (%):** 5%

Explanation: Offering the same discount

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Harris County	Robbie Rausin	713-755-7567	robbie.rausin@us.hctx.net	0%	150+
2.	City of Houston	Lena Farris	832-393-8729	lena.farris@houstontx.gov	0%	200+
3.	Gregg County	Maxey Cerliano	903-236-8406	maxey.cerliano@co.gregg.tx.us	0%	25+
4.	Texas A&M University	Angel Constancio	979-854-3847	agc@tamu.edu	0%	25+
5.	City of Fort Worth	Don Walker	817-392-5105	donald.walker@fortworthtexas.gov	0%	40+

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to contact each of our cooperative customers via mail, phone, or email to let them know they can purchase multiple vehicles through the BuyBoard Contract for the best possible pricing.

Caldwell country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

August 6, 2019
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Caldwell Country Chevrolet, LLC
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	____	
Corporation	____	
Limited Liability Company	x	
Partnership	____	
Other	____	If other, identify ____

State of Incorporation (if applicable): ____

Federal Employer Identification Number: 14-1856872
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CALDWELL AUTOMOTIVE PARTNERS, LLC

2 Business name/disregarded entity name, if different from above

CALDWELL COUNTRY CHEVROLET

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 27

Requester's name and address (optional)

6 City, state, and ZIP code

CALDWELL, TX 77836

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	4	–	1	8	5	6	8	7	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 9/21/2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	AK
2. Termination for Cause or Convenience	YES	AK
3. Equal Employment Opportunity	YES	AK
4. Davis-Bacon Act	YES	AK
5. Contract Work Hours and Safety Standards Act	YES	AK
6. Right to Inventions Made Under a Contract or Agreement	YES	AK
7. Clean Air Act and Federal Water Pollution Control Act	YES	AK
8. Debarment and Suspension	YES	AK
9. Byrd Anti-Lobbying Amendment	YES	AK
10. Procurement of Recovered Materials	YES	AK
11. Profit as a Separate Element of Price	YES	AK
12. General Compliance and Cooperation with Cooperative Members	YES	AK

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Caldwell Country Chevrolet has been in the Government Fleet business since 2004 and been in business to sell vehicles for many years before that. We are currently not involved in a sale or any transaction that would significantly alter our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We currently have a team to manage all of our Municipal contracts. We have over 40 years in Government Fleet experience and have adapted and hired the staff to support all our customers needs. We have dedicated years to building the municipal side of the business and do whatever we can to keep all of our customers happy. As a company, we have been working with the Buyboard for over 20 years.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Caldwell Country Chevrolet delivers over 3500 Chevrolet vehicles to various governmental agencies all over the State and Country. We have the financial capability to preform this contract and the insurance to cover it. We have not had any officers or owners involved in an financial troubles.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Caldwell Country Chevrolet does NOT have any outstanding financial judgements or any defaults on loans.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification)**
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [x] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Required Forms Checklist**
- [x] Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
13	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	**Chevrolet Sonic (1LS 1JU69) Compact Sedan -** Chevrolet Sonic 1LS 1JU69 base model complete with all manufacturer's standard equipment.	$ 12,990.00	CHEVROLET SONIC 1JU69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
14	Chevrolet Spark (1DR48)	Compact Sedan	**Chevrolet Spark (1DR48) Compact Sedan -** Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	$ 10,575.00	CHEVROLET SPARK 1DR48	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
15	Chevrolet Impala LS (1GX69)	Full Size Sedan	**Chevrolet Impala LS (1GX69) Full Size Sedan -** Chevrolet Implala LS base model complete with all manufacturer's standard equipment.	$ 20,275.00	CHEVROLET IMPALA 1GX69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
16	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	**Chevrolet Malibu LS (1ZC69) Mid Size Sedan -** Chevrolet Malibu LS base model complete with all manufacturer's standard equipment.	$ 14,545.00	CHEVROLET MALIBU 1ZC69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
17	Chevrolet Trax (1JU76)	Sport Utility	**Chevrolet Trax (1JU76) Sport Utility -** Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	$ 16,979.00	CHEVROLET TRAX 1JU76	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
18	Chevrolet Traverse (1NB56 FWD)	Sport Utility	**Chevrolet Traverse (1NB56 FWD) Sport Utility -** Chevrolet Traverse 1NB56 base model complete with all manufacturer's standard equipment.	$ 22,745.00	CHEVROLET TRAVERSE 1NB56	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
19	Chevrolet Traverse (1NV56 AWD)	Sport Utility	**Chevrolet Traverse (1NV56 AWD) Sport Utility -** Chevrolet Traverse 1NV56 base model complete with all manufacturer's standard equipment.	$ 24,375.00	CHEVROLET TRAVERSE 1NV56	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
20	Chevrolet Equinox Model LS (1XP26 FWD)	Sport Utility	**Chevrolet Equinox LS (1XP26 FWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ 18,985.00	CHEVROLET EQUINOX 1XP26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
21	Chevrolet Equinox Model LS (1XX26 AWD)	Sport Utility	**Chevrolet Equinox LS (1XX26 AWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ 20,275.00	CHEVROLET EQUINOX 1XX26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
22	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	**Chevrolet Tahoe (CC15706-1FL) Sport Utility -** Chevrolet Tahoe, 2WD, base model complete with all manufacturer's standard equipment.	$ 32,485.00	CHEVROLET TAHOE CC15706	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
23	Chevrolet Suburban (CC15906-1FL)	Sport Utility	**Chevrolet Suburban (CC15906-1FL) Sport Utility -** Chevrolet Suburban, 2WD, 1/2 ton, base model complete with all manufacturer's standard equipment.	$ 36,320.00	CHEVROLET SUBURBAN CC15906	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
24	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	**Chevrolet Colorado Extended Cab (12M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 18,920.00	CHEVROLET COLORADO 12M53	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
25	Chevrolet Silverado 1500 Pickup (CC10903)	Full Size Pickup, 1/2 ton, Regular cab	**Chevrolet Silverado 1500 Full Size (CC10903) Pickup -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 17,475.00	CHEVROLET 1500 CC10903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
26	Chevrolet Silverado 2500HD Pickup (CC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**Chevrolet Silverado 2500HD Full Size (CC20903) Pickup** - 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 21,997.00	CHEVROLET 2500HD CC20903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
27	Chevrolet Silverado 3500HD Pickup (CC30903)	Full Size Pickup, 1 ton, Regular Cab	**Chevrolet Silverado 3500HD Full Size (CC30903) Pickup** - 1 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 23,175.00	CHEVROLET 3500HD CC30903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
28	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	**Chevrolet Colorado Chassis Extended Cab (12M53)** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 18,440.00	CHEVROLET COLORADO CHASSIS CAB 12M53	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
29	Chevrolet Silverado 3500HD Chassis Cab (CC31003)	Chassis Cab	**Chevrolet Silverado 3500HD Chassis Cab (CC31003)** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.	$ 22,575.00	CHEVROLET 3500HD CHASSIS CAB CC31003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
30	Chevrolet Express Cutaway (CG33503)	Cutaway Van	**Chevrolet Express (CG33503) Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.	$ 17,975.00	CHEVROLET EXPRESS CUTAWAY CG33503	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
31	Chevrolet Tahoe Police 9C1 (PPV CC15706)	Law Enforcement	**Chevrolet Tahoe (PPV CC15706) 9C1 Police Package** - 2WD, Police package with all manufacturer's standard equipment.	$ 26,975.00	CHEVROLET TAHOE POLICE PKG CC15706 PPV	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
32	Chevrolet Camaro (1AG37)	Sport Sedan	**Chevrolet Camaro (1AG37) Sport Sedan** - Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	$ 21,945.00	CHEVROLET CAMARO 1AG37	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
33	Chevrolet LCF 3500 12000 GVW (CP11003)	Low Cab Forward	**Chevrolet LCF 3500 12000 GVW (CP11003)** - gasoline engine, base model, complete with all manufacturer's standard equipment.	$ 26,475.00	CHEVROLET 3500 LCF CP11003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
34	Chevrolet LCF 4500 14500 GVW (CP31003)	Low Cab Forward	**Chevrolet LCF 4500 14500 GVW (CP31003)** - gasoline engine, base model complete with all manufacturer's standard equipment.	$ 27,675.00	CHEVROLET 4500 LCF CP31003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
35	Chevrolet LCF 5500HD 17950 GVW (CT51003)	Low Cab Forward	**Chevrolet LCF 5500HD 17950 GVW (CT51003)** - diesel engine, base model complete with all manufacturer's standard equipment.	$ 37,975.00	CHEVROLET 5500HD LCF CT51003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
36	Chevrolet LCF 5500XD 19500 GVW (CT61003)	Low Cab Forward	**Chevrolet LCF 5500XD 19500 GVW (CT61003)** - diesel engine, base model complete with all manufacturer's standard equipment.	$ 38,575.00	CHEVROLET 5500XD LCF CT61003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
37	Chevrolet Express 2500 Cargo Van (CG23405)	Cargo Van	**Chevrolet Express 2500 (CG23405) Full Size Cargo Van** - Chevrolet Express, base model complete with all manufacturer's standard equipment.	$ 18,275.00	CHEVROLET EXPRESS CARGO VAN CG23405	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
38	Chevrolet BOLT 1FB48	Sport Utility	**Chevrolet Bolt EV (1FB48) all electric Sport Utility** - Chevrolet Bolt EV LT base model complete with all manufacturer's standard equipment.	$ 28,975.00	CHEVROLET BOLT 1FB48	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
39	Chevrolet Express 2500 Passenger Van (CG23406)	Passenger Van	**Chevrolet Express 2500 (CG23406) Full Size Passenger Van** - Chevrolet Express base model complete with all manufacturer's standard equipment.	$ 20,875.00	CHEVROLET EXPRESS PASSENGER VAN CG23406	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
40	Chevrolet 4500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 4500** - Medium Duty Chassis Cab, 16,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 35,470.00	CHEVROLET 4500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
41	Chevrolet 5500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 5500-** Medium Duty Chassis Cab 18,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 36,175.00	CHEVROLET 5500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
42	Chevrolet 6500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 6500 -** Medium Duty Chassis Cab, 21,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 39,385.00	CHEVROLET 6500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
43	Chevrolet Blazer (1NH26)	Sport Utility	**Chevrolet Blazer (1NH26) Sport Utility** - Chevrolet Blazer base model complete with all manufacturer's standard equipment.	$ 28,275.00	CHEVROLET BLAZER 1NH26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: GMC Vehicles						
44	GMC Terrain (TLX26)	Sport Utility	**GMC Terrain (TLX26) Sport Utility** - GMC Terrain SLE base model complete with all manufacturer's standard equipment.	$		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
45	GMC Yukon (TC15706)	Sport Utility	**GMC Yukon (TC15706) Sport Utility** - GMC Yukon SLE base model complete with all manufacturer's standard equipment.	$		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
51	Buick Enclave (4NB56) FWD	Sport Utility	**Buick Enclave (4NB56) FWD Sport Utility** - Buick Enclave 1SD base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section IV: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	5 _____%	GENERAL MOTORS / CHEVROLET PRICE SCHEDULE	NONE
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	0 _____%	NONE	NONE
54	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10 _____%	GENERAL MOTORS / CHEVROLET PRICE SCHEDULE	NONE
55	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 _____%	NONE	NONE
56	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	0 _____%	NONE	NONE

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
57	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service** - State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 90. /Hour	NONE	NONE
58	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 90. /Hour	NONE	NONE
59	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles** - State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 2.85 /Mile	NONE	CUSTOMER PICKUP

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").

II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	**Autocar DC64** - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubushi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.

   a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
   b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.

3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	**Yamaha FJR1300 P Police Motorcycle** - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

BuyBoard

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	**Freightliner Sprinter C2500** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	**Freightliner Sprinter C3500** - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	**Freightliner Sprinter 3500 C/C** - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	**Freightliner Sprinter P2500 Passenger Van** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTUER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service** - State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles** - State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
424	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-HD 14500** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-XD 16000** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	**Isuzu Cabover – FTR 25950** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (Inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
427	Honda	Honda Gold Wing Police Motorcycle	**Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

GENERAL MOTORS FLEET

August 23, 2019

Caldwell Country Chevrolet
Caldwell, TX

RE: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet, Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealers that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

Yuri W. Tello
Manager, Global Fleet & Government Sales Support
General Motors Fleet

Cc: Bob Wheeler

General Motors LLC
100 Renaissance Center
Detroit Michigan 48265
MC 482-A20-D96

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F138205

GENERAL DISTINGUISHING NUMBER:

P118166	Motorcycle
P48408	Motor Vehicle
P118167X	Utility Trailer/Semi-Trailer

Caldwell Country Chevrolet, LLC
Caldwell Country Chevrolet, Jon Hildebrand's Caldwell Country,
PO BOX 27
CALDWELL, TEXAS BURLESON 77836-0027

EXPIRES: 02-28-2021
PHYSICAL LOCATION:
800 STATE HIGHWAY 21 E
CALDWELL, TEXAS BURLESON 77836-4512

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Chevrolet : AA-Passenger Auto, Chevrolet : LT-Light Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

End of Exhibit B

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NOTICE OF PROPOSAL INVITATION AND INSTRUCTIONS TO PROPOSERS

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
Phone: 512-467-0222
Fax: 800-211-5454
E-Mail: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative as further explained in the Proposal Invitation.

PROPOSAL SUBMISSION INSTRUCTIONS

Completed sealed proposals for **Proposal No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor must be received on or before 4:00 PM August 1, 2019,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out below. **Late proposals will not be accepted.**

Electronic Proposal Submission:

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.

Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its proposal via electronic submission. Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- To upload a Proposal, select the "Response Attachments" tab to upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (forms, completed specifications, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists.
- Select the "Response Submission" tab to submit the proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be accepted until all errors are corrected.***
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any vendor without the technical capability or wishing to submit a hard copy proposal, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed specifications, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD***. **Paper copies will NOT be accepted**.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS

Electronic catalogs/pricelists must be submitted in the required format with the Proposal (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative:

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, no paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog:

BuyBoard Specification Category	Part/Item Number	Item Description	List Price
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

Vendors proposing various manufacturer product lines per line item on the **Proposal Specification form** must submit the information as follows *or Vendor's proposal may not be considered*:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed

If a vendor's response to the **Proposal Specification form** states "please see attachment," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the **Proposal Specifications form** or Vendor's proposal may not be considered.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

PROPOSAL INVITATION NO. 601-19
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GENERAL INFORMATION

Proposal Invitation No. 601-19 – Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

**Please make sure that you have either downloaded and/or printed all sections of this Proposal Invitation.*

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Invitation Forms and Specifications**
4. **General Terms and Conditions**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of **Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor** that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for the base price of each vehicle plus associated fees (with the exception of delivery), a discount off of catalog or pricelist for all options and upgrades, not-to-exceed hourly labor rates for installation and repair, and per mile delivery fees. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from December 1, 2019 through November 30, 2020, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of vendor's past performance evaluation on future proposal invitations. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

The estimated value of this contract is $362,234,943; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.

SERVICE FEE

By submission of a response to this Proposal Invitation, it will be the vehicle dealer's responsibility to collect the BuyBoard Fee of **$400 per purchase order** from the purchasing entity **for all vehicles, including cab, chassis and options**. **This fee is NOT to be included in the price of the vehicles for the purpose of this proposal**; however, it must be shown as a line item price on the individual quotes to the purchaser.

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **2% per Purchase Order for parts and repair/service labor** generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the price of parts and repair/service labor in the awarded pricing.

Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. An awarded Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).

All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

The Proposal Invitation seeks base pricing for vehicles. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of order. All options are to be priced at standard government pricing. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Any option that has not been listed and priced in the response is considered to be an "Unpublished Option." Unpublished Options may be sold, but only in connection with the sale of an awarded base product item, and only if the

total cost of all "Unpublished Options" remains below twenty-five percent (25%) of the total cost of the base product plus any Published Options. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another Vendor.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on unit price and discount off catalog or price list and may contain a not-to-exceed hourly labor rate. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive.

COMPLIANCE WITH APPLICABLE LAWS

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must sign and submit the Construction Related-Goods and Services Affirmation form in the Proposal Invitation forms regardless of type of goods or services associated with this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

WARRANTY/GUARANTY

All products purchased under this contract shall be **NEW** and free from defects.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date:
October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

VENDOR CONTACT INFORMATION

Name of Company: _____

Vendor Proposal/Contract Contact Name: _____

Vendor Proposal/Contract Contact E-mail Address: _____

Vendor Contact Mailing Address for Proposal/Contract Notices: _____

_____

Company Website: _____

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☐ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: _____

Purchase Order Contact: _____ Phone: _____

Alternate Purchase Order E-mail Address: _____

Alternate Purchase Order Contact: _____ Phone: _____

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: _____

RFQ Contact: _____ Phone: _____

Alternate RFQ E-mail Address: _____

Alternate RFQ Contact: _____ Phone: _____

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____

Invoice Fax: _____ **Invoice E-mail Address:** _____

Alternative Invoice E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

*** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____ _____
Company Name Address

_____ _____ _____
City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____
Printed Name

_____
Signature of Authorized Company Official

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

_____
Date

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

_____

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

_____

3. Number of Days for Delivery: _____ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

_____

6. Are electronic payments acceptable? ☐Yes ☐ No

7. Are credit card payments acceptable? ☐Yes ☐ No

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____
Designated Dealer Name

_____
Designated Dealer Address

_____ _____ _____
City State Zip

_____ _____
Phone Number Fax Number

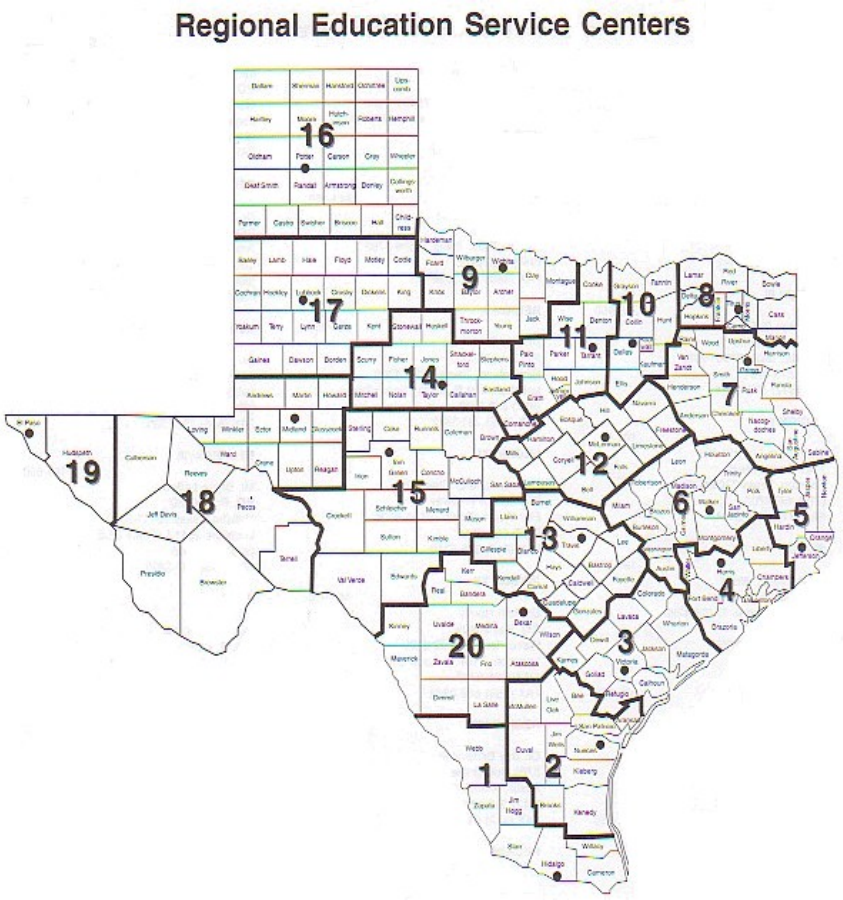
_____ _____
Email address Designated Dealer Tax ID Number* **(*attach W-9)**

_____
Designated Dealer Contact Person

_____ _____
Your Company Name Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.



☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

_____

Company Name

_____ _____

Signature of Authorized Company Official Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

_____	_____
Name of Vendor	Proposal Invitation Number
_____	_____
Signature of Authorized Company Official	Printed Name of Authorized Company Official

_____
Date

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12 month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

_____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____

Company Name

_____ _____

Signature of Authorized Company Official Printed Name

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone #	Email Address	Discount	Quantity / Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

_____
Date

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership _____
Other _____ If other, identify _____
_____
_____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

_____

_____

_____

_____

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident/Nonresident Certification**
- ☐ Completed: **No Israel Boycott Certification**
- ☐ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation/Compliance**
- ☐ Completed: **Location/Authorized Seller Listings**
- ☐ Completed: **Manufacturer Dealer Designation**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential/Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Required Forms Checklist**
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Autocar Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
1	Autocar	Autocar ACX42, Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACX42** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
2	Autocar	Autocar ACMD42, Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACMD42** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
3	Autocar	Autocar ACX64 Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACX64** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with manufactrer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4	Autocar	Autocar ACMD64 Cab and Chassis Cabover, Low Cab Forward (LCF)	**Autocar ACMD64** - Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufactrer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Autocar Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
5	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
6	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
7	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
8	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
9	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
10	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
11	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
12	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
13	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	**Chevrolet Sonic (1LS 1JU69) Compact Sedan -** Chevrolet Sonic 1LS 1JU69 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
14	Chevrolet Spark (1DR48)	Compact Sedan	**Chevrolet Spark (1DR48) Compact Sedan -** Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
15	Chevrolet Impala LS (1GX69)	Full Size Sedan	**Chevrolet Impala LS (1GX69) Full Size Sedan -** Chevrolet Implala LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
16	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	**Chevrolet Malibu LS (1ZC69) Mid Size Sedan -** Chevrolet Malibu LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
17	Chevrolet Trax (1JU76)	Sport Utility	**Chevrolet Trax (1JU76) Sport Utility -** Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
18	Chevrolet Traverse (1NB56 FWD)	Sport Utility	**Chevrolet Traverse (1NB56 FWD) Sport Utility -** Chevrolet Traverse 1NB56 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
19	Chevrolet Traverse (1NV56 AWD)	Sport Utility	**Chevrolet Traverse (1NV56 AWD) Sport Utility -** Chevrolet Traverse 1NV56 base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
20	Chevrolet Equinox Model LS (1XP26 FWD)	Sport Utility	**Chevrolet Equinox LS (1XP26 FWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
21	Chevrolet Equinox Model LS (1XX26 AWD)	Sport Utility	**Chevrolet Equinox LS (1XX26 AWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
22	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	**Chevrolet Tahoe (CC15706-1FL) Sport Utility -** Chevrolet Tahoe, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
23	Chevrolet Suburban (CC15906-1FL)	Sport Utility	**Chevrolet Suburban (CC15906-1FL) Sport Utility -** Chevrolet Suburban, 2WD, 1/2 ton, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
24	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	**Chevrolet Colorado Extended Cab (12M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
25	Chevrolet Silverado 1500 Pickup (CC10903)	Full Size Pickup, 1/2 ton, Regular cab	**Chevrolet Silverado 1500 Full Size (CC10903) Pickup -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
26	Chevrolet Silverado 2500HD Pickup (CC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**Chevrolet Silverado 2500HD Full Size (CC20903) Pickup -** 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
27	Chevrolet Silverado 3500HD Pickup (CC30903)	Full Size Pickup, 1 ton, Regular Cab	**Chevrolet Silverado 3500HD Full Size (CC30903) Pickup -** 1 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
28	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	**Chevrolet Colorado Chassis Extended Cab (12M53)** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
29	Chevrolet Silverado 3500HD Chassis Cab (CC31003)	Chassis Cab	**Chevrolet Silverado 3500HD Chassis Cab (CC31003)** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
30	Chevrolet Express Cutaway (CG33503)	Cutaway Van	**Chevrolet Express (CG33503) Cutaway Van -** Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
31	Chevrolet Tahoe Police 9C1 (PPV CC15706)	Law Enforcement	**Chevrolet Tahoe (PPV CC15706) 9C1 Police Package -** 2WD, Police package with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
32	Chevrolet Camaro (1AG37)	Sport Sedan	**Chevrolet Camaro (1AG37) Sport Sedan -** Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
33	Chevrolet LCF 3500 12000 GVW (CP11003)	Low Cab Forward	**Chevrolet LCF 3500 12000 GVW (CP11003) -** gasoline engine, base model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
34	Chevrolet LCF 4500 14500 GVW (CP31003)	Low Cab Forward	**Chevrolet LCF 4500 14500 GVW (CP31003) -** gasoline engine, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
35	Chevrolet LCF 5500HD 17950 GVW (CT51003)	Low Cab Forward	**Chevrolet LCF 5500HD 17950 GVW (CT51003) -** diesel engine, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
36	Chevrolet LCF 5500XD 19500 GVW (CT61003)	Low Cab Forward	**Chevrolet LCF 5500XD 19500 GVW (CT61003) -** diesel engine, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
37	Chevrolet Express 2500 Cargo Van (CG23405)	Cargo Van	**Chevrolet Express 2500 (CG23405) Full Size Cargo Van -** Chevrolet Express, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
38	Chevrolet BOLT 1FB48	Sport Utility	**Chevrolet Bolt EV (1FB48) all electric Sport Utility -** Chevrolet Bolt EV LT base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
39	Chevrolet Express 2500 Passenger Van (CG23406)	Passenger Van	**Chevrolet Express 2500 (CG23406) Full Size Passenger Van -** Chevrolet Express base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
40	Chevrolet 4500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 4500 -** Medium Duty Chassis Cab, 16,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
41	Chevrolet 5500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 5500-** Medium Duty Chassis Cab 18,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
42	Chevrolet 6500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 6500 -** Medium Duty Chassis Cab, 21,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
43	Chevrolet Blazer (1NH26)	Sport Utility	**Chevrolet Blazer (1NH26) Sport Utility -** Chevrolet Blazer base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: GMC Vehicles						
44	GMC Terrain (TLX26)	Sport Utility	**GMC Terrain (TLX26) Sport Utility -** GMC Terrain SLE base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
45	GMC Yukon (TC15706)	Sport Utility	**GMC Yukon (TC15706) Sport Utility -** GMC Yukon SLE base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
46	GMC Canyon pickup (T2M53)	Extended Cab Pickup	**GMC Canyon Extended Cab (T2M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
47	GMC Sierra Pickup (TC10703)	Full Size Pickup, 1/2 ton, Regular cab	**GMC Sierra Full Size Pickup (TC10703) -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
48	GMC Sierra 2500HD Pickup (TC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**GMC Sierra 2500HD Full Size (TC20903) Pickup -** 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
49	GMC Sierra 3500HD Pickup (TC30903)	Full Size Pickup, 1 ton, Regular Cab	**GMC Sierra 2500HD Full Size (TC30903) Pickup -** 1 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section III: Buick Vehicles						
50	Buick Encore (4JU76)	Sport Utility	**Buick Encore (4JU76) Sport Utility -** Buick Encore 1SB base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
51	Buick Enclave (4NB56) FWD	Sport Utility	**Buick Enclave (4NB56) FWD Sport Utility -** Buick Enclave 1SD base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section IV: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
54	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
55	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
56	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
57	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
58	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
59	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chrysler Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
60	Chrysler 300 Sedan (LXCH48)	Sedan	**Chrysler 300 (LXCH48) Sedan -** Base sedan model, 3.6L, 8 speed automatic, flex fuel with 6 cyl engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
61	Chrylser Pacifica	Passenger Van	**Chrysler Pacifica Passenger Van** - Base model, standard 9 speed automatic transmission, on all trim levels, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: Dodge Vehicles						
62	Dodge Charger (LDDM48)	Sedan	**Dodge Charger (LDDM48) Sedan -** Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6 cyl engine configuration, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
63	Dodge Charger Pursuit-Police Package (LDDE48)	Pursuit-Police Package	**Dodge Charger (LDDE48) Pursuit Police Package -** Base model, 3.6L, flex fuel vehicle on 6 cyl model, 292 horsepower, complete with all manufactuer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
64	Dodge Challenger (LCDH22)	Specialty Vehicle	**Dodge Challenger (LCDH22) Specialty Vehicle -** Base model complete with all manufactuer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
65	Dodge Grand Caravan (RTKH53)	Passenger Van	**Dodge Grand Caravan (RTKH53) Passenger Van -** 3.6L V6 automatic, rear A/C, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
66	Dodge Journey (JCDH49)	Mid-Size Crossover	**Dodge Journey (JCDH49) Mid-Size Crossover -** Front wheel drive, 2.4L DOHC, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
67	Dodge Durango (WDDL75)	Sport Utility	**Dodge Durango (WDDL75) Sport Utility -** Base Model, rear wheel drive, 3.6L V6 Engine, Flex Fuel, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
68	Dodge Durango Special Service (WDDE75)	Full Size SUV Special Service	**Dodge Durango (WDDE75) Full Size SUV Special Service -** Base Model, rear wheel drive, 3.6L Engine, 6-cyl standard, 8 speed automatic standard, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
69	Dodge Durango AWD V-6 Pursuit-Police Package (WDEE75)	Pursuit-Police Package	**Dodge Durango (WDEE75) AWD V-6 Pursuit Police Package -** Base Model, AWD, 3.6L V-6 Engine, 8 speed automatic standard, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
70	Dodge RAM 1500 Special Services (DS6T98)	Special Services Pickup, Crew Cab	**Dodge RAM 1500 (DS6T98) Special Services Pickup -** Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 6 speed automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
71	Dodge RAM Tradesman 1500 (DS1L61)	Full Size Pickup, Regular Cab	**Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup -** ST Base Model, 1/2 ton, Regular Cab, 4X2, 3.6L V6, 8 speed automatic, short bed, with flex fuel availability, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
72	Dodge RAM Tradesman 2500 (DJ2L62)	Full Size Pickup, Regular cab	**Dodge RAM Tradesman 2500 (DJ2L62) Full Size Pickup -** ST Base Model, 3/4 ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
73	Dodge RAM Tradesman 3500 (D23L62)	Full Size Pickup, Regular cab	**Dodge RAM Tradesman 3500 (D23L62) Full Size Pickup -** ST Base Model, 1 ton, regular cab, 4X2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
74	Dodge RAM Tradesman 3500 Chassis Cab (DL3L63)	Chassis Cab	**Dodge RAM Tradesman 3500 (DL3L63) Chassis Cab -** ST Base model with 6.4L V8, automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
75	Dodge RAM 4500 Chassis Cab (DP4L63)	Chassis Cab	**Dodge RAM 4500 (DP4L63) Chassis Cab -** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
76	Dodge RAM 4500 Chassis Crew Cab (DP4L93)	Chassis Crew Cab	**Dodge RAM 4500 (DP4L93) Chassis Crew Cab --** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
77	Dodge RAM 5500 Chassis Cab (DP5L63)	Chassis Cab	**Dodge RAM 5500 (DP5L63) Chassis Cab -** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
78	Dodge RAM 5500 Chassis Crew Cab (DP5L93)	Chassis Crew Cab	**Dodge RAM 5500 (DP5L93) Chassis Crew Cab -** Base model with 6.4L V8, automatic, gas engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
79	Dodge RAM Promaster Van	Cargo Van	**Dodge RAM Promaster Van -** Base model, 3.6L V6 engine, 6-spd Automactic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
80	Dodge RAM Promaster Van	Window Van	**Dodge RAM Promaster Van -** Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
81	Dodge RAM Promaster Van	Cutaway Chassis Van	**Dodge RAM Promaster Van -** Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Jeep Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
82	Jeep Grand Cherokee Laredo (WKTH74)	Sport Utility	**Jeep Grand Cherokee Laredo (WKTH74) Sport Utility -** Base model, Rear wheel drive, 3.6L V6 engine with 8 speed automatic, 4x2, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
83	Jeep Renegade	Sport Utility	**Jeep Renegade Sport Utility -** Base model, 1.4L I4 Multi Air Engine with A/C, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
84	Jeep Wrangler (JLJL72)	Sport Utility	**Jeep Wrangler (JLJL72) Sport Utility -** Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
85	Jeep Cherokee LATTITUDE (KLTM74)	Mid-Size Suv	**Jeep Cherokee LATTIUDE (KLTM74) -** Base model, 3.6L, 2.4 Liter engine, 9-Spd automatic, Flex Fuel Vehicle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section IV: Chrysler/Dodge/Jeep Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
86	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
Item No.	**Specified Product or Service**	**Short Description**	**Full Description**	**State Percent (%) of Discount off Catalog/Pricelist[1]**	**State Name of Catalog/Pricelist**	**Exceptions to Discount**
87	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
88	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
89	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
90	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chrysler/Dodge/Jeep Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
91	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
92	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair of Vehicles, Heavy Duty Trucks, and Police Motorcycles -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
93	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Crane Carrier Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
94	Crane Carrier	Crane Carrier LET2	**Crane Carrier LET2** - Low Entry Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
95	Crane Carrier	Crane Carrier LET2 Crew Cab 4X2	**Crane Carrier LET2 Crew Cab 4X2** - Low Entry Tilt Crew Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
96	Crane Carrier	Crane Carrier COE 4X2	**Crane Carrier COE 4X2** - Cab Over, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
97	Crane Carrier	Crane Carrier LDT2 4X2	**Crane Carrier LDT2 4X2** - Low Entry Drop Frame Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
98	Crane Carrier	Crane Carrier LDT2 6X4	**Crane Carrier LDT2 6X4** - Low Entry Drop Frame Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
99	Crane Carrier	Crane Carrier LET2 6X4	**Crane Carrier LET2 6X4** - Low Entry Tilt Cab, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
100	Crane Carrier	Crane Carrier LET2 6X4 Crew Cab	**Crane Carrier LET2 6X4 Crew Cab** - Low Entry Tilt Crew Cab, Cummins ISL9-270 270, HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
101	Crane Carrier	Crane Carrier COE 6X4	**Crane Carrier COE 6X4** - Cab Over, Cummins ISL9-270, 270 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Crane Carrier Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
102	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
103	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
104	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
105	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
106	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Crane Carrier Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
107	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
108	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
109	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Ford Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
110	Ford Fusion S (P0G)	Mid Size Sedan	**Ford Fusion S Sedan (P0G)** - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
111	Ford Fiesta S (P4A)	Compact Sedan	**Ford Fiesta S Sedan (P4A)** - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
112	Ford Mustang (P8A)	Coupe	**Ford Mustang V6 (P8A)** - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
113	Ford Police Responder FWD (P0A)	Law Enforcement Sedan FWD	**Ford Police Responder Sedan (P0A)** - FWD, Four door, 2.0L HEV engine complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
114	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	**Ford Police Interceptor Sport Utility (K8A)** - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
115	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	**Ford Expedition SSV Utility (U1F-102A)** - 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
116	Ford Explorer (K7B)	Sport Utility	**Ford Explorer Base Sport Utility (K7B)** - Explorer base package; 2.3L EcoBoost l4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
117	Ford Expedition XL (U1F-100A)	Sport Utility	**Ford Expedition XL Sport Utility (U1F-100A)** - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
118	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	**Ford Expedition EL Sport Utility (K1F-100A)** - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
119	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	**Ford Expedition SSV Extended Length Utility (K1F-102A)** - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
120	Ford Escape S (U0F)	Sport Utility	**Ford Escape Sport Utility (U0F)** - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
121	Ford Edge SE (K3G)	Crossover Sport Utilty	**Ford Edge Crossover Sport Utility (K3G)** - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
122	Ford Flex (K5B)	Crossover Sport Utilty	**Ford Flex Crossover (K5B)** - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
123	Ford F150, Regular Cab (F1C)	Full Size Pickup	**Ford F-150 Pickup, Regular Cab (F1C)** - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
124	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	**Ford F-150 Pickup, Regular Cab CNG/LPG** - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
125	Ford F250, Regular Cab (F2A)	Full Size Pickup	**Ford F-250 Pickup, Regular Cab (F2A)** - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
126	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	**Ford F-350 Pickup, Regular Cab (F3A)** - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
127	Ford Ranger Pick Up Truck, 4X2 (R1A)	Pickup Truck Super Cab	**Ford Ranger Pickup, Super Cab (R1A) -** XL Package, 2.3L EcoBoost l4 Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
128	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	**Ford F-350 Chassis Cab (F3E)** - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
129	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	**Ford F-450 Chassis Cab (F4G)** - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
130	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	**Ford F-550 Chassis Cab (F5G)** - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
131	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	**Ford F-650 Chassis Cab (F6A)** - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
132	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	**Ford F-750 Chassis Cab (F7A)** - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
133	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	**Ford F-650 Chassis Cab (F6D)** - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
134	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	**Ford F-750 Chassis Cab (F7D)** - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
135	Ford Transit Connect Wagon (S9E)	Wagon	**Ford Transit Connect Wagon (S9E)** - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
136	Ford Transit Connect Van (S6E)	Cargo Van	**Ford Transit Connect Cargo Van (S6E)** - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
137	Ford Transit 150, Passenger Van (E1C)	Cargo Van	**Ford T-150 Transit Cargo Van (E1C)** - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
138	Ford Transit 250, Passenger Van (R1C)	Cargo Van	**Ford T-250 Transit Cargo Van (R1C)** - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
139	Ford Transit 350, Passenger Van (W9C)	Cargo Van	**Ford T-350 Transit Cargo Van (W9C)** - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
140	Ford Transit 150, Passenger Van (K1C)	Passenger Van	**T-150 Transit Passenger Van (K1C)** - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
141	Ford Transit 350, Passenger Van (X2C)	Passenger Van	**Ford T-350 Transit Passenger Van (X2C)** - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
142	Ford Transit 250 Cutaway (R5P)	Cutaway	**Ford T-250 Transit Cutaway Chassis (R5P)** - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
143	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	**Ford T-250 Transit Cutaway Chassis Cab (R5Z)** - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
144	Ford E-350 Cutaway (E3F)	Cutaway Chassis	**Ford E-350 Cutaway Van Chassis (E3F)** - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
145	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	**Ford E-350 Stripped Chassis (E3K)** - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
146	Ford E-450 Cutaway (E4F)	Cutaway Chassis	**Ford E-450 Cutaway Chassis Cab (E4F)** - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
147	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	**Ford E-450 Stripped Chassis (E4K)** - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Ford Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
148	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
149	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
150	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
151	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
152	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
153	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
154	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair of Vehicles, Heavy Duty Trucks, and Police Motorcycles -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
155	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
156	Freightliner	Freightliner Model M2-106	**Freightliner Model M2-106** - Cab and chassis, 18,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
157	Freightliner	Freightliner Model 108SD	**Freightliner Model 108SD** - Cab and chassis, 31,000# GVW, Eaton 9 speed transmission, 260 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
158	Freightliner	Freightliner Model M2-112	**Freightliner Model M2-112** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
159	Freightliner	Freightliner Model Cascadia 125	**Freightliner Model Cascadia 125** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
160	Freightliner	Freightliner Model 122 SD	**Freightliner Model 122 SD** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1625 RPM, Eaton FR15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
161	Freightliner	Freightliner Model 114SD	**Freightliner Model 114SD** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
162	Freightliner	Freightliner Cascadia 113	**Freightliner Model Cascadia 113** - Cab and chassis, Detroit DD13 370 HP, Eaton FR15210B, front axle 12000 lbs, rear axle 40000 lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
163	Freightliner	Freightliner MT45	**Freightliner MT45** - Van Chassis (cab and chassis), 14,990# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, rear axle 13,000 lbs, rear axle 12,000lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
164	Freightliner	Freightliner MT55	**Freightliner MT55** - Van Chassis (cab and chassis), 25,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2300 RPM, Allison 2200 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 13,500lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
165	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
166	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
167	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
168	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
169	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

Section III: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
170	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
171	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
172	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Hino Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
173	Hino 155	Hino Model 155	**Hino 155, Cab Over,** 14,500 lbs **GVWR, Engine: Hino J05E, -** 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 5,510 lbs, rear gross axle weight 9,880 lbs, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
174	Hino 195	Hino Model 195	**Hino 195, Cab Over,** 19,500 lbs **GVWR, Engine: Hino J05E, -** 210 hp, Aisin 6 speed automatic transmission, front gross axle weight 6,830 lbs, rear gross axle weight 13,670 lbs, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
175	Hino 238	Hino Model 238 (ND8JSA)	**Hino 238, Conventional Cab (ND8JSA),** 23,000 lbs **GVWR, BBC -** 108" **Engine: Hino J08E-VC** 8.0L, 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
176	Hino 258	Hino Model 258 (ND8JJSA)	**Hino 258, Conventional Cab (ND8JJSA),** 25,500 lbs **GVWR, BBC** - 108", **Engine: Hino J08E-TV 7.680L,** 220 hp at 2,500 rpm, Complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
177	Hino 268	Hino Model 268 (NE8JLSA)	**Hino 268, Conventional Cab (NE8JLSA),** 25,900 **GVWR, BBC** - 108",**Engine: Hino J08E-TV** 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
178	Hino 338	Hino Model 338 (NV8JLSA)	**Hino 338, Conventional Cab (NV8JLSA),** 33,000 **GVWR, BBC** - 108", **Engine: Hino J08E-TV** 7.680 L, 220 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
179	Hino XL	Hino Model XL	**Hino XL, Conventional Cab,** 33,000 **GVWR, BBC** - 108", **Engine: Hino A09**, 360 hp at 2,500 rpm, Complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Hino Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
180	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
181	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
182	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
183	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
184	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
185	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
186	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
187	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Honda Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
188	Honda Insight	Compact Sedan	**Honda Insight** - Base model, 1.5L SOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
189	Honda Fit	Compact Sedan	**Honda Fit -** Base model, 1.5L 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
190	Honda Clarity	Compact Sedan	**Honda Clarity -** Base model, Hybrid or Electric engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
191	Honda Civic LX	Compact Sedan	**Honda Civic LX -** Base model, 1.8L SOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
192	Honda Accord LX	Mid-Size Sedan	**Honda Accord LX -** Base model, 2.4L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
193	Honda Crosstour EX	Mid-Size Sedan	**Honda Crosstour EX -** Base model, 2.4L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
194	Honda Ridgeline RT	Full Size Pickup	**Honda Ridgeline RT -** Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
195	Honda HR-V LX	Sport Utility	**Honda HR-V LX -** Base model, 16-Valve SOHC i-VTEC engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
196	Honda CR-V LX	Sport Utility	**Honda CR-V LX -** Base model, 2.4L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
197	Honda Pilot LX	Sport Utility	**Honda Pilot LX -** Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
198	Honda Odyssey LX	Passenger Van	**Honda Odyssey LX -** Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Honda Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
199	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
200	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
201	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
202	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
203	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Honda Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
204	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
205	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
206	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: International Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
207	International	International HV507 4x4	**International HV507 4x4** - Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes,6 speed transmission complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
208	International	International HV607 6x4	**International HV607 6x4** - Class 8, Cummins L9 260 hp, 10,000# front axle,40,000# rear axle, 10 speed transmission, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
209	International	International MV607 4x2	**International MV607 4x2** - Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
210	International	International HX515 6x4	**International HX515 6x4** - Class 8, International A26 370 hp, 12,000# front axle,40,000# rear axle, 10 speed, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
211	International	International HV607 4x2	**International HV607 4x2** - Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all standard mamufacturer's equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
212	International	International HX620 6x4	**International HX620 6x4** - Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
213	International	International LT625 6x4	**International LT625 6x4** - Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
214	International	International HV513 4x2	**International HV513 4x2** - Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's equipment**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
215	International	International RH613 4x2	**International RH613 4x2** - Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
216	International	International CV515	**International CV515 -** Class 4-5, International 6.6 350 hp, Allison automatic,6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all standard manufacturer's equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: International Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
217	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
218	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
219	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
220	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
221	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
222	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
223	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
224	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Isuzu Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
225	Isuzu	Isuzu Cabover NPR	**Isuzu Cabover** - **NPR 12000 GVW**, gasoline engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
226	Isuzu	Isuzu Cabover NPR	**Isuzu Cabover** - **NPR 14500 GVW**, gasoline engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
227	Isuzu	Isuzu Cabover NQR	**Isuzu Cabover** - **NQR 17950 GVW**, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
228	Isuzu	Isuzu Cabover NRR	**Isuzu Cabover** - **NRR 19500 GVW**, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Isuzu Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
229	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
230	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
231	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
232	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
233	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
234	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
235	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
236	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Kenworth Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
237	Kenworth	Kenworth Model T270	**Kenworth Model T270 -** Class 6, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
238	Kenworth	Kenworth Model T370	**Kenworth Model T370 -** Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
239	Kenworth	Kenworth Model K270	**Kenworth Model K270 -** Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
240	Kenworth	Kenworth Model K370	**Kenworth Model K370 -** Class 7, 33,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
241	Kenworth	Kenworth Model T440	**Kenworth Model T440 -** Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
242	Kenworth	Kenworth Model T440	**Kenworth Model T440 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
243	Kenworth	Kenworth Model T470	**Kenworth Model T470 -** Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
244	Kenworth	Kenworth Model T470	**Kenworth Model T470 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR PX-9 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
245	Kenworth	Kenworth Model T680	**Kenworth Model T680 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
246	Kenworth	Kenworth Model T800	**Kenworth Model T800 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
247	Kenworth	Kenworth Model T800W	**Kenworth Model T800W -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Cummins X15 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
248	Kenworth	Kenworth Model T880	**Kenworth Model T880 -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
249	Kenworth	Kenworth Model T800SH	**Kenworth Model T800SH -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Short Hood, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
250	Kenworth	Kenworth Model T800TS	**Kenworth Model T800TS -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Twin Steer, Cummins X15 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
251	Kenworth	Kenworth Model W900B	**Kenworth Model W900B -** Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
252	Kenworth	Kenworth Model W900L	**Kenworth Model W900L -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
253	Kenworth	Kenworth Model W900S	**Kenworth Model W900S -** Class 8, 33,001+ lb. GVWR, Conventional Cab, Bridge Formula Mixer, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Kenworth Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
254	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
255	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
256	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
257	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
258	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
259	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
260	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
261	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Mack Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
262	Mack	Mack Granite GR64F	**Mack Granite GR64F** - Axle Forward Conventional, 50,000# GVW, Mack MP7-325 engine, Mack TM308 transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
263	Mack	Mack Granite GR64B	**Mack Granite GR64B** - Axle Back Conventional, 50,000# GVW, Mack MP7-325 engine, Mack TM308 transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
264	Mack	Mack TERRAPRO 64R	**Mack TERRAPRO 64R** - Cabover, 50,000# GVW, Mack MP7-325 engine, Mack TM308 transmission, front axle Mack FXL12000, rear axle Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
265	Mack	Mack LR64 R	**Mack LR64 R** - Low Entry Cabover, 66,000# GVW, Mack MP7-325 engine, Allison 4500RDS5 transmission, front axle Mack FXL20000, rear axle Meritor RT46-160, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
266	Mack	Mack Pinnacle PI64T	**Mack Pinnacle PI64T** - Axle Forward Conventional/Highway, 50,000# GVW, Mack MP8-425E engine, Fuller FRO-15210B transmission, front axle Mack FXL12000, rear axle Meritor RT40-140, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
267	Mack	Mack Anthem AN64T	**Mack Anthem AN64T** - Axle Back Conventional/Highway, 50,000# GVW, Mack MP8-425E engine, Fuller FRO-15210B transmission, front axle Mack FXL12000, rear axle Meritor RT40-140, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
268	Mack	Mack LR64R	M**ack LR64R** - Cabover, 50,000# GVW, Mack MP7-325 engine, Allison 3000 RDS, front axle Mack FXL12000, Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
269	Mack	Mack Granite 64FR MHD	**Mack Granite 64FR MHD** - Axle Forward Conventional, 50,000# GVW, Cummins ISL9 345 HP, Eaton Fuller RTX 11609B transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
270	Mack	Mack Granite 64BR MHD	**Mack Granite 64BR MHD** - Axle Back Conventional, 50,000# GVW, Cummins ISL9 345 HP, Eaton Fuller RTX 11609B transmission, front axle Mack FXL12000, rear axle Dana-Spicer DS405, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
271	Mack	Mack LR64R G	**Mack LR64R G** - Cabover, low entry, 50,000# GVW, Cummins ISL9 Gas engine, Allison 3000 RDS transmission, front axle Mack FXL12000, Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
272	Mack	Mack TERRAPRO 64R G	**Mack TERRAPRO 64R G** - Cabover, 50,000# GVW, Cummins ISL9 gas engine, Allison 3000 RDS transmission, front axle Mack FXL12000, Mack S38R 38000#, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Mack Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
273	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
274	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
275	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
276	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
277	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
278	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
279	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
280	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Mitsubushi Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
281	Mitsubushi FE130	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE130**, 13,200 GVWR, DOHC 4-cylinder turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
282	Mitsubushi FE160	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, 15,995 GVWR, DOHC 4-cylinder turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
283	Mitsubishi FE160 Crew Cab	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, Crew Cab, 15,995 GVWR, DOHC 4-cylinder turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
284	Mitsubishi FE180	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE180**, 17,995 GVWR, DOHC 4-cylinder, turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
285	Mitsubishi FG 4x4	Mitsubishi Cabover	**Mitsubushi Cabover** - **FG 4x4**, 14,050 GVWR, DOHC 4-cylinder, turbocharged intercooled diesel engine, Duonic automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
286	Mitsubushi FE140	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE140**, 14,500 GVWR, DOHC 4-cylinder turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
287	Mitsubushi FE160	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, 15,995 GVWR, DOHC 4-cylinder turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
288	Mitsubishi FE160 Crew Cab	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE160**, Crew Cab, 15,995 GVWR, DOHC 4-cylinder turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
289	Mitsubishi FE180	Mitsubishi Cabover	**Mitsubushi Cabover** - **FE180**, 17,995 GVWR, DOHC 4-cylinder, turbocharged gas engine, Allison automatic transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
290	Mitsubishi eCanter	Mitsubishi Cabover	**Mitsubushi Cabover** - eCanter, 15,995 GVWR, all electric, six Mercedes Benz lithium ion batteries, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Mitsubishi Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
291	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
292	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
293	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
294	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
295	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Mitsubushi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
296	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
297	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
298	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Nissan Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
299	Nissan Versa	Compact Sedan	**Nissan Versa** - Base model, 1.6L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
300	Nissan Sentra	Compact Sedan	**Nissan Sentra -** Base model, 1.8L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
301	Nissan Leaf	Electric Compact Sedan	**Nissan Leaf -** Base model, 80kw AC Synchronous motor, 24kWh lithium-ion Battery, 3.6kW onboard charger, cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
302	Nissan Versa Note	Hatchback	**Nissan Versa Note -** Base model, 1.6L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
303	Nissan Altima	Mid-Size Sedan	**Nissan Altima -** Base model, 2.5L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
304	Nissan Maxima	Mid-Size Sedan	**Nissan Maxima -** Base model, 3.5L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
305	Nissan Frontier	Compact Pickup	**Nissan Frontier -** Base model, 2.5L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
306	Nissan Titan	Full Size Pickup	**Nissan Titan -** Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
307	Nissan Rogue	Sport Utility	**Nissan Rogue -** Base model, 2.5L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
308	Nissan Rogue Sport	Sport Utility	**Nissan Rogue Sport -** Base model, 2.0L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
309	Nissan Kicks	Sport Utility	**Nissan Rogue Kicks -** Base model, 1.6L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
310	Nissan Murano	Sport Utility	**Nissan Murano -** Base model, 3.5L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
311	Nissan Pathfinder	Sport Utility	**Nissan Pathfinder -** Base model, 3.5L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
312	Nissan Armada	Sport Utility	**Nissan Armada --** Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
313	Nissan NV200	Cargo Van	**Nissan NV200 -** Base model, 2.0L DOHC 4 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
314	Nissan NV1500	Cargo Van	**Nissan NV1500 -** Base model, 4.0L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
315	Nissan NV2500 HD	Cargo Van	**Nissan NV2500HD -** Base model, 4.0L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
316	Nissan NV3500 HD	Cargo Van	**Nissan NV3500HD -** Base model, 5.6L DOHC 8 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
317	Nissan NV3500 HD S	Passenger Van	**Nissan NV3500HD S -** Base model, Passenger van with seating capacity for 12, 4.0L DOHC 6 cylinder engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Nissan Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
318	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
319	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
320	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
321	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
322	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Nissan Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
323	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
324	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
325	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Peterbilt Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
326	Peterbilt	Peterbilt Model 220	**Peterbilt Model 220** - Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,00 GVWR, front gross axle weight 12,000 lbs, rear gross axle weight 17,000-21,000 lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
327	Peterbilt	Peterbilt Model 520	**Peterbilt Model 520** - Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 1200-22000 lbs, rear gross axle weight 23000-46--- lbs, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
328	Peterbilt	Peterbilt Model 325	**Peterbilt Model 325** - Conventional cab engine, PACCAR PX7, 200 HP, Eaton 6-speed transmission 108" BBC, front gross axle weight 8,000-12,000lbs, rear gross axle weight 21,000 lbs, 19,500 GVWR complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
329	Peterbilt	Peterbilt Model 330	**Peterbilt Model 330** - Conventional cab, PACCAR PX7, 200 HP, Eaton 6-speed transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
330	Peterbilt	Peterbilt Model 337	**Peterbilt Model 337** - Conventional cab, PACCAR PX7, 240HP, Eaton 6-speed transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
331	Peterbilt	Peterbilt Model 348	**Peterbilt Model 348** - Conventional cab, PACCAR PX9, 260 HP, Eaton 6-Speed tranmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
332	Peterbilt	Peterbilt Model 365	**Peterbilt Model 365** - Conventional cab, Paccar MX13, 455 HP ,Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
333	Peterbilt	Peterbilt Model 367	**Peterbilt Model 367** - Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
334	Peterbilt	Peterbilt Model 389	**Peterbilt Model 389** - Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs, rear gross axle weight 38,000 lbs, 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
335	Peterbilt	Peterbilt Model 567	**Peterbilt Model 567** - Conventional Areo cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs, rear gross axle weight 21,000-70,000 lbs, 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
336	Peterbilt	Peterbilt Model 579	**Peterbilt Model 579** - Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs, rear gross axle weight 38,000-46,000 lbs, 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section II: Peterbilt Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
337	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
338	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
339	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
340	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
341	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
342	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
343	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
344	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Police Motorcycles - BMW

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
345	BMW	BMW R120RT Police Motorcycle	**BMW R1200RT Police Motorcycle** - 1170 cc flat twin engine, 6 speed gearbox and shaft drive, equipped with standard police equipment**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Police Motorcycles - Harley Davidson

346	Harley-Davidson	Harley-Davidson Road King FLHP Police Motorcycle	**Harley-Davidson Road King FLHP Police Motorcycle** w/ Fork Mounted Windshield - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
347	Harley-Davidson	Harley-Davidson Electra Glide FLHTP Police Motorcycle	**Harley-Davidson Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section III Police Motorcycles - Honda

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348	Honda	Honda ST1300 PA Police Motorcycle	**Honda ST1300 PA Police Motorcycle** - 1261 cc DOHC 90 V4 engine, equipped with standard police equipment**.**	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section IV: Police Motorcycles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
349	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
350	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
351	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
352	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
353	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Section V: Police Motorcycles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
354	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
355	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
356	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Toyota Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
357	Toyota Camry (2514)	Mid-sized sedan	**Toyota Camry Sedan (2514) -** L Model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
358	Toyota Camry (2559)	Mid-sized hybrid sedan	**Toyota Camry Hybrid Sedan (2559) -** LE model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
359	Toyota Avalon (3544)	Full-sized sedan	**Toyota Avalon (3544) -** XLE Model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
360	Toyota Avalon Hybrid (3504)	Full-sized hybrid sedan	**Toyota Avalon Hybrid (3504) -** XLE model**,** complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
361	Toyota Yaris (6266)	Compact sedan	**Toyota Yaris Sedan (6266)-**L Model, 6-speed auto transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
362	Toyota Corolla (1832)	Small sedan	**Toyota Corolla Sedan (1832) -** L Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
363	Toyota Corolla Hybrid (1882)	Small hybrid sedan	**Toyota Corolla Sedan Hybrid (1882) -** LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
364	Toyota C-HR (2402)	Compact crossover	**Toyota C-HR (2402) -** base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
365	Toyota Prius (1223)	Hybrid hatchback	**Toyota Prius Hybrid Hatchback (1223) -** LE model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
366	Toyota Prius C (1201)	Compact hybrid hatchback	**Toyota Prius C Hybrid Hatchback (1201)** L Model 5-door, complete with all manufacurer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
367	Toyota Tundra (8242)	Full-sized pick up truck	**Toyota Tundra Pickup Truck (8242) -** Extended cab, 5.7L V8, 6-speed automatic, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
368	Toyota Tacoma (7162)	Mid-sized pickup truck	**Toyota Tacoma Pickup Truck (7162) -** Extended cab, SR model, 4x2, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
369	Toyota RAV4 (4430)	Small sport utility	**Toyota RAV4 Sport Utility (4430) -** LE model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
370	Toyota RAV4 Hybrid (4435)	Small hybrid sport utility	**Toyota RAV4 Hybrid Sport Utility (4435) -** LE model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
371	Toyota Highlander (6942)	Mid-sized sport utility	**Toyota Highlander (6942) -** LE model, 2.7L I4 complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
372	Toyota Highlander Hybrid (6964)	Mid-sized hybrid sport utility	**Toyota Highlander Hybrid (6964) -** LE model V6 complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
373	Toyota 4Runner (8642)	Mid-sized Sport Utility	**Toyota 4Runner (8642)** Base model 4x2 SR5 V6 complete with all manufacturer's standard equipment	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
374	Toyota Sequoia (7917)	Full-sized sport utility	**Toyota Sequoia Sport Utility (7917) -** SR5 Model, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
375	Toyota Sienna (5328)	Passenger minivan	**Toyota Sienna Passenger Van (5328) -** L Model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Toyota Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
376	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
377	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
378	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
379	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
380	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Toyota Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
381	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
382	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
383	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Volvo Model Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
384	Volvo	Volvo VNL	**Volvo VNL** - 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
385	Volvo	Volvo VNX	**Volvo VNX** - 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
386	Volvo	Volvo VNR	**Volvo VNR** - 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
387	Volvo	Volvo VHD	**Volvo VHD** - 113.6" BBC, 52500 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Volvo Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
388	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
389	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
390	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
391	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
392	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
393	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
394	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
395	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Western Star Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
396	Western Star	Western Star 4900SF	**Western Star 4900SF -** Set forward axle, 123" BBC, 52,000 GVWR, Fuller 10 speed transmission, DD15 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
397	Western Star	Western Star 4900SB	**Western Star 4900SB -** Set back axle, 123" BBC, 52,000 GVWR, Fuller 10 speed transmission, DD15 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
398	Western Star	Western Star 4900EX	**Western Star 4900EX** - 132" BBC, 52,000 GVWR, Fuller 10 speed transmission, DD15 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
399	Western Star	Western Star 6900XD	**Western Star 6900XD** - 141" BBC, 60,320 GVWR, Fuller 10 speed transmission, DDC60 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
400	Western Star	Western Star 4700SB	**Western Star 4700SB** - Set back axle, 33,000 GVWR, 10 speed manual transmission, Cummins ISL 260HP engine, 12,000# front/33,000# rear axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
401	Western Star	Western Star 4700SF	**Western Star 4700SF** - Set forward axle, 33,000 GVWR, 10 speed manual transmission, Cummins ISL 260HP engine, 12,000# front/33,000# rear axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Western Star Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
402	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options**. **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
403	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies**. **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
404	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
405	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
406	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
407	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
408	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
409	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"BuyBoard®" means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" means the Director of Cooperative Procurement identified in this Proposal Invitation (or his/her successor).

"Contract" means the contract between the Cooperative and the successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Proposer's Proposal, and is comprised collectively of the following:

a) This Proposal Invitation;
b) Proposer's Proposal;
c) Notice of Award issued to Proposer by the Cooperative; and
d) Purchase Order between a Cooperative member and Proposer, and any additional terms, conditions, or instructions agreed to by Proposer, that are consistent with these Terms and Conditions.

"Cooperative" means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, and supplements and/or clarifications.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10th) business day before the Proposal Due Date.

2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal in electronic format. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

a) A "cost plus" Proposal will not be accepted;
b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.

4. Deviations from Item Specifications or General Terms and Conditions

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Other than any deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal will be an event of default and grounds for termination of the Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

9. Confidential Information

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. The Cooperative will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. The Cooperative and its Administrator will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Proposer may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative in the Proposal Invitation for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Proposer's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted their Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf and indicate the individual's title. If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative in the Proposal Invitation instructions) at the Proposal Due Date time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Legal, Ethical, and Other Matters

Proposer agrees and certifies to the following:

1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever State or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;

6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer. A facsimile or imaged signature will be deemed an original.

14. No Reimbursement

Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competiveness	60
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	5
5	Capability of Servicing Cooperative Members	3
6	Any other relevant factor or requirement listed in this Proposal Invitation	2
	TOTAL:	100

The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regards to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, including as to price and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth (5th) business day before the Proposal opening date, and a protest challenging an award decision, including bid evaluations, no later than 5:00 p.m. CST the fifth (5th) business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members during the Contract

term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the awarded pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (The BuyBoard) of these Terms and Conditions, all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order that are consistent with these Terms and Conditions and are acceptable to Vendor, including negotiating a supplemental or ancillary agreement with Vendor containing additional terms and conditions for a specific purchase or purchases that are consistent with these Terms and Conditions. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or supplemental/ancillary agreement, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or negotiated additional terms and conditions shall govern over the requirements in the Proposal Invitation.

2. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance, and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A vendor failure to generate this minimum amount may also be considered by the Cooperative as part of vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Conformity to Item Specifications and Contract Award

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, and shall provide upon request such supporting manufacturer documentation as the Cooperative may require. Such pricelists or catalogs must be provided in the same format required by the Proposal Invitation for catalogs and pricelists submitted

with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The Cooperative reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to Cooperative members. Unless otherwise provided in the Proposal Invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor's Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the Cooperative in its entirety. Vendor must provide the Cooperative with prior notice of catalog and pricelist changes. Until such time as updated pricelists have been submitted to the Cooperative, or in the event the Cooperative rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to Cooperative members.

For awarded pricing based on hourly labor rates, Vendor may not exceed the awarded pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

If it is determined that a Vendor has sold products or services to Cooperative members through the Contract at a price higher than the applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or the Purchase Order, Vendor must deliver or

provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up products on an "over the counter" basis must be available for the majority of the awarded products. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

Packing lists or other suitable shipping documents must accompany each shipment and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code.) A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified for categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued. If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog of products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product for the awarded product. Vendor shall submit supporting documentation to the Cooperative regarding any substitutions. The Cooperative reserves the right to reject, in its sole discretion, any substitution.

9. Product and Service Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (90)-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member.

Vendor shall respond to any reasonable requests for information from the Cooperative, its administrator, or a Cooperative member in regards to concerns regarding public health or safety regarding awarded products, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Vendor shall notify in writing both the Cooperative and any Cooperative members who made purchases from Vendor for such recalled products of the recall and proposed action. At a minimum and without waiving any other requirements under law or Cooperative member purchase order, Vendor shall be required with respect to purchasing Cooperative members to take all action required by law or any greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all awarded items and must be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative's administrator the information required on the

Manufacturer Dealer Designation form contained in the Proposal Invitation, and/or such other form or information as the Cooperative's administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). **Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member**, and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf including, if Vendor is a manufacturer, any Designated Dealer(s) of Vendor's products. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the purchase order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract or a purchase order, as applicable.

17. Intellectual Property Infringement

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product and refund the purchase price (less reasonable depreciation for use.)

18. Remedies for Default and Termination of Contract

Except as otherwise provided for in these Terms and Conditions, either party may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

a) Delivery of product or services that fail to meet the item specifications;
b) Delivery of product or services that are defective or substandard or fail to pass product inspection;

c) Delivery of a product substitution, except as specifically authorized;
d) Failure to meet required delivery schedules;
e) Failure to timely supply the awarded products or services at the contract price;
f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, it parent company, or affiliates;
g) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
h) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;
i) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
j) Selling non-awarded goods or services under the Contract or any other BuyBoard contract with Vendor; or
k) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a Purchase Order or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member Purchase Order or supplemental contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regards to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the person to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including awarded pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an awarded product for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State

Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided by facsimile or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

Abilene★Reporter-News
PART OF THE USA TODAY NETWORK

Certificate of Publication

In Matter of Publication of:

SHARON MCAFEE
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

State of Wisconsin)
))§
County of Brown)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor Counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

On the following date(s) to wit:

January 17, 2019
January 23, 2019

Kevin Yang
Legal Notice Clerk

On this January 23, 2019, I certify that the attached document is a true and exact copy made by publisher.

Kazoua Yang 11/9/22
Notary Public, State of Wisconsin, County of Brown

KAZOUA YANG
NOTARY
PUBLIC
STATE OF WISCONSIN

Ad#: 2210182
P.O.:
# of Affidavits: 0

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
594-19	Photovoltaic Power Systems and Components	3/7/2019	4:00 PM	10/1/2019	9/30/2022
595-19	Job Order Contracting (Gordian ezIQC® for National Cooperative-Missouri)	4/25/2019	4:00 PM	10/1/2019	9/30/2024
596-19	Commercial Washers and Dryers	4/4/2019	4:00 PM	12/1/2019	11/30/2022
597-19	Construction, Road and Bridge, Ditching, Trenching and Other Equipment	4/11/2019	4:00 PM	12/1/2019	11/30/2022
598-19	Food Service Equipment, Supplies and Appliances	4/18/2019	4:00 PM	12/1/2019	11/30/2022
599-19	Refuse Bodies, Trailers and Other Bodies	5/9/2019	4:00 PM	12/1/2019	11/30/2022
600-19	Software as a Service (SaaS) Products and CyberSecurity Assessments and Related Services	5/16/2019	4:00 PM	12/1/2019	11/30/2022
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor	5/23/2019	4:00 PM	12/1/2019	11/30/2022
601-20	Energy Saving Lighting Products	6/27/2019	4:00 PM	4/1/2020	3/31/2023
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019	4:00 PM	4/1/2020	3/31/2023
603-20	Radio Communication and Video Recording Products and Services	8/1/2019	4:00 PM	4/1/2020	3/31/2023
604-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containers	8/8/2019	4:00 PM	4/1/2020	3/31/2023
605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened:

NOTE: Specifications will be available on-line one month prior to due date. Proposal Specifications may be obtained from our web site www.vendor.buyboard.com or from the offices of the Texas Association of School Boards, Cooperative Purchasing Office 12007 Research Blvd., Austin, TX, 78759.
The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

STATE OF TEXAS
COUNTY OF CAMERON

I Jose Andres Carrizales, being duly sworn on his oath states that he is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: JANUARY 17, 2019

Acct: 40021292 TEXAS ASSOCIATION OF SCHOOL BOARDS / PROPOSALS

Ticket: 30114492

JOSE A. CARRIZALES III

Subscribed and sworn to before me on this the 17th day of January 2019.

Notary Public, Cameron County
State of Texas

MARIAELENAGARCIA
Notary Public, State of Texas
Comm. Expires 06-06-2020
ID No. 30689539

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
594-19	Photovoltaic Power Systems and Components	3/7/2019	4:00 PM	10/1/2019	9/30/2022
595-19	Job Order Contracting (Gordian ezIQC® for National Cooperative-Missouri)	4/25/2019	4:00 PM	10/1/2019	9/30/2024
596-19	Commercial Washers and Dryers	4/4/2019	4:00 PM	12/1/2019	11/30/2022
597-19	Construction, Road and Bridge, Ditching, Trenching and Other Equipment	4/11/2019	4:00 PM	12/1/2019	11/30/2022
598-19	Food Service Equipment, Supplies and Appliances	4/18/2019	4:00 PM	12/1/2019	11/30/2022
599-19	Refuse Bodies, Trailers and Other Bodies	5/9/2019	4:00 PM	12/1/2019	11/30/2022
600-19	Software as a Service (SaaS) Products and CyberSecurity Assessments and Related Services	5/16/2019	4:00 PM	12/1/2019	11/30/2022
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor	5/23/2019	4:00 PM	12/1/2019	11/30/2022
601-20	Energy Saving Lighting Products	6/27/2019	4:00 PM	4/1/2020	3/31/2023
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019	4:00 PM	4/1/2020	3/31/2023
603-20	Radio Communication and Video Recording Products and Services	8/1/2019	4:00 PM	4/1/2020	3/31/2023
604-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containers	8/8/2019	4:00 PM	4/1/2020	3/31/2023
605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened:

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BR-30114492

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

STATE OF TEXAS
COUNTY OF CAMERON

I Jose Andres Carrizales, being duly sworn on his oath states that he is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: JANUARY 22, 2019

Acct: 40021292 TEXAS ASSOCIATION OF SCHOOL BOARDS / PROPOSALS

Ticket: 30114492

JOSE A. CARRIZALES III

Subscribed and sworn to before me on this the 24th day of January 2019.

Notary Public, Cameron County
State of Texas

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
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BR-30114492

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

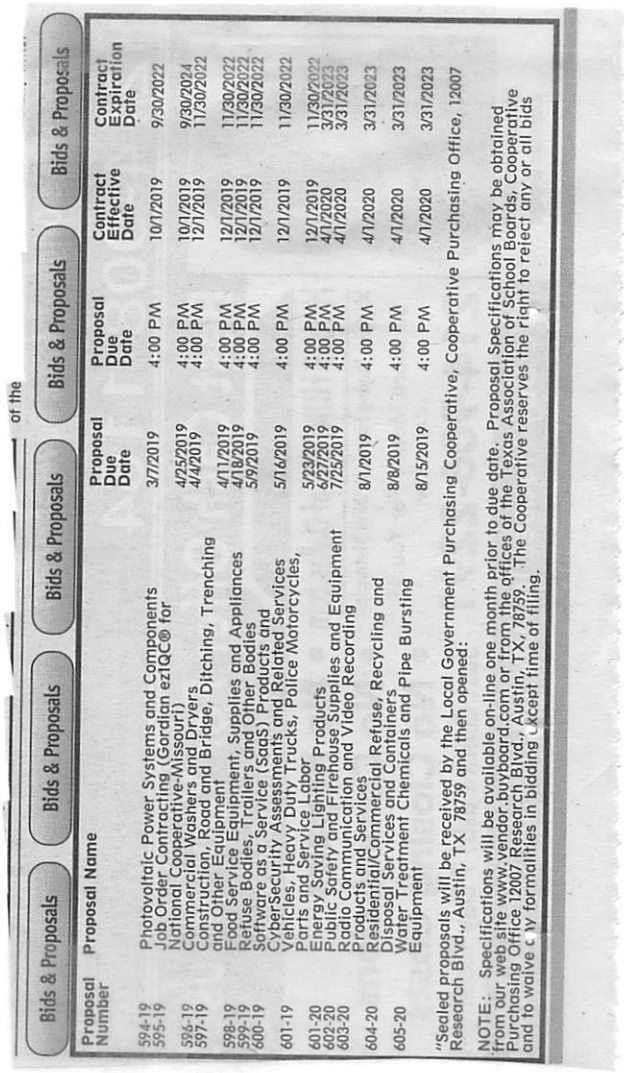
COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Damian Gomez, Advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

Texas Association of School Boards

was published in The Dallas Morning News

January 17, 2019
January 22, 2019



Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals

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		8/15/2019	4:00 PM	4/1/2020	3/31/2023

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(Damian Gomez)

January 23, 2019

(Notary Public)

LYNDA F BLACK
Notary ID #126911001
My Commission Expires
May 27, 2021

El Paso Times

AFFIDAVIT OF PUBLICATION

Ad No.
0001274293

TEXAS ASSOC. OF SCHOOL BOARDS
PO BOX 400

AUSTIN TX 78767

I, being duly sworn say: EL PASO TIMES, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said Counties of El Paso, Otero, Dona Ana and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows 2 DAY(s) to wit

01/17/19, 01/23/19

Legal Clerk

Subscribed and sworn before me this
23th of January 2019.

State of WI, County of Brown
NOTARY PUBLIC

11/9/22
My Commission Expires

KAZOUA YANG
NOTARY PUBLIC
STATE OF WISCONSIN

Ad#:0001274293
P O : 1249350
# of Affidavits :0.00

Proposal Number	Proposal Name	Proposal Due Date
594-19	Photovoltaic Power Systems and Components	3/7/2019
595-19	Job Order Contracting (Gordian ezIQC® for National Cooperative-Mis	4/25/2019
596-19	Commercial Washers and Dryers	4/4/2019
597-19	Construction, Road and Bridge, Ditching, Trenching and Other Equipment	4/11/2019
598-19	Food Service Equipment, Supplies and Appliances	4/18/2019
599-19	Refuse Bodies, Trailers and Other Bodies	5/9/2019
600-19	Software as a Service (SaaS) Products and CyberSecurity Assessments and	5/16/2019
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor	5/23/201
601-20	Energy Saving Lighting Products	6/27/201
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019
603-20	Radio Communication and Video Recording Products and Services	8/1/2019
604-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containe	8/8/2019
605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/201

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NOTE: Specifications will be available on-line one month pr tained from our web site www.vendor.buyboard.com or fr Boards, Cooperative Purchasing Office 12007 Research Blvc right to reject any or all bids and to waive any formalities in b

1/17, 1/24, 2019 (#1274293)

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1/17, 1/24, 2019 (#1274293)

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0000187215 HC004513224
RAN A LEGAL NOTICE
SIZE BEING: 4 x4.25 l (17.00l)

Product	Date	Class	Page
Houston Chronicle	Jan 17 2019	Bids-Proposals	B 4
Houston Chronicle	Jan 22 2019	Bids-Proposals	B 4

Victoria Bond & R Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 22nd Day of January A.D. 2019



Delilah Metzger
Notary Public in and for the State of Texas

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
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AFFP
594-19

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF LUBBOCK } SS

Shoni Wiseman, being duly sworn, says:

That she is Outside Advertising Director of the Lubbock Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on

January 17, 2019, January 23, 2019

That said newspaper was regularly issued and circulated on those dates.

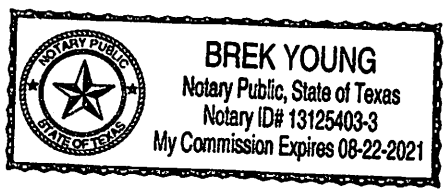
SIGNED:

Outside Advertising Director

Subscribed to and sworn to me this 23rd day of January 2019.

Brek Young, Notary Public, Lubbock County, Texas

My commission expires: August 22, 2021



00000173 16039027 8002115454

Laurie Terry
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

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LB-16039027

Standard-Times
goSanAngelo.com
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
SARA FOLLIN
P O BOX 400
AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **January 23, 2019**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

January 17, 2019
January 23, 2019

Subscribed and sworn to before me on **January 23, 2019**.

Legal Clerk

Notary Public

11/9/22
My commission expires

KAZOUA YANG
NOTARY PUBLIC
STATE OF WISCONSIN

Ad#: 2210341
P.O.:
# of Affidavits: 0

Proposal Number Proposal Name Proposal Due Date Proposal Due Time Contract Effective Date Contract Expiration Date
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HEARST

MEDIA SOLUTIONS

San Antonio Express-News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Lynette Nelson, who after being duly sworn, says that she is the BOOKKEEPER of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS-NEWS, a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID: 703020
Customer Name: Texas Assn Of School Boards
Order ID: 3004832

Publication	Pub Date
EN ROP	17-JAN-19
EN ROP	22-JAN-19

Lynette Nelson

Lynette Nelson
Bookkeeper

Sworn and subscribed to before me, this 22 day of Jan. A.D. 2019

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 3183735

Attach Ad Here

REQUEST FOR PROPOSALS

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605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened:

NOTE: Specifications will be available on-line one month prior to due date. Proposal Specifications may be obtained from our web site www.vendor.buyboard.com or from the offices of the Texas Association of School Boards, Cooperative Purchasing Office 12007 Research Blvd., Austin, TX. 78759. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Times Record News

PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

Texas Association of School Boards

12007 Research Blvd.
AUSTIN, TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

On this **January 23, 2019 AD**, personally appeared before me,the undersigned authority for the Times Publishing Company of Wichita Falls, publishers of the Wichita Falls in Wichita County, Texas, and of general circulation in said county, and upon being duly sworn by me, on oath states that the attached advertisement is a true and correct copy of advertising published in 2 day (2) issues hereof on the following date:

January 17, 2019
January 23, 2019

Legal Clerk

Subscribed and sworn to before on January 23, 2019:

Notary, State of WI, County of Brown

9-1921

My commission expires

VICKY FELTY
NOTARY
PUBLIC
STATE OF WISCONSIN

Ad#: 2210354
P.O.: Proposal Number
# of Affidavits: 0

Proposal Number	Proposal Name	Proposal Due Date	Proposal Due Time	Contract Effective Date	Contract Expiration Date
594-19	Photovoltaic Power Systems and Components	3/7/2019	4:00 PM	10/1/2019	9/30/2022
595-19	Job Order Contracting (Gordian ezIQC® for National Cooperative-Missouri)	4/25/2019	4:00 PM	10/1/2019	9/30/2024
596-19	Commercial Washers and Dryers	4/4/2019	4:00 PM	12/1/2019	11/30/2022
597-19	Construction, Road and Bridge, Ditching, Trenching and Other Equipment	4/11/2019	4:00 PM	12/1/2019	11/30/2022
598-19	Food Service Equipment, Supplies and Appliances	4/18/2019	4:00 PM	12/1/2019	11/30/2022
599-19	Refuse Bodies, Trailers and Other Bodies	5/9/2019	4:00 PM	12/1/2019	11/30/2022
600-19	Software as a Service (SaaS) Products and CyberSecurity Assessments and Related Services	5/16/2019	4:00 PM	12/1/2019	11/30/2022
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor	5/23/2019	4:00 PM	12/1/2019	11/30/2022
601-20	Energy Saving Lighting Products	6/27/2019	4:00 PM	4/1/2020	3/31/2023
602-20	Public Safety and Firehouse Supplies and Equipment	7/25/2019	4:00 PM	4/1/2020	3/31/2023
603-20	Radio Communication and Video Recording Products and Services	8/1/2019	4:00 PM	4/1/2020	3/31/2023
604-20	Residential/Commercial Refuse, Recycling and Disposal Services and Containers	8/8/2019	4:00 PM	4/1/2020	3/31/2023
605-20	Water Treatment Chemicals and Pipe Bursting Equipment	8/15/2019	4:00 PM	4/1/2020	3/31/2023

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 and then opened:

NOTE: Specifications will be available on-line one month prior to due date. Proposal Specifications may be obtained from our web site www.vendor.buyboard.com or from the offices of the Texas Association of School Boards, Cooperative Purchasing Office 12007 Research Blvd., Austin, TX, 78759. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Bid advertisement to run January 17th and 22nd of 2019.
Please send proof to melonie.perry@tasb.org with pricing

Please bill with tear sheet and affidavit to the attention of Melonie Perry, Texas Association of School Boards, 12007 Research Blvd., Austin, TX 78752.

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® Cooperative Purchasing
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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time: August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date: October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Caldwell Country Chevrolet, LLC	August 6, 2019
Name of Proposing Company	Date
P.O. Box 27	
Street Address	Signature of Authorized Company Official
Caldwell, Texas 77836	Averyt Knapp
City, State, Zip	Printed Name of Authorized Company Official
979-567-6116	Fleet Director
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
979-567-0853	14-1856872
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Caldwell Country Chevrolet, LLC

Vendor Proposal/Contract Contact Name: Averyt Knapp

Vendor Proposal/Contract Contact E-mail Address: aknapp@caldwellcountry.com

Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 27
Caldwell, Texas 77836

Company Website: www.caldwellcountrychevrolet.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: aknapp@caldwellcountry.com

Purchase Order Contact: Averyt Knapp Phone: 979-567-6116

Alternate Purchase Order E-mail Address: agattis@caldwellcountry.com

Alternate Purchase Order Contact: Adrienne Gattis Phone: 979-567-6115

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: aknapp@caldwellcountry.com

RFQ Contact: Averyt Knapp Phone: 979-567-6116

Alternate RFQ E-mail Address: agattis@caldwellcountry.com

Alternate RFQ Contact: Adrienne Gattis Phone: 979-567-6115

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 27 **Department:** Fleet Department

City: Caldwell **State:** Texas **Zip Code:** 77836

Contact Name: Adrienne Gattis **Phone:** 979-567-6115

Invoice Fax: 979-567-0853 **Invoice E-mail Address:** agattis@caldwellcountry.com

Alternative Invoice E-mail Address: aknapp@caldwellcountry.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☑ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Averyt Knapp
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 6, 2019

Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: #601-19

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☐Yes ☒ No

7. Are credit card payments acceptable? ☐Yes ☒ No

Caldwell Country Chevrolet
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

None

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

None

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

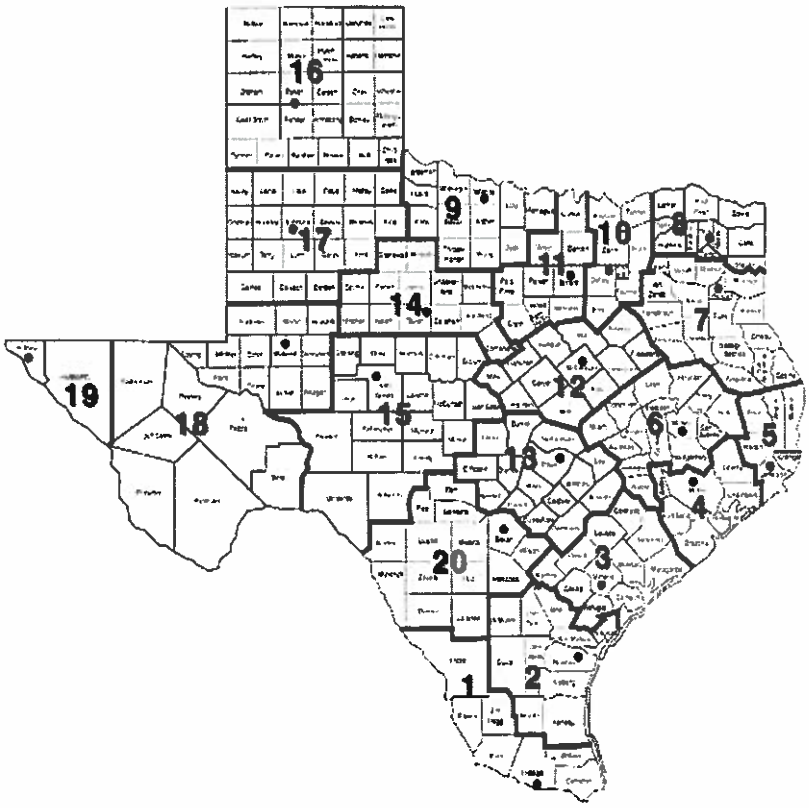
Your Company Name | Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☑ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

☐ Alabama
☐ Alaska
☐ Arizona
☐ Arkansas
☐ California (Public Contract Code 20118 & 20652)
☐ Colorado
☐ Connecticut
☐ Delaware
☐ District of Columbia
☐ Florida
☐ Georgia
☐ Hawaii
☐ Idaho
☐ Illinois
☐ Indiana
☐ Iowa
☐ Kansas
☐ Kentucky
☐ Louisiana
☐ Maine
☐ Maryland
☐ Massachusetts
☐ Michigan
☐ Minnesota
☐ Mississippi
☐ Missouri
☐ Montana
☐ Nebraska
☐ Nevada
☐ New Hampshire
☐ New Jersey
☐ New Mexico
☐ New York
☐ North Carolina
☐ North Dakota
☐ Ohio
☐ Oklahoma
☐ Oregon
☐ Pennsylvania
☐ Rhode Island
☐ South Carolina
☐ South Dakota
☐ Tennessee
☐ Texas
☐ Utah
☐ Vermont
☐ Virginia
☐ Washington
☐ West Virginia
☐ Wisconsin
☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Caldwell Country Chevrolet, LLC	#601-19
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Averyt Knapp
	Printed Name of Authorized Company Official

August 6, 2019
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 19,867,477. (The period of the 12 month period is August 2018 / August 2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	Y	15 Years	070-A1
3. U.S. Communities Purchasing Alliance	N		
4. National IPA/TCPN	N		
5. Houston-Galveston Area Council (HGAC)	Y	12 Years	070-A1
6. National Joint Powers Alliance (NJPA)	N		
7. E&I Cooperative	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	Y	10 Years	070-A1

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5% **Proposed Discount (%):** 5%

Explanation: Offering the same discount

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Harris County	Robbie Rausin	713-755-7567	robbie.rausin@us.hctx.net	0%	150+
2.	City of Houston	Lena Farris	832-393-8729	lena.farris@houstontx.gov	0%	200+
3.	Gregg County	Maxey Cerliano	903-236-8406	maxey.cerliano@co.gregg.tx.us	0%	25+
4.	Texas A&M University	Angel Constancio	979-854-3847	agc@tamu.edu	0%	25+
5.	City of Fort Worth	Don Walker	817-392-5105	donald.walker@fortworthtexas.gov	0%	40+

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to contact each of our cooperative customers via mail, phone, or email to let them know they can purchase multiple vehicles through the BuyBoard Contract for the best possible pricing.

Caldwell country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

August 6, 2019
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Caldwell Country Chevrolet, LLC
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	____
Corporation	____
Limited Liability Company	x
Partnership	____
Other	____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 14-1856872
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CALDWELL AUTOMOTIVE PARTNERS, LLC

2 Business name/disregarded entity name, if different from above

CALDWELL COUNTRY CHEVROLET

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 27

Requester's name and address (optional)

6 City, state, and ZIP code

CALDWELL, TX 77836

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	4	–	1	8	5	6	8	7	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 9/21/2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	AK
2. Termination for Cause or Convenience	YES	AK
3. Equal Employment Opportunity	YES	AK
4. Davis-Bacon Act	YES	AK
5. Contract Work Hours and Safety Standards Act	YES	AK
6. Right to Inventions Made Under a Contract or Agreement	YES	AK
7. Clean Air Act and Federal Water Pollution Control Act	YES	AK
8. Debarment and Suspension	YES	AK
9. Byrd Anti-Lobbying Amendment	YES	AK
10. Procurement of Recovered Materials	YES	AK
11. Profit as a Separate Element of Price	YES	AK
12. General Compliance and Cooperation with Cooperative Members	YES	AK

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Caldwell Country Chevrolet has been in the Government Fleet business since 2004 and been in business to sell vehicles for many years before that. We are currently not involved in a sale or any transaction that would significantly alter our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We currently have a team to manage all of our Municipal contracts. We have over 40 years in Government Fleet experience and have adapted and hired the staff to support all our customers needs. We have dedicated years to building the municipal side of the business and do whatever we can to keep all of our customers happy. As a company, we have been working with the Buyboard for over 20 years.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Caldwell Country Chevrolet delivers over 3500 Chevrolet vehicles to various governmental agencies all over the State and Country. We have the financial capability to preform this contract and the insurance to cover it. We have not had any officers or owners involved in an financial troubles.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Caldwell Country Chevrolet does NOT have any outstanding financial judgements or any defaults on loans.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification)**
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [x] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Required Forms Checklist**
- [x] Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
13	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	**Chevrolet Sonic (1LS 1JU69) Compact Sedan -** Chevrolet Sonic 1LS 1JU69 base model complete with all manufacturer's standard equipment.	$ 12,990.00	CHEVROLET SONIC 1JU69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
14	Chevrolet Spark (1DR48)	Compact Sedan	**Chevrolet Spark (1DR48) Compact Sedan -** Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	$ 10,575.00	CHEVROLET SPARK 1DR48	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
15	Chevrolet Impala LS (1GX69)	Full Size Sedan	**Chevrolet Impala LS (1GX69) Full Size Sedan -** Chevrolet Implala LS base model complete with all manufacturer's standard equipment.	$ 20,275.00	CHEVROLET IMPALA 1GX69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
16	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	**Chevrolet Malibu LS (1ZC69) Mid Size Sedan -** Chevrolet Malibu LS base model complete with all manufacturer's standard equipment.	$ 14,545.00	CHEVROLET MALIBU 1ZC69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
17	Chevrolet Trax (1JU76)	Sport Utility	**Chevrolet Trax (1JU76) Sport Utility -** Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	$ 16,979.00	CHEVROLET TRAX 1JU76	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
18	Chevrolet Traverse (1NB56 FWD)	Sport Utility	**Chevrolet Traverse (1NB56 FWD) Sport Utility -** Chevrolet Traverse 1NB56 base model complete with all manufacturer's standard equipment.	$ 22,745.00	CHEVROLET TRAVERSE 1NB56	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
19	Chevrolet Traverse (1NV56 AWD)	Sport Utility	**Chevrolet Traverse (1NV56 AWD) Sport Utility -** Chevrolet Traverse 1NV56 base model complete with all manufacturer's standard equipment.	$ 24,375.00	CHEVROLET TRAVERSE 1NV56	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
20	Chevrolet Equinox Model LS (1XP26 FWD)	Sport Utility	**Chevrolet Equinox LS (1XP26 FWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ 18,985.00	CHEVROLET EQUINOX 1XP26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
21	Chevrolet Equinox Model LS (1XX26 AWD)	Sport Utility	**Chevrolet Equinox LS (1XX26 AWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ 20,275.00	CHEVROLET EQUINOX 1XX26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
22	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	**Chevrolet Tahoe (CC15706-1FL) Sport Utility -** Chevrolet Tahoe, 2WD, base model complete with all manufacturer's standard equipment.	$ 32,485.00	CHEVROLET TAHOE CC15706	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
23	Chevrolet Suburban (CC15906-1FL)	Sport Utility	**Chevrolet Suburban (CC15906-1FL) Sport Utility -** Chevrolet Suburban, 2WD, 1/2 ton, base model complete with all manufacturer's standard equipment.	$ 36,320.00	CHEVROLET SUBURBAN CC15906	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
24	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	**Chevrolet Colorado Extended Cab (12M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 18,920.00	CHEVROLET COLORADO 12M53	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
25	Chevrolet Silverado 1500 Pickup (CC10903)	Full Size Pickup, 1/2 ton, Regular cab	**Chevrolet Silverado 1500 Full Size (CC10903) Pickup -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 17,475.00	CHEVROLET 1500 CC10903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
26	Chevrolet Silverado 2500HD Pickup (CC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**Chevrolet Silverado 2500HD Full Size (CC20903) Pickup** - 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 21,997.00	CHEVROLET 2500HD CC20903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
27	Chevrolet Silverado 3500HD Pickup (CC30903)	Full Size Pickup, 1 ton, Regular Cab	**Chevrolet Silverado 3500HD Full Size (CC30903) Pickup** - 1 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 23,175.00	CHEVROLET 3500HD CC30903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
28	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	**Chevrolet Colorado Chassis Extended Cab (12M53)** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 18,440.00	CHEVROLET COLORADO CHASSIS CAB 12M53	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
29	Chevrolet Silverado 3500HD Chassis Cab (CC31003)	Chassis Cab	**Chevrolet Silverado 3500HD Chassis Cab (CC31003)** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.	$ 22,575.00	CHEVROLET 3500HD CHASSIS CAB CC31003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
30	Chevrolet Express Cutaway (CG33503)	Cutaway Van	**Chevrolet Express (CG33503) Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.	$ 17,975.00	CHEVROLET EXPRESS CUTAWAY CG33503	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
31	Chevrolet Tahoe Police 9C1 (PPV CC15706)	Law Enforcement	**Chevrolet Tahoe (PPV CC15706) 9C1 Police Package** - 2WD, Police package with all manufacturer's standard equipment.	$ 26,975.00	CHEVROLET TAHOE POLICE PKG CC15706 PPV	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
32	Chevrolet Camaro (1AG37)	Sport Sedan	**Chevrolet Camaro (1AG37) Sport Sedan** - Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	$ 21,945.00	CHEVROLET CAMARO 1AG37	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
33	Chevrolet LCF 3500 12000 GVW (CP11003)	Low Cab Forward	**Chevrolet LCF 3500 12000 GVW (CP11003)** - gasoline engine, base model, complete with all manufacturer's standard equipment.	$ 26,475.00	CHEVROLET 3500 LCF CP11003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
34	Chevrolet LCF 4500 14500 GVW (CP31003)	Low Cab Forward	**Chevrolet LCF 4500 14500 GVW (CP31003)** - gasoline engine, base model complete with all manufacturer's standard equipment.	$ 27,675.00	CHEVROLET 4500 LCF CP31003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
35	Chevrolet LCF 5500HD 17950 GVW (CT51003)	Low Cab Forward	**Chevrolet LCF 5500HD 17950 GVW (CT51003)** - diesel engine, base model complete with all manufacturer's standard equipment.	$ 37,975.00	CHEVROLET 5500HD LCF CT51003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
36	Chevrolet LCF 5500XD 19500 GVW (CT61003)	Low Cab Forward	**Chevrolet LCF 5500XD 19500 GVW (CT61003)** - diesel engine, base model complete with all manufacturer's standard equipment.	$ 38,575.00	CHEVROLET 5500XD LCF CT61003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
37	Chevrolet Express 2500 Cargo Van (CG23405)	Cargo Van	**Chevrolet Express 2500 (CG23405) Full Size Cargo Van** - Chevrolet Express, base model complete with all manufacturer's standard equipment.	$ 18,275.00	CHEVROLET EXPRESS CARGO VAN CG23405	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
38	Chevrolet BOLT 1FB48	Sport Utility	**Chevrolet Bolt EV (1FB48) all electric Sport Utility** - Chevrolet Bolt EV LT base model complete with all manufacturer's standard equipment.	$ 28,975.00	CHEVROLET BOLT 1FB48	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
39	Chevrolet Express 2500 Passenger Van (CG23406)	Passenger Van	**Chevrolet Express 2500 (CG23406) Full Size Passenger Van** - Chevrolet Express base model complete with all manufacturer's standard equipment.	$ 20,875.00	CHEVROLET EXPRESS PASSENGER VAN CG23406	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
40	Chevrolet 4500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 4500** - Medium Duty Chassis Cab, 16,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 35,470.00	CHEVROLET 4500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
41	Chevrolet 5500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 5500-** Medium Duty Chassis Cab 18,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 36,175.00	CHEVROLET 5500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
42	Chevrolet 6500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 6500 -** Medium Duty Chassis Cab, 21,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 39,385.00	CHEVROLET 6500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
43	Chevrolet Blazer (1NH26)	Sport Utility	**Chevrolet Blazer (1NH26) Sport Utility** - Chevrolet Blazer base model complete with all manufacturer's standard equipment.	$ 28,275.00	CHEVROLET BLAZER 1NH26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: GMC Vehicles						
44	GMC Terrain (TLX26)	Sport Utility	**GMC Terrain (TLX26) Sport Utility** - GMC Terrain SLE base model complete with all manufacturer's standard equipment.	$		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
45	GMC Yukon (TC15706)	Sport Utility	**GMC Yukon (TC15706) Sport Utility** - GMC Yukon SLE base model complete with all manufacturer's standard equipment.	$		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
51	Buick Enclave (4NB56) FWD	Sport Utility	**Buick Enclave (4NB56) FWD Sport Utility** - Buick Enclave 1SD base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section IV: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	5 _____%	GENERAL MOTORS / CHEVROLET PRICE SCHEDULE	NONE
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	0 _____%	NONE	NONE
54	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10 _____%	GENERAL MOTORS / CHEVROLET PRICE SCHEDULE	NONE
55	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 _____%	NONE	NONE
56	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	0 _____%	NONE	NONE

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
57	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service** - State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 90. /Hour	NONE	NONE
58	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 90. /Hour	NONE	NONE
59	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles** - State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 2.85 /Mile	NONE	CUSTOMER PICKUP

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").

II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	**Autocar DC64** - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.

   a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
   b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.

3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	**Yamaha FJR1300 P Police Motorcycle** - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

BuyBoard

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	**Freightliner Sprinter C2500** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	**Freightliner Sprinter C3500** - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	**Freightliner Sprinter 3500 C/C** - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	**Freightliner Sprinter P2500 Passenger Van** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTUER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service						
Item No.	**Specified Product or Service**	**Short Description**	**Full Description**	**Hourly Labor Rate and Delivery Fee**	**Detailed Information on Hourly Labor Rate and Delivery Fee**	**Exceptions to Hourly Labor Rate and Delivery Fee**
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service** - State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles** - State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
424	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-HD 14500** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-XD 16000** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	**Isuzu Cabover – FTR 25950** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (Inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
427	Honda	Honda Gold Wing Police Motorcycle	**Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

GENERAL MOTORS FLEET

August 23, 2019

Caldwell Country Chevrolet
Caldwell, TX

RE: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet, Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealers that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

Yuri W. Tello
Manager, Global Fleet & Government Sales Support
General Motors Fleet

Cc: Bob Wheeler

General Motors LLC
100 Renaissance Center
Detroit Michigan 48265
MC 482-A20-D96

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F138205

GENERAL DISTINGUISHING NUMBER:

P118166	Motorcycle
P48408	Motor Vehicle
P118167X	Utility Trailer/Semi-Trailer

Caldwell Country Chevrolet, LLC
Caldwell Country Chevrolet, Jon Hildebrand's Caldwell Country,
PO BOX 27
CALDWELL, TEXAS BURLESON 77836-0027

EXPIRES: 02-28-2021
PHYSICAL LOCATION:
800 STATE HIGHWAY 21 E
CALDWELL, TEXAS BURLESON 77836-4512

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Chevrolet : AA-Passenger Auto, Chevrolet : LT-Light Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

End of Exhibit C

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Caldwell County Chevrolet II LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Kaylee Nelson

Signature of vendor doing business with the governmental entity

3/9/23

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-993005

Date Filed:
03/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CALDWELL COUNTRY CHEVROLET
CALDWELL, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#601-19
Purchase of Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
KNAPP, Averyt	Caldwell, TX United States	X	
SLATER, Ryan	Caldwell, TX United States	X	
HESTER, Zach	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kaybee Nelson, and my date of birth is 06/10/1998.

My address is PO BOX 27 (street), Caldwell (city), TX (state), 77836 (zip code), USA (country).

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

Executed in Burleson County, State of Texas, on the 9 day of March (month), 2023 (year).

Kaybee Nelson
Signature of authorized agent of contracting business entity
(Declarant)

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, June 12, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Juan P. Villarreall, Internal Services Director

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023
Consideration and Action for the Purchase of (1) Landfill Hydro Seeder
 # PHS-104-0723

At the request of Juan P. Villarreal, Internal Services Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BUYBOARD Contract 685-22.** (Exhibit B).

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Romco Equipment Co. is eligible under this procurement for the purchase of (1) Landfill Hydro Seeder for the City of Brownsville Internal Services Department in the amount of **$105,138.70**. (Exhibit A)

1042 SE Loop 410 / San Antonio TX 78220 / 210-648-4600 / Fax: 210-648-1282

Quote No.
Version: 1
Date: 06/23/2023

CITY OF BROWNSVILLE

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

1 FINN T120 Landfill
- 1750 liquid capacity, 1500 working capacity
- 65hp Cummins Turbo Diesel QSF2.8 Tier IV Final
- Operator Platform & Discharge Gune Assembly w/ Guard Rails
- (2) Wide Fan, (2) Narrow Fan, (2) Long Distance
- Trailer mounted
- 20” Hitch Extension
- Foam Filled Tires

SALE PRICE (BuyBoard Contract #685-22) $105,138.70

Price does not include any taxes. The above price is valid for 90 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Chandler Crawford
ROMCO Equipment Co. Sales

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

COOPERATIVE PURCHASE AGREEMENT
 # PHS-104-0723

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Romco Equipment Co. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – Cooperative Agency Contract Solicitation Number Buyboard # 685-22
4. Exhibit C – Original RPF, Bonding, Construction Related Advisory
5. CIQ

Exhibits A, B, C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **one hundred five thousand one hundred thirty-eight dollars with seventy cents ($105,138.70).** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Romco Equipment Co.
Attn: Steve Passmore
Address: 1042 SE Loop 410
Address: San Antonio TX 78220

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

_____

Name:

Title:

VENDOR:

_____

Name:

Title:

"Approved as to Form and Legality
This 13th day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

Exhibit "A"

1042 SE Loop 410 / San Antonio TX 78220 / 210-648-4600 / Fax: 210-648-1282

Quote No.
Version: 1
Date: 06/23/2023

CITY OF BROWNSVILLE

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

1 FINN T120 Landfill
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- 20” Hitch Extension
- Foam Filled Tires

SALE PRICE (BuyBoard Contract #685-22) $105,138.70

Price does not include any taxes. The above price is valid for 90 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Chandler Crawford
ROMCO Equipment Co. Sales

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 12, 2022

Sent Via Email: spassmore@romco.com

Steve Passmore
ROMCO Equipment Co.
8450 Breen Rd
Houston, TX 77064

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 685-22, Construction, Road and Bridge, and Other Related Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2022, through November 30, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 685-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Construction, Road and Bridge, and Other Related Equipment

Proposal Invitation Number: 685-22

Contract Term: December 1, 2022, through November 30, 2023, with two possible one-year renewals.

Proposal Due Date/Opening Date and Time:
June 23, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Anticipated Cooperative Board Meeting Date:
October 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

ROMCO Equipment Co, LLC
Name of Proposing Company

06-22-2022
Date

8450 Breen Drive
Street Address


Signature of Authorized Company Official

Houston, TX 77064
City, State, Zip

Steve Passmore
Printed Name of Authorized Company Official

713-937-3005
Telephone Number of Authorized Company Official

Vice President of Sales
Position or Title of Authorized Company Official

713-937-7541
Fax Number of Authorized Company Official

75-1316474
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: SD

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☑ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: SB

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No **Initial:** SB

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** SD

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: SC

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** SR

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SP

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SL

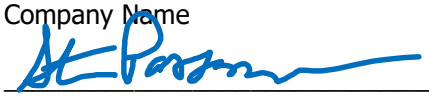
COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

ROMCO Equipment Co, LLC

Company Name



Signature of Authorized Company Official

Steve Passmore, VP of Sales

Printed Name and Title

06-22-2022

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: ROMCO Equipment Co, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-1316474

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

ROMCO Equipment Co, LLC

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ROMCO, INC

2 Business name/disregarded entity name, if different from above
ROMCO Equipment Co., LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1519 W. Belt Line Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Carrollton, Tx 75006

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
7	5	–	1	3	1	6	4	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/5/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $5M. (The period of the 12-month period is 01-2021/12-2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)	Y	via Volvo 5 years	Construction Equipment
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	15 years	Construction Equipment
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Varies by Product **Proposed Discount (%):** Similar or better

Explanation: Please contact me if you need more information on this, it varies by product line and manufacturer.

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Harris County Flood Control	Robin Jones	281-677-7353	Robin.jones@hcfcd.hctx.net	40.6%	1
2.	City of Baytown	David Oyler	281-420-5395	David.oyler@baytown.org	37%	1
3.	Cameron County	Joe Fernandez	956-203-2869	jfernandez@ccdd1.org	37%	1
4.	La Salle County Precinct #3	Erasmo Ramirez	830-202-0478	erasmo.ramirez@co.la-salle.tx.us	31%	1
5.	Angelina County	Chuck Brooks	936-634-8233	cbrooks@angelinacounty.net	34%	1

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

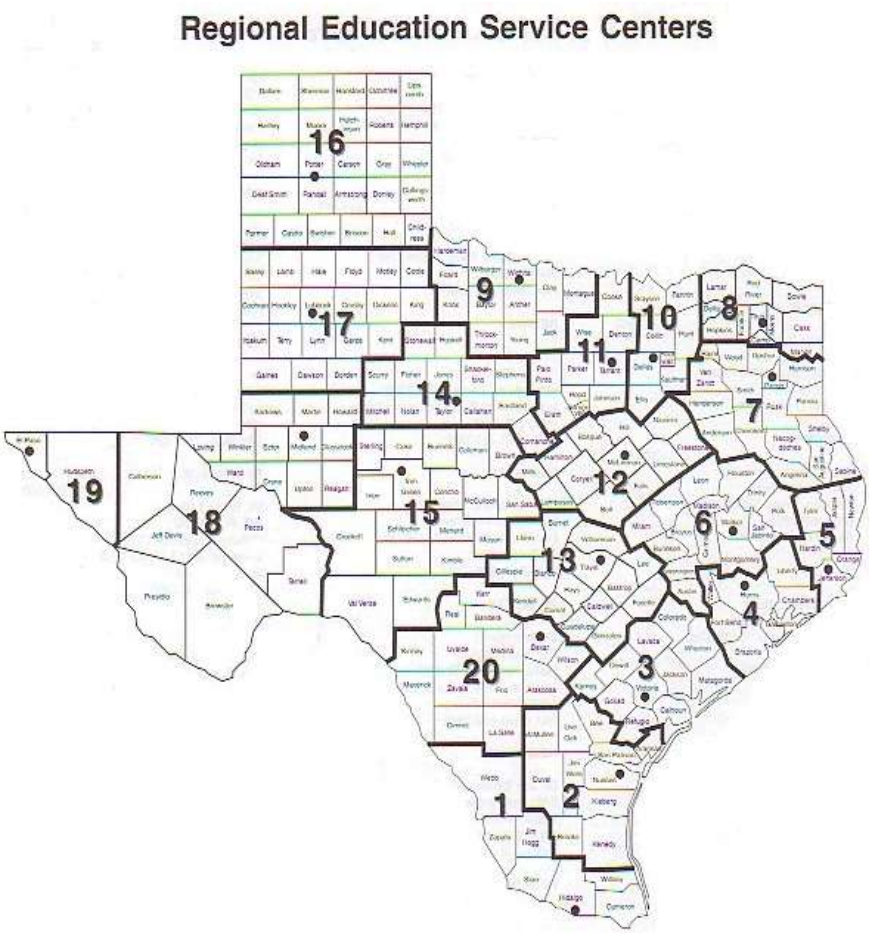
ROMCO Equipment Co, LLC Company Profile

A Texas Tradition since 1961. ROMCO Equipment Co, LLC provides quality construction equipment sales, rentals and outstanding product support across the state with 13 locations. Visit www.romco.com to learn more.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

ROMCO Equipment Co, LLC
Name of Vendor

685-22
Proposal Invitation Number

Signature of Authorized Company Official

Steve Passmore
Printed Name of Authorized Company Official

06-22-2022
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Austin Branch	JP Mclain	1150 West Old Settlers Blvd. Austin, TX 78681 Phone – (512) 388-2529 Fax – (512) 388-1781 mclainjp@gmail.com
Carmine Branch	Jose Longoria	17931 US Hwy 290 Carmine, TX 78932 Phone – (979) 278-3570 Fax – (979) 278-3573 jlongoria@romco.com
Ft Worth Branch	Andrew Bruxvoort	1350 North East Loop 820 Ft Worth, TX 76106 Phone – (817) 626-2288 Fax – (817) 626-8983 abruxvoort@romco.com
Longview Branch	Paul Sullivan	2116 East Loop 281 Longview, TX 75605 Phone – (903) 758-5576 Fax – (903) 758-3079 psullivan@romco.com
San Antonio Branch	Bob Luton	1042 South East Loop 410 San Antonio, TX 78220 Phone – (210) 648-4600 Fax – (210) 648-1282 bluton@romco.com
Corpus Christi Branch	Oscar Escobar	1610 N. Padre Island Dr. Corpus Christi, TX 78408 Phone – (361) 881-4891 oescobar@romco.com
Dallas (Carrollton) Branch	Austin Fitch	1519 W. Belt Line Road Carrollton, TX 75006 Phone – (214) 819-4100 Fax – (214) 819-4131 afitch@romco.com
Houston Branch	Mike Prichard	8450 Breen Road Houston, TX 77064 Phone – (713) 937-3005 Fax – (713) 937-7541 mprichard@romco.com
Rio Grande Valley Branch	Caleb Cavazos	312 Park Street Mercedes, TX 78570 Phone – (956) 565-0100 Fax – (956) 565-1765 ccavazos@romco.com
Midland Branch	Joey Ramirez	1522 S. County Road 1090, Bldg. A Midland, TX 79706 Phone – (432) 234-9409 jramirez@romco.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

ROMCO Equipment Co, LLC has been in business since 1961.

Total years in business are 61.

Former business names include R.O. Mullins CO, ROMCO Equipment CO, LP

As a matter of policy we don't make any comments to pending business transactions.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

ROMCO Equipment Co, LLC has 13 locations across the state to support our product lines with sales, rentals, parts and service. Customers have dedicated Sales Representatives and Product Support Representatives to make sure the correct product is selected for the right application and they get the product support and customer service they deserve.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

ROMCO Equipment Co, LLC has a dedicated Municipal Sales Force who call specifically on municipal entities to promote and sell our contracted products. We attend Governmental Trade Shows and associations. Through these activities we will promote and support the buyboard as allowed by contract terms.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

We have a tremendous financial capability, we don't have any particular rating or financial bonding capacity since we are not contractors.

The answer to the second part of this is "none"

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: N/A

_____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ N/A Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *shall be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Air Compressors (Truck or Trailer Mounted), Accessories and Attachments.**
2. Discount (%) off catalog/pricelist for **Articulated Trucks, Accessories and Attachments.**
3. Discount (%) off catalog/pricelist for **Asphalt Compactors, Accessories and Attachments.**
4. Discount (%) off catalog/pricelist for **Asphalt Cutters, Accessories and Attachments.**
5. Discount (%) off catalog/pricelist for **Asphalt Distributors, Accessories and Attachments.**
6. Discount (%) off catalog/pricelist for **Asphalt Emulsion Tanks, Accessories and Attachments.**
7. Discount (%) off catalog/pricelist for **Asphalt Pavers, Accessories and Attachments.**
8. Discount (%) off catalog/pricelist for **Backhoe/Loaders, Accessories and Attachments.**
9. Discount (%) off catalog/pricelist for **Chip Spreaders, Accessories and Attachments.**
10. Discount (%) off catalog/pricelist for **Cold Planers, Accessories and Attachments.**
11. Discount (%) off catalog/pricelist for **Conveyors, Accessories and Attachments.**
12. Discount (%) off catalog/pricelist for **Curb and Gutter Machines, Accessories and Attachments.**
13. Discount (%) off catalog/pricelist for **Forklifts, Accessories and Attachments.**
14. Discount (%) off catalog/pricelist for **Generator Equipment and Electrical Systems, Accessories and Attachments.**
15. Discount (%) off catalog/pricelist for **Hydraulic Hammers, Accessories and Attachments.**
16. Discount (%) off catalog/pricelist for **Integrated Tool Carriers, Accessories and Attachments.**
17. Discount (%) off catalog/pricelist for **Jack Hammers, Accessories and Attachments.**
18. Discount (%) off catalog/pricelist for **Knuckle Boom Loaders, Accessories and Attachments.**
19. Discount (%) off catalog/pricelist for **Material Handling Equipment, Accessories and Attachments.**
20. Discount (%) off catalog/pricelist for **Melter Crack Sealers** (Truck or Trailer Mounted)**, Accessories and Attachments.**

21. Discount (%) off catalog/pricelist for **Mini Excavators, Accessories and Attachments.**
22. Discount (%) off catalog/pricelist for **Motor Graders, Accessories and Attachments.**
23. Discount (%) off catalog/pricelist for **Multi Terrain Loaders, Accessories and Attachments.**
24. Discount (%) off catalog/pricelist for **Paving Breakers and Milling Machines, Accessories and Attachments.**
25. Discount (%) off catalog/pricelist for **Pipelaying Equipment, Accessories and Attachments.**
26. Discount (%) off catalog/pricelist for **Pneumatic Compactors and Rollers, Accessories and Attachments.**
27. Discount (%) off catalog/pricelist for **Pothole Patchers** (Trailer or Truck Mounted)**, Accessories and Attachments.**
28. Discount (%) off catalog/pricelist for **Road Broom Equipment, Accessories and Attachments.**
29. Discount (%) off catalog/pricelist for **Road Reclaiming Equipment, Accessories and Attachments.**
30. Discount (%) off catalog/pricelist for **Scrapers, Accessories and Attachments.**
31. Discount (%) off catalog/pricelist for **Skid Steer Loaders, Accessories and Attachments.**
32. Discount (%) off catalog/pricelist for **Soil Stabilizing Equipment, Accessories and Attachments.**
33. Discount (%) off catalog/pricelist for **Telescopic Handlers, Accessories and Attachments.**
34. Discount (%) off catalog/pricelist for **Track Loaders, Accessories and Attachments.**
35. Discount (%) off catalog/pricelist for **Track and Wheel Material Handlers, Accessories and Attachments.**
36. Discount (%) off catalog/pricelist for **Track-Type Tractors and Dozers, Accessories and Attachments.**
37. Discount (%) off catalog/pricelist for **Tracked Excavators, Accessories and Attachments.**
38. Discount (%) off catalog/pricelist for **Trommel Screen Equipment and Compost Turners, Accessories and Attachments.**
39. Discount (%) off catalog/pricelist for **Truck Mounted Excavators, Accessories and Attachments.**
40. Discount (%) off catalog/pricelist for **All Types of Truck Mounted Aerial Lifts, Accessories and Attachments** (telescopic, cable handler, digger/hydraulic derrick, and related aerial lifts).
41. Discount (%) off catalog/pricelist for **Utility Vehicles, Accessories and Attachments.**
42. Discount (%) off catalog/pricelist for **Vibratory Soil Compactors and Rollers, Accessories and Attachments.**
43. Discount (%) off catalog/pricelist for **Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments.**
44. Discount (%) off catalog/pricelist for **Wheel Dozers, Accessories and Attachments.**
45. Discount (%) off catalog/pricelist for **Wheel Excavators, Accessories and Attachments.**
46. Discount (%) off catalog/pricelist for **Wheel Loaders, Accessories and Attachments.**
47. Discount (%) off catalog/pricelist for **Heavy Duty Paint Striping Equipment, Accessories and Attachments.**
48. Discount (%) off catalog/pricelist for **All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments.**
49. Discount (%) off catalog/pricelist for **Repair Parts on All Types of Construction, Road, Bridge, and Other Equipment.**

Section II: Construction, Road, Bridge, and Repair Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

50. Discount (%) off catalog/pricelist for **RENTAL of All Construction, Road, Bridge, Other Equipment, Accessories and Attachments.**

Section III: Construction, Road, Bridge, and Repair Equipment (Pre-Owned/Reconditioned/Retired Rental)**-PURCHASE ONLY**

51. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Construction, Road, Bridge, Other Equipment, Accessories and Attachments.**

Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-PURCHASE ONLY

52. Discount (%) off catalog/pricelist for **Broom Street Sweepers, Accessories and Attachments.**
53. Discount (%) off catalog/pricelist for **Air Street Sweepers, Accessories and Attachments.**
54. Discount (%) off catalog/pricelist for **Regenerative Air Street Sweepers, Accessories and Attachments.**
55. Discount (%) off catalog/pricelist for **Waterless Street Sweepers, Accessories and Attachments.**

56. Discount (%) off catalog/pricelist for **Alternative Fuel Street Sweepers, Accessories and Attachments.**
57. Discount (%) off catalog/pricelist for **All Types of Mounted Sand and Salt Spreading Equipment, Accessories and Attachments** (Pick-Up, Utility, Heavy-Duty, or Tailgate).
58. Discount (%) off catalog/pricelist for **Pre-Wetting Equipment, Accessories and Attachments.**
59. Discount (%) off catalog/pricelist for **Snowplow Equipment, Accessories and Attachments.**
60. Discount (%) off catalog/pricelist for **Deicing Equipment, Accessories and Attachments.**
61. Discount (%) off catalog/pricelist for **All Other Types of Street Sweeper, Sand/Salt Spreading, Snowplows and Deicing Equipment, Accessories and Attachments.**
62. Discount (%) off catalog/pricelist for **Repair Parts on All Types of Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing, and Other Related Equipment, Accessories and Attachments.**

Section V: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

63. Discount (%) off catalog/pricelist for **RENTAL of All Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment, Accessories and Attachments.**

Section VI: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment (Pre-Owned/Reconditioned/Retired Rental)**-PURCHASE ONLY**

64. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment, Accessories and Attachments.**

Section VII: Soil and Road Chemical Polymers

65. Discount (%) off catalog/pricelist for **Chemical Base Polymers and Stabilizer for Soil and Road** (used for soil/road to provide a chemical bond joining particles into formation).

Section VIII: Installation and Repair Service

66. Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) of **Construction, Road and Bridge, Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing and Other Equipment.**
67. **Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road, Bridge and Other Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
68. **Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing and Other Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

ROMCO EQUIPMENT CO. Information

Address: 8450 Breen Rd
Houston, TX 77064
Phone: (713) 937-3005

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

Steve Passmore
Signature

spassmore@romco.com
Email

Submitted at 6/23/2022 02:07:47 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 685-22 Construction, Road and Bridge, and Other Related Equipment

ROMCO Equipment Co, LLC Proposal 685-22 Final.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

ROMCO Price Catalogs.zip

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Company Profile

ROMCO Equipment Co, LLC Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

ROMCO Proposal 685-22 Additional Pricing Detail.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

ROMCO 2022 W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

ROMCO Manufacturers Letters.zip

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Bid Attributes

1 **Federal Identification Number**

Federal Identification Number

75-1316474

2 **HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Steve Passmore

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

spassmore@romco.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

8450 Breen Rd

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Houston

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77064

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

713-876-7860

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.romco.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

spassmore@romco.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Steve Passmore

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-876-7860

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

dfitch@romco.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

David Fitch

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-937-3005

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

spassmore@romco.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Steve Passmore

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-876-7860

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

dfitch@romco.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

David Fitch

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-937-3005

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

ROMCO Equipment Co, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Payables

45 **Invoice Contact Name**

Invoice Contact Name

Jo West

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1519 W Belt Line Rd

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Carrollton

48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) TX
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 75006
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 214-819-4100
51	**Invoice Contact Extension Number** Invoice Contact Extension Number *No response*
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) *No response*
53	**Invoice Contact E-mail Address** Invoice Contact E-mail jwest@romco.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address *No response*
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*
57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 Days

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

ROMCO Equipment Co, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*

93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name ROMCO Equipment Co, LLC
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*

102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*

114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*

126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*

138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Air Compressors (Truck or Trailer Mounted), Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 26%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AtlasCopcoComp06-2022 26%

2 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Articulated Trucks, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoArtics 01-2023 35-42%

3 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Asphalt Compactors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 39%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoAsphaltComp01-2023 39%

4 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Asphalt Cutters, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be

accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Asphalt Distributors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale

and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BearCatAsphDist2022Price 9%

6 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Asphalt Emulsion Tanks, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LeeboyTackTank2022Price 2%

7 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Asphalt Pavers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist

proposed

- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Leeboy Asphalt Paver2022 9%

Alternate 1

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for Asphalt Pavers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LBP Asphalt Paver2022 9%

8 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Backhoe/Loaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Chip Spreaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and

service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BearCatChip Spread2022Price 9%

10 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Cold Planers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RoadHog 2022 13%

11	**Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY** Discount (%) off catalog/pricelist for **Conveyors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. **PROPOSAL NOTE 3:** Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Curb and Gutter Machines, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Forklifts, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Generator Equipment and Electrical Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 28%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be

accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AtlasCopcoMobileGens 2022 28%

Alternate 1

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for Generator Equipment and Electrical Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AtlasCopcoPortGens 2022 5%

15

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hydraulic Hammers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FRDKentHammers2022 25%

16 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Integrated Tool Carriers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed

- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Jack Hammers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Knuckle Boom Loaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale

and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Material Handling Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Melter Crack Sealers** (Truck or Trailer Mounted)**, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist

proposed

- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Mini Excavators, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 39%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoMiniExc01-2023 39%

22 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Motor Graders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LeeboyGrader2022Price 9%

Alternate 1

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for Motor Graders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LBP Motor Grader 2022 9%

23

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Multi Terrain Loaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Paving Breakers and Milling Machines, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and

a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RoadHog 2022 13%

25 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Pipelaying Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 37%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoPipelay01-2023 37%

26

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Pneumatic Compactors and Rollers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 39%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter

from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoPneuCompactor 01-2023 39%

27 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Pothole Patchers** (Trailer or Truck Mounted)**, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Road Broom Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LBP Broom 2022 Price 12%

Alternate 1

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for Road Broom Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LBP3WheelBroom 2022 Price 12%

29

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Road Reclaiming Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter

from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

30 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Scrapers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

31 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Skid Steer Loaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Soil Stabilizing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Telescopic Handlers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

34 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Track Loaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit

the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

35 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Track and Wheel Material Handlers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SMH Atlas 08-2022 Price 2%

36

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Track-Type Tractors and Dozers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

37 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tracked Excavators, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 41%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and

service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoTrackExc01-2023 41-42%

38 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Trommel Screen Equipment and Compost Turners, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

39

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Truck Mounted Excavators, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

40

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Types of Truck Mounted Aerial Lifts, Accessories and Attachments**

(telescopic, cable handler, digger/hydraulic derrick, and related aerial lifts). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

41 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Utility Vehicles, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

42 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Vibratory Soil Compactors and Rollers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 39%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoSoilCompactor 01-2023 39%

43 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Waste Handling Wheel Loaders and Landfill Compactors, Accessories and**

Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 29%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoLandfill Comp 01-2023 29%

44 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wheel Dozers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be

sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

45 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wheel Excavators, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 42%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoWhExc01-2023 42%

46 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wheel Loaders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 39%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and

a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VolvoWLO 01-2023 39-43%

Alternate 1

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SDLG WLO 01-2023 10%

47

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Heavy Duty Paint Striping Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

48 **Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Terramac2022Price 2%

Alternate 1

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AtlasCopcoLightTowers 2022 10%

Alternate 2

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AtlasCopcoSubPumps06-2022 12%

Alternate 3

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 26%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AtlasCopcoSurfPumps2022 26%

Alternate 4

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RoadWidener2022Price 9%

Alternate 5

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FINN Equipment 2022 Price 1%

49

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Repair Parts on All Types of Construction, Road, Bridge, and Other Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

We don't have price list avail

50 **Section II: Construction, Road, Bridge, and Repair Equipment-RENTAL ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

Discount (%) off catalog/pricelist for **RENTAL of All Construction, Road, Bridge, Other Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2022 GPE Rental Rate Card 10%

Alternate 1

Section II: Construction, Road, Bridge, and Repair Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)
Discount (%) off catalog/pricelist for RENTAL of All Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RPS List Rental Rates 2022 10%

Alternate 2

Section II: Construction, Road, Bridge, and Repair Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)
Discount (%) off catalog/pricelist for RENTAL of All Construction, Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2022 Paving Rental Card 10%

51

SectionIII: Construction, Road, Bridge, and Repair Equipment (Pre-Owned/Reconditioned/Retired Rental)-

PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Construction,**

Road, Bridge, Other Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter

from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ROMCO Used Equip 06-2022 5%

52 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Broom Street Sweepers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

53 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Air Street Sweepers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired

Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

54 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Regenerative Air Street Sweepers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

55 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Waterless Street Sweepers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

56 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Alternative Fuel Street Sweepers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired

Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

57 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Types of Mounted Sand and Salt Spreading Equipment, Accessories**

and Attachments (Pick-Up, Utility, Heavy-Duty, or Tailgate)**.**Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

58 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Pre-Wetting Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

59 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Snowplow Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired

Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

60 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Deicing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

61 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Other Types of Street Sweeper, Sand/Salt Spreading, Snowplows and**

Deicing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

62 **Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

PURCHASE ONLY

Discount (%) off catalog/pricelist for **Repair Parts on All Types of Street Sweepers, Sand/Salt Spreading,**

Snowplows, Deicing, and Other Related Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

63 **Section V: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-**

RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

Discount (%) off catalog/pricelist for **RENTAL of All Street Sweepers, Sand/Salt Spreading, Snowplows and**

Deicing Road and Bridge Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

64 **Section VI: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment** (Pre-

Owned/Reconditioned/Retired Rental)**-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the

Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

65

Section VII: Soil and Road Chemical Polymers

Discount (%) off catalog/pricelist for **Chemical Base Polymers and Stabilizers for Soil and Road** (used for soil/road to provide a chemical bond joining particles into formation). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired

Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

66 **Section VIII: Installation and Repair Service**

Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) **of Construction,**

Road and Bridge, Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing and Other Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

67 **Section VIII: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road, Bridge and Other Equipment -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $175.00 Total: $175.00

68 **Section VIII: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing and Other Equipment -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $175.00 Total: $175.00

Response Total: $350.00

June 20, 2022

Buy Board Cooperative Purchasing
12007 Research Blvd
Austin, TX 78759-2439

RE: Atlas Copco Power Technique North America, LLC

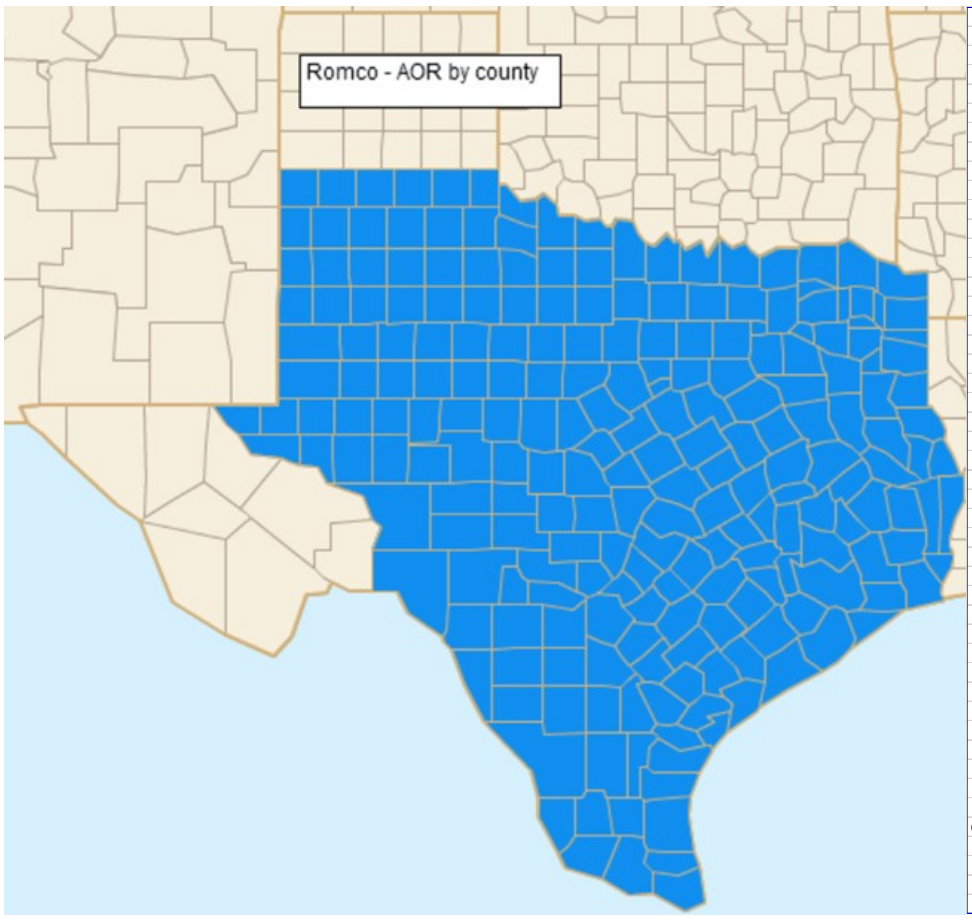
To Whom it May Concern:

Please be advised that ROMCO Equipment Company ("ROMCO") is currently an authorized PTNA (**Power Technique North America, LLC,** a business unit within Atlas Copco Power Technique) dealer, serving the following areas in the state of Texas for our portable air, power and flow products per schedule 1 and 2 below.

SCHEDULE 1 - PRODUCTS, Parts and Consumables

Portable compressors:	All Portable Compressors
Portable generators:	All Portable Generators
Portable Light towers:	All Light towers
Pumps:	All Dewatering and Submersible Pumps
Parts and consumables:	All parts and consumables for Compressors, Boosters, Generators, Light Towers and Pumps (submersible & dewatering)

SCHEDULE 2 -TERRITORY



Anderson County	Crane County	Hidalgo County	Martin County	Sterling County
Andrews County	Crockett County	Hill County	Mason County	Stonewall County
Angelina County	Crosby County	Hockley County	Matagorda County	Sutton County
Aransas County	Dallas County	Hood County	Maverick County	Swisher County
Archer County	Dawson County	Hopkins County	Medina County	Tarrant County
Atascosa County	Delta County	Houston County	Menard County	Taylor County
Austin County	Denton County	Howard County	Midland County	Terry County
Bailey County	DeWitt County	Hunt County	Milam County	Throckmorton County
Bandera County	Dickens County	Irion County	Mills County	Titus County
Bastrop County	Dimmit County	Jack County	Mitchell County	Tom Green County
Baylor County	Duval County	Jackson County	Montague County	Travis County
Bee County	Eastland County	Jasper County	Montgomery County	Trinity County
Bell County	Ector County	Jefferson County	Morris County	Tyler County
Bexar County	Edwards County	Jim Hogg County	Motley County	Upshur County
Blanco County	Ellis County	Jim Wells County	Nacogdoches County	Upton County
Borden County	Erath County	Johnson County	Navarro County	Uvalde County
Bosque County	Falls County	Jones County	Newton County	Val Verde County
Bowie County	Fannin County	Karnes County	Nolan County	Van Zandt County
Brazoria County	Fayette County	Kaufman County	Nueces County	Victoria County
Brazos County	Fisher County	Kendall County	Orange County	Walker County
Briscoe County	Floyd County	Kenedy County	Palo Pinto County	Waller County
Brooks County	Foard County	Kent County	Panola County	Ward County
Brown County	Fort Bend County	Kerr County	Parker County	Washington County
Burleson County	Franklin County	Kimble County	Parmer County	Webb County
Burnet County	Freestone County	King County	Polk County	Wharton County
Caldwell County	Frio County	Kinney County	Rains County	Wichita County
Calhoun County	Gaines County	Kleberg County	Reagan County	Wilbarger County
Callahan County	Galveston County	Knox County	Real County	Willacy County
Cameron County	Garza County	Lamar County	Red River County	Williamson County
Camp County	Gillespie County	Lamb County	Refugio County	Wilson County
Cass County	Glasscock County	Lampasas County	Robertson County	Winkler County
Castro County	Goliad County	La Salle County	Rockwall County	Wise County
Chambers County	Gonzales County	Lavaca County	Runnels County	Wood County
Cherokee County	Grayson County	Lee County	Rusk County	Yoakum County
Childress County	Gregg County	Leon County	Sabine County	Young County
Clay County	Grimes County	Liberty County	San Augustine County	Zapata County
Cochran County	Guadalupe County	Limestone County	San Jacinto County	Zavala County
Coke County	Hale County	Live Oak County	San Patricio County	
Coleman County	Hall County	Llano County	San Saba County	
Collin County	Hamilton County	Loving County	Schleicher County	
Colorado County	Hardeman County	Lubbock County	Scurry County	
Comal County	Hardin County	Lynn County	Shackelford County	
Comanche County	Harris County	McCulloch County	Shelby County	
Concho County	Harrison County	McLennan County	Smith County	
Cooke County	Haskell County	McMullen County	Somervell County	
Coryell County	Hays County	Madison County	Starr County	
Cottle County	Henderson County	Marion County	Stephens County	

Best regards,

Paul Scozzari
Business Development Manager - Air
OEM and Dealer Channel

Mobile: 315-439-7295 -
E-mail: paul.scozzari@atlascopco.com

Atlas Copco
Power Technique North America

1059 Paragon Way
Rock Hill, SC 29730
www.atlascopco.com

BEARCAT MANUFACTURING
AN ETNYRE INTERNATIONAL COMPANY

3650 Sabin Brown Road
Wickenburg, Arizona 85390

Phone: 928-684-7851
Fax: 928-684-3241

June 16th, 2022

Re: ROMCO Equipment Company LLC

To whom it may concern:

This letter is to inform the Texas Cooperative that ROMCO Equipment Company LLC is the sole source supplier of BearCat equipment and parts for the state of Texas for the regions listed below:

-Edinburg
-Corpus Christi
-Victoria
-Houston
-Beaumont
-Huntsville
-Kilgore
-Mount Pleasant
-Wichita Falls
-Richardson
-Fort Worth
-Waco
-Austin
-Abilene
-San Angelo
-Amarillo
-Lubbock
-Midland
-El Paso
-San Antonio

Sincerely,

Timothy R. Krueger
Inside Sales Manager
BearCat Manufacturing

BEARCAT
MANUFACTURING
AN ETNYRE INTERNATIONAL COMPANY

3650 Sabin Brown Road
Wickenburg, Arizona 85390

Phone: 928-684-7851
Fax: 928-684-3241

June 16th, 2022

Re: ROMCO Equipment Company LLC

Subject: Equipment Surcharges

To whom it may concern:

This letter certifies that effective February 15th, 2022, a surcharge of 8% is added to all orders until further notice. If this surcharge changes in the future, we will provide advance notification as far in advance as possible.

Sincerely,

Timothy R. Krueger
Inside Sales Manager
BearCat Manufacturing

Todd Thornicroft
9821 LeSaint Dr.
Fairfield, OH 45014
June 19, 2022

To whom it may concern:

This letter is to confirm that ROMCO Equipment Co. LLC is the sole authorized dealer of Finn equipment in the following Texas regions:

- Region 1 Edinburg
- Region 2 Corpus Christi
- Region 3 Victoria
- Region 4 Houston
- Region 5 Beaumont
- Region 6 Huntsville
- Region 7 Kilgore
- Region 8 Mount Pleasant
- Region 9 Wichita Falls
- Region 10 Richardson
- Region 11 Fort Worth
- Region 12 Waco
- Region 13 Austin
- Region 14 Abilene
- Region 15 San Angelo
- Region 16 Amarillo
- Region 17 Lubbock
- Region 20 San Antonio

If you need further information, please let me know.

Sincerely,



Todd Thornicroft
FINN Corporation
Director of Sales and Marketing
513-642-0142
tthornicroft@finncorp.com

Todd Thornicroft
9821 LeSaint Dr.
Fairfield, OH 45014
June 19, 2022

To whom it may concern:

This letter is to provide clarification around the current pricing policy on FINN Equipment (hydroseeders, straw blowers, material blowers, ground preparation attachments, etc).

Due to current economic volatility on the global market, the pricing provided by FINN Corporation may be subject to an inflationary surcharge. This policy began on February 1, 2022 and will remain in place through all of 2022. Finn Corporation is following the U.S. Government's Producer Price Index as its measurement for inflationary surcharges.

The surcharge for any given month is communicated 6 weeks prior to shipment of goods. It will be added to the customer invoice in the month that the unit(s) are shipped from FINN.

If you need further information, please let me know.

Sincerely,

Todd Thornicroft
FINN Corporation
Director of Sales and Marketing
513-642-0142
tthornicroft@finncorp.com

13 June 2022

SUBJ: Sole Source Provider of LeeBoy and LB Performance Branded Products In The Following Counties of Texas

To Whom It May Concern:

This letter certifies that **ROMCO Equipment Company** is the authorized and exclusive dealer for ST Engineering LeeBoy, Inc. dba LeeBoy, LeeBoy and LB Performance branded products (i.e., equipment, parts, and service) for the following counties in Texas:

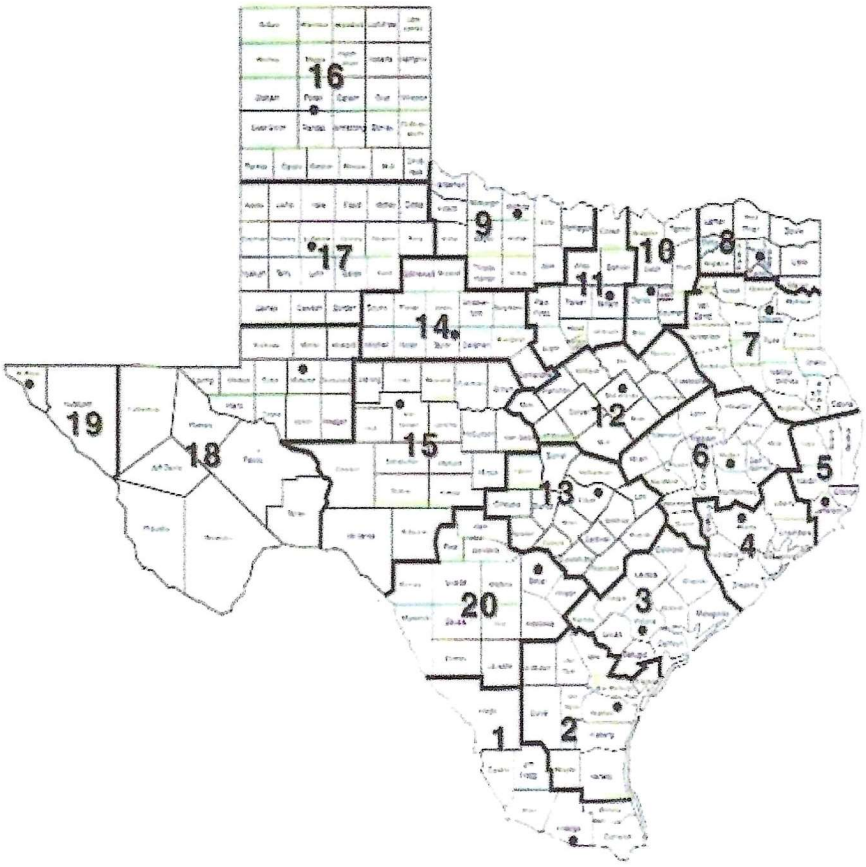
Leeboy Products:

Angelina, Archer, Atascosa, Bandera, Bastrop, Baylor, Bell, Bexar, Blanco, Bosque, Bowie, Brown, Burnet, Caldwell, Callahan, Camp, Cass, Cherokee, Clay, Coleman, Collin, Comal, Comanche, Concho, Cooke, Coryell, Dallas, Delta, Denton, Eastland, Edwards, Ellis, Erath, Falls, Fannin, Fayette, Franklin, Freestone, Frio, Gillespie, Gonzales, Grayson, Gregg, Guadalupe, Hamilton, Harrison, Hays, Henderson, hill, Hood, Hopkins, Hunt, Jack, Johnson, Karnes, Kaufman, Kendall, Kerr, Kimble, Kinney, Lamar, Lampasas, Lee, Limestone, Llano, Marion, Mason, McCulloch, McLennan, Medina, Menard, Milam, Mills, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Parker, Rains, Real, Red River, Rockwall, Rusk, Sabine, San Augustine, San Saba, Shackelford, Shelby, Smith, Somervell, Stephens, Tarrant, Throckmorton, Titus, Travis, Upshur, Uvalde, Val Verde, Van Zandt, Wichita, Wilbarger, Williamson, Wilson, Wise, Wood, Young, Zavala.

LBP Products 2nd pg:

All 20 Regions, including all counties within each region in the State of Texas.

Regional Education Service Centers



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

If we can be of further assistance, please feel free to contact my assistant, Deanna Saunders at 704-966-3371 or by email at deanna.saunders@leeboy.com.

Sincerely,

Brian Bieller

Brian Bieller
President and CEO

BB/ds

ST Engineering

13 June 2022

RE Romco Equipment

SUBJECT: Equipment Surcharge

To Whom It May Concern,

This letter certifies that effective March 1, 2022, a surcharge of 4% is added to all orders until further notice. If this surcharge changes in the future, we will provide advance notification as far in advance as possible.

If you need further assistance, please contact my assistant, Deanna Saunders at 704-966-3371 or email deanna.saunders@leeboy.com.

Sincerely,

Brian Bieller

Brian Bieller
President & CEO

BB/ds

ST Engineering LeeBoy, Inc. dba LeeBoy
500 Lincoln County Pkwy. Ext., Lincolnton, NC 28092
T: (704) 966 3300 F: (704) 483 5802

LeeBoy

13 June 2022

SUBJ: Sole Source Provider of LeeBoy and LB Performance Branded Products In The Following Counties of Texas

To Whom It May Concern:

This letter certifies that **ROMCO Equipment Company** is the authorized and exclusive dealer for ST Engineering LeeBoy, Inc. dba LeeBoy, LeeBoy and LB Performance branded products (i.e., equipment, parts, and service) for the following counties in Texas:

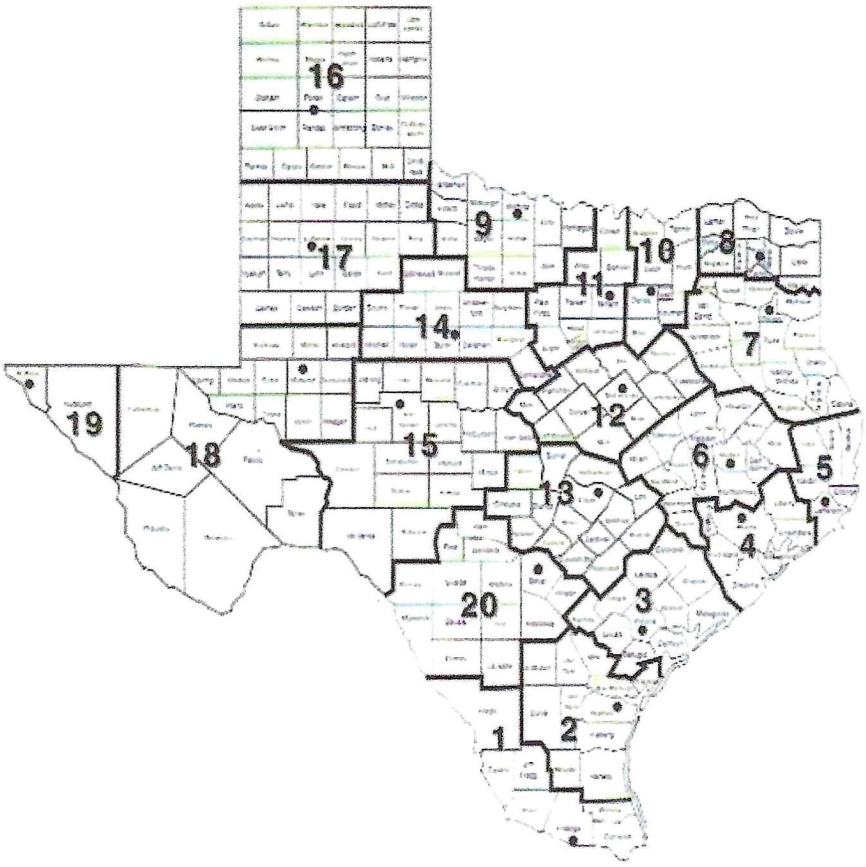
Leeboy Products:

Angelina, Archer, Atascosa, Bandera, Bastrop, Baylor, Bell, Bexar, Blanco, Bosque, Bowie, Brown, Burnet, Caldwell, Callahan, Camp, Cass, Cherokee, Clay, Coleman, Collin, Comal, Comanche, Concho, Cooke, Coryell, Dallas, Delta, Denton, Eastland, Edwards, Ellis, Erath, Falls, Fannin, Fayette, Franklin, Freestone, Frio, Gillespie, Gonzales, Grayson, Gregg, Guadalupe, Hamilton, Harrison, Hays, Henderson, hill, Hood, Hopkins, Hunt, Jack, Johnson, Karnes, Kaufman, Kendall, Kerr, Kimble, Kinney, Lamar, Lampasas, Lee, Limestone, Llano, Marion, Mason, McCulloch, McLennan, Medina, Menard, Milam, Mills, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Parker, Rains, Real, Red River, Rockwall, Rusk, Sabine, San Augustine, San Saba, Shackelford, Shelby, Smith, Somervell, Stephens, Tarrant, Throckmorton, Titus, Travis, Upshur, Uvalde, Val Verde, Van Zandt, Wichita, Wilbarger, Williamson, Wilson, Wise, Wood, Young, Zavala.

LBP Products 2nd pg:

All 20 Regions, including all counties within each region in the State of Texas.

Regional Education Service Centers



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

If we can be of further assistance, please feel free to contact my assistant, Deanna Saunders at 704-966-3371 or by email at deanna.saunders@leeboy.com.

Sincerely,

Brian Bieller

Brian Bieller
President and CEO

BB/ds

ST Engineering

13 June 2022

RE Romco Equipment

SUBJECT: Equipment Surcharge

To Whom It May Concern,

This letter certifies that effective March 1, 2022, a surcharge of 4% is added to all orders until further notice. If this surcharge changes in the future, we will provide advance notification as far in advance as possible.

If you need further assistance, please contact my assistant, Deanna Saunders at 704-966-3371 or email deanna.saunders@leeboy.com.

Sincerely,

Brian Bieller

Brian Bieller
President & CEO

BB/ds

ST Engineering LeeBoy, Inc. dba LeeBoy
500 Lincoln County Pkwy. Ext., Lincolnton, NC 28092
T: (704) 966 3300 F: (704) 483 5802

LeeBoy

June 16, 2022

RE: Sole Source Letter – Road Widener LLC Skid Steer Attachment

This letter is to state that Road Widener LLC. is the sole manufacturer of Road Widener FH, FH-R and Offset Vibratory attachments.

Per attached "Exhibit B", ROMCO Equipment is currently our dealer in the majority of Texas and is the exclusive TxDOT supplier for the state of Texas in its entirety.

Road Widener FH Model, FH-R Model, and Offset Vibe Roller skid steer attachments are, to the best of our knowledge, the only skid steer attachment for the purposes of:

Shouldering, Road Widening, Side Paving, Trench Backfilling,

Asphalt Patching, and Curb Backfilling, Offset Rolling, Offset Compacting.

For questions or comments, please do not hesitate to communicate with Road Widener LLC. via phone or email.

Thank you,

Jack Guebard
Regional Business Manager – Central

Road Widener, LLC
514 Wells St., Suite 1W
Delafield, WI 53018

262.444.7700 Mobile
www.roadwidenerllc.com

"EXHIBIT B"

Territory

Included:
Texas – except for El Paso, Hudspeth, Culberson Counties

Included – the "Exclusive Customer":
TxDOT is exclusively assigned to ROMCO Equipment. This includes quotes, bids, rentals and/or sales throughout all of Texas (including, without limitation, El Paso, Hudspeth and Culberson Counties).

RoadHog, Inc.



MEMORANDUM

DATE: June 16, 2022

TO WHOM IT MAY CONCERN

RE: RoadHog, Inc. Dealer in Texas

Please be advised, ROMCO Equipment, Inc. is the sole Distributorship for RoadHog, Inc. in the State of Texas . Any new RoadHog product can only be purchased from ROMCO Equipment Inc. within the areas listed below.

The territory includes the Region and Headquarters of:

1. Edinburg
2. Corpus Christi
3. Victoria
4. Houston
5. Beaumont
6. Huntsville
7. Kilgore
8. Mount Pleasant
9. Wichita Falls
10. Richardson
11. Fort Worth
12. Waco
13. Austin
14. Abilene
15. San Angelo
16. Amarillo
17. Lubbock
18. Midland
19. El Paso
20. San Antonio

Please feel free to contact me with any further questions or comments you might have.

Regards,

Bill Bethards
VP of Sales
RoadHog, Inc.
877-640-9975 x 101

RoadHog, Inc.

MEMORANDUM

DATE: June 16, 2022

TO WHOM IT MAY CONCERN

RE: RoadHog, Inc. pricing for 2023

Please be advised there will be a 3.5% price increase applied to the current list prices published within the current 2022 RoadHog price pages, effective with orders after January 1, 2023.

Please feel free to contact me with any further questions or comments you might have.

Regards,

Bill Bethards
VP of Sales
RoadHog, Inc.
877-640-9975 x 101

June 23, 2022

REF: Buyboard Proposal 685-22, Construction, Road and Bridge and other Related Equipment

To Whom it May Concern,

ROMCO Equipment is the Exclusive Dealer for the entire state of Texas for Atlas GmbH Products including Material Handlers, Rubber Tire Excavators and all attachments.

SMH Group US is the Exclusive National Distributor covering the entire United States for all Atlas GmbH products and via contract has appointed ROMCO Equipment as the distributor.

Please address any questions or concerns to the undersigned.

Regards,

Tom Hickson

Tom Hickson

General Manager

SMH Group-US

5733 Davidson Hwy

Concord, NC 28027

Cell: 980-616-3738

www.smhgroup-us.com

June 13th, 2022

Buy Board Cooperative Purchasing

12007 Research Blvd.

Austin, TX 78759

To Whom It May Concern;

ROMCO Equipment is the authorized Terramac dealer for the regions listed below. In these locations and the surrounding areas, they are authorized to sell all new and used Terramac equipment. Including but not limited to; pre-owned, reconditioned, and rental equipment. They are also a factory trained service provider, and parts distributor for the Terramac product line.

Regions:
1,2,3,4,5,6,13, and 20

Regards,

Chris Keys
Sales Manager – Central Region
479-477-0110 | ckeys@terramac.com

VOLVO

June 14, 2022
(717) 300-6075

Buy Board Cooperative Purchasing
12007 Research Boulevard
Austin, TX 78759-2439

RE: Volvo Construction Equipment North America, LLC ("Volvo CE")

To Whom it May Concern:

Please be advised that ROMCO Equipment Co., LLC ("ROMCO") is currently the authorized Volvo Dealer serving in the following areas according to the Texas Regional Service Designation Map for full line Volvo CE products encompassing General Production Equipment, Road Equipment, Compact Equipment, Volvo Rigid Haulers and Compact Emob:

- Region 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13 and 20;
- Region 9 excluding Hardeman, Foard, Knox, Scurry, Haskell, Mitchell, Fisher, Nolan, Taylor and Jones Counties;
- Region 14 excluding Stonewall, Scurry, Fisher, Haskell, Jones, Taylor and Nolan Counties; and
- Region 15 excluding Sterling, Coke, Runnels, Irion, Tom Green, Concho, Menard, Kimble, Sutton, Schleicher and Crockett Counties.

Parts and service for Volvo CE products are available through ROMCO. Please recognize ROMCO as the authorized source for parts, service and attachments.

Sincerely,

Lisa C. Slocum
Manager, Legal Department
Volvo Construction Equipment North America, LLC

We appreciate the opportunity to provide this proposal and felt necessary to include this additional detail to clarify pricing as we have some discounts that vary by product model for certain categories as well as price surcharges that are in effect due to current inflation.

Section I

Item 2, Articulated Haulers, discounts vary by model:

Model	1/2023 Base List Price	Jan 2023 % Discount off List
A25G	$ 583,916.00	42%
A30G	$ 690,248.00	42%
A35G	$ 932,059.00	42%
A40G	$ 976,762.00	42%
A45G	$ 1,030,599.00	42%
A45GFS	$ 1,065,599.00	42%
A60H	$ 1,302,732.00	35%

Item 5, Asphalt Distributors:
Discount is noted from List price, but does not include current price surcharge, which is currently 8% above list price as noted in the letter named “BearCat Price Surcharge Letter”.

Item 6, Asphalt Emulsion Tanks:
Discount is noted from List price, but does not include current price surcharge, which is currently 4% above list price as noted in the letter named “Leeboy Price Surcharge Letter”.

Item 7, Asphalt Pavers: We bid two manufacturers of pavers we provide, they aren’t alternates both offer different size options.
Leeboy: Discount is noted from List price, but does not include current price surcharge, which is currently 4% above list price as noted in the letter named “Leeboy Price Surcharge Letter”.

LBP: Discount is noted from List price, but does not include current price surcharge, which is currently 4% above list price as noted in the letter named “LBP Price Surcharge Letter”.

Item 9, Chip Spreaders:
Discount is noted from List price, but does not include current price surcharge, which is currently 8% above list price as noted in the letter named “BearCat Price Surcharge Letter”.

Item 10, Cold Planers, Accessories and Attachments:
Discount is noted from List price, but does not include current price surcharge, which is currently 3.5% above list price as noted in the letter named “RoadHog Price Surcharge Letter”.

Item 14, Generators:
We provided discounts on two product lines from Atlas Copco. They aren't alternates, both are separate size options.

Item 22, Motor Graders: We bid two manufacturers of motor graders we provide, they aren't alternates both offer different size options.
Leeboy: Discount is noted from List price, but does not include current price surcharge, which is currently 4% above list price as noted in the letter named "Leeboy Price Surcharge Letter".

LBP: Discount is noted from List price, but does not include current price surcharge, which is currently 4% above list price as noted in the letter named "LBP Price Surcharge Letter".

Item 24, Milling Machine, Accessories and Attachments:
Discount is noted from List price, but does not include current price surcharge, which is currently 3.5% above list price as noted in the letter named "RoadHog Price Surcharge Letter".

Item 28, Road Broom Equipment: We provided discounts on two product lines from LB Performance. They aren't alternates, both are separate size options.

LBP: Discount is noted from List price, but does not include current price surcharge, which is currently 4% above list price as noted in the letter named "LBP Price Surcharge Letter".

Item 37, Tracked Excavators, discounts vary by model:

Model	1/2023 Base List Price	Jan 2023 % Discount off List
EC140EL	$ 191,446.00	41%
EC160EL	$ 225,576.00	41%
EC200EL	$ 237,769.00	42%
EC220EL	$ 254,972.00	42%
EC220ELR	$ 252,135.00	42%
EC250EL	$ 304,162.00	42%
EC250ELR	$ 294,817.00	42%
EC300EL	$ 349,233.00	42%
EC300ELR	$ 346,794.00	42%
EC350EL	$ 418,714.00	42%
EC380EL	$ 432,824.00	42%
EC380ELR	$ 436,627.00	42%
EC380EHR	$ 837,420.00	42%
EC480EL	$ 617,204.00	42%
EC480ELR	$ 622,851.00	42%
EC480EHR	$ 1,108,818.00	42%
EC530EL	$ 671,600.00	42%
EC550EL	$ 695,169.00	42%
EC750EL	$ 979,166.00	42%
EC750EHR	$ 1,691,639.00	42%
ECR145EL	$ 215,270.00	41%
ECR235EL	$ 290,419.00	42%
ECR355EL	$ 404,428.00	42%

Item 46, Wheel Loaders, discounts vary by model for Volvo Product:

Model	1/2023 Base List Price	Jan 2023 % Discount off List
L20HS	$ 88,798.00	39%
L25HS	$ 96,743.00	39%
L30GS	$ 112,165.00	39%
L35GS	$ 127,693.00	39%
L45H	$ 171,911.00	39%
L50H	$ 181,555.00	39%
L45HS	$ 189,167.00	39%
L50HS	$ 199,782.00	39%
L60H_Ch1	$ 223,213.00	43%
L60H	$ 223,213.00	43%
L70H_Ch1	$ 258,236.00	43%
L70H	$ 258,236.00	43%
L90H_Ch1	$ 299,232.00	43%
L90H	$ 299,232.00	43%
L110H_Ch1	$ 387,373.00	42%
L110H	$ 387,373.00	42%
L120H_Ch1	$ 412,333.00	42%
L120H	$ 412,333.00	42%
L150H	$ 583,139.00	42%
L180H	$ 612,914.00	42%
L180HHL	$ 892,008.00	42%
L220H	$ 724,894.00	42%
L260H	$ 803,442.00	42%
L350H	$ 1,186,331.00	42%

We also bid the SDLG wheel loaders as an additional offering, not an alternate. This is a manufacturer provided by Volvo Construction Equipment.

Item 48: All other Construction, Road, Bridge and Repair Equipment
These items are not alternates, they are all different types of equipment.

Note that the pricing for FINN products is subject to inflationary surcharge with 6 weeks notice that will be added to the list price. This is detailed in manufacturer letter named “FINN Price Surcharge Letter”.

Item 50: RENTAL ONLY
These items are not alternates, they are all different types of equipment and their associated rental rate cards.

12007 Research Boulevard ▪ Austin, Texas 78759-2439 ▪ PH: 800-695-2919 ▪ buyboard.com

Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 685-22 for Construction, Road and Bridge, and Other Related Equipment must be received on or before 4:00 PM June 23, 2022,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 685-22
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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.

- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.

- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.

- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.

- The page will open to the list of "Available Bids."

- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.

- ***Review and follow all instructions on the webpage.***

- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 685-22 – Construction, Road and Bridge, and Other Related Equipment

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Construction, Road and Bridge, and Other Related Equipment that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and an hourly not-to-exceed rate for labor for installation and repair. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from December 1, 2022, through November 30, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $88,339,450; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold.

"Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer-authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery.

Equipment listed as **"Pre-Owned/Reconditioned/Retired Rental"** shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Construction, Road and Bridge, and Other Related Equipment

Proposal Invitation Number: 685-22

Contract Term: December 1, 2022, through November 30, 2023, with two possible one-year renewals.

Proposal Due Date/Opening Date and Time:
June 23, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Anticipated Cooperative Board Meeting Date:
October 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No **Initial: _____**

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial: _____**

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

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

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

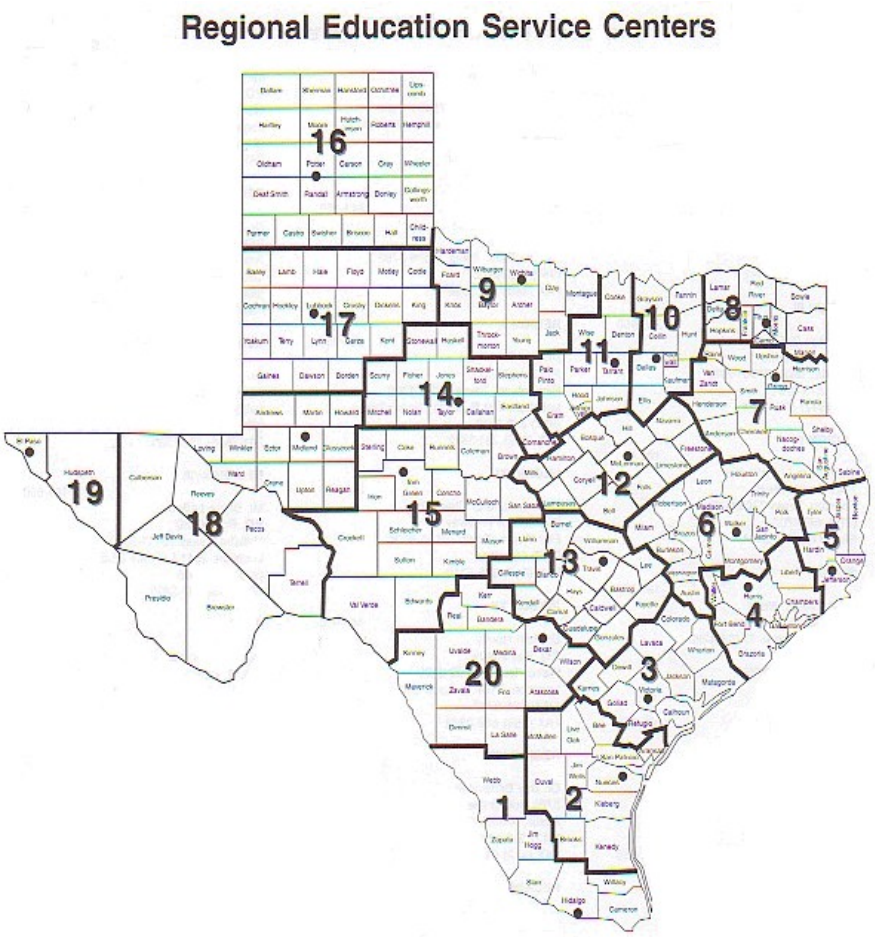
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: New Construction, Road, Bridge and Repair Equipment-PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Air Compressors (Truck or Trailer Mounted), Accessories and Attachments.**
2. Discount (%) off catalog/pricelist for **Articulated Trucks, Accessories and Attachments.**
3. Discount (%) off catalog/pricelist for **Asphalt Compactors, Accessories and Attachments.**
4. Discount (%) off catalog/pricelist for **Asphalt Cutters, Accessories and Attachments.**
5. Discount (%) off catalog/pricelist for **Asphalt Distributors, Accessories and Attachments.**
6. Discount (%) off catalog/pricelist for **Asphalt Emulsion Tanks, Accessories and Attachments.**
7. Discount (%) off catalog/pricelist for **Asphalt Pavers, Accessories and Attachments.**
8. Discount (%) off catalog/pricelist for **Backhoe/Loaders, Accessories and Attachments.**
9. Discount (%) off catalog/pricelist for **Chip Spreaders, Accessories and Attachments.**
10. Discount (%) off catalog/pricelist for **Cold Planers, Accessories and Attachments.**
11. Discount (%) off catalog/pricelist for **Conveyors, Accessories and Attachments.**
12. Discount (%) off catalog/pricelist for **Curb and Gutter Machines, Accessories and Attachments.**
13. Discount (%) off catalog/pricelist for **Forklifts, Accessories and Attachments.**
14. Discount (%) off catalog/pricelist for **Generator Equipment and Electrical Systems, Accessories and Attachments.**
15. Discount (%) off catalog/pricelist for **Hydraulic Hammers, Accessories and Attachments.**
16. Discount (%) off catalog/pricelist for **Integrated Tool Carriers, Accessories and Attachments.**
17. Discount (%) off catalog/pricelist for **Jack Hammers, Accessories and Attachments.**
18. Discount (%) off catalog/pricelist for **Knuckle Boom Loaders, Accessories and Attachments.**
19. Discount (%) off catalog/pricelist for **Material Handling Equipment, Accessories and Attachments.**
20. Discount (%) off catalog/pricelist for **Melter Crack Sealers** (Truck or Trailer Mounted)**, Accessories and Attachments.**

21. Discount (%) off catalog/pricelist for **Mini Excavators, Accessories and Attachments.**
22. Discount (%) off catalog/pricelist for **Motor Graders, Accessories and Attachments.**
23. Discount (%) off catalog/pricelist for **Multi Terrain Loaders, Accessories and Attachments.**
24. Discount (%) off catalog/pricelist for **Paving Breakers and Milling Machines, Accessories and Attachments.**
25. Discount (%) off catalog/pricelist for **Pipelaying Equipment, Accessories and Attachments.**
26. Discount (%) off catalog/pricelist for **Pneumatic Compactors and Rollers, Accessories and Attachments.**
27. Discount (%) off catalog/pricelist for **Pothole Patchers** (Trailer or Truck Mounted)**, Accessories and Attachments.**
28. Discount (%) off catalog/pricelist for **Road Broom Equipment, Accessories and Attachments.**
29. Discount (%) off catalog/pricelist for **Road Reclaiming Equipment, Accessories and Attachments.**
30. Discount (%) off catalog/pricelist for **Scrapers, Accessories and Attachments.**
31. Discount (%) off catalog/pricelist for **Skid Steer Loaders, Accessories and Attachments.**
32. Discount (%) off catalog/pricelist for **Soil Stabilizing Equipment, Accessories and Attachments.**
33. Discount (%) off catalog/pricelist for **Telescopic Handlers, Accessories and Attachments.**
34. Discount (%) off catalog/pricelist for **Track Loaders, Accessories and Attachments.**
35. Discount (%) off catalog/pricelist for **Track and Wheel Material Handlers, Accessories and Attachments.**
36. Discount (%) off catalog/pricelist for **Track-Type Tractors and Dozers, Accessories and Attachments.**
37. Discount (%) off catalog/pricelist for **Tracked Excavators, Accessories and Attachments.**
38. Discount (%) off catalog/pricelist for **Trommel Screen Equipment and Compost Turners, Accessories and Attachments.**
39. Discount (%) off catalog/pricelist for **Truck Mounted Excavators, Accessories and Attachments.**
40. Discount (%) off catalog/pricelist for **All Types of Truck Mounted Aerial Lifts, Accessories and Attachments** (telescopic, cable handler, digger/hydraulic derrick, and related aerial lifts).
41. Discount (%) off catalog/pricelist for **Utility Vehicles, Accessories and Attachments.**
42. Discount (%) off catalog/pricelist for **Vibratory Soil Compactors and Rollers, Accessories and Attachments.**
43. Discount (%) off catalog/pricelist for **Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments.**
44. Discount (%) off catalog/pricelist for **Wheel Dozers, Accessories and Attachments.**
45. Discount (%) off catalog/pricelist for **Wheel Excavators, Accessories and Attachments.**
46. Discount (%) off catalog/pricelist for **Wheel Loaders, Accessories and Attachments.**
47. Discount (%) off catalog/pricelist for **Heavy Duty Paint Striping Equipment, Accessories and Attachments.**
48. Discount (%) off catalog/pricelist for **All Other Construction, Road, Bridge, Other Equipment, Accessories and Attachments.**
49. Discount (%) off catalog/pricelist for **Repair Parts on All Types of Construction, Road, Bridge, and Other Equipment.**

Section II: Construction, Road, Bridge, and Repair Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

50. Discount (%) off catalog/pricelist for **RENTAL of All Construction, Road, Bridge, Other Equipment, Accessories and Attachments.**

Section III: Construction, Road, Bridge, and Repair Equipment (Pre-Owned/Reconditioned/Retired Rental)**-PURCHASE ONLY**

51. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Construction, Road, Bridge, Other Equipment, Accessories and Attachments.**

Section IV: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-PURCHASE ONLY

52. Discount (%) off catalog/pricelist for **Broom Street Sweepers, Accessories and Attachments.**
53. Discount (%) off catalog/pricelist for **Air Street Sweepers, Accessories and Attachments.**
54. Discount (%) off catalog/pricelist for **Regenerative Air Street Sweepers, Accessories and Attachments.**
55. Discount (%) off catalog/pricelist for **Waterless Street Sweepers, Accessories and Attachments.**

56. Discount (%) off catalog/pricelist for **Alternative Fuel Street Sweepers, Accessories and Attachments.**
57. Discount (%) off catalog/pricelist for **All Types of Mounted Sand and Salt Spreading Equipment, Accessories and Attachments** (Pick-Up, Utility, Heavy-Duty, or Tailgate).
58. Discount (%) off catalog/pricelist for **Pre-Wetting Equipment, Accessories and Attachments.**
59. Discount (%) off catalog/pricelist for **Snowplow Equipment, Accessories and Attachments.**
60. Discount (%) off catalog/pricelist for **Deicing Equipment, Accessories and Attachments.**
61. Discount (%) off catalog/pricelist for **All Other Types of Street Sweeper, Sand/Salt Spreading, Snowplows and Deicing Equipment, Accessories and Attachments.**
62. Discount (%) off catalog/pricelist for **Repair Parts on All Types of Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing, and Other Related Equipment, Accessories and Attachments.**

Section V: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered.)

63. Discount (%) off catalog/pricelist for **RENTAL of All Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment, Accessories and Attachments.**

Section VI: Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment (Pre-Owned/Reconditioned/Retired Rental)**-PURCHASE ONLY**

64. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Street Sweepers, Sand/Salt Spreading, Snowplows and Deicing Road and Bridge Equipment, Accessories and Attachments.**

Section VII: Soil and Road Chemical Polymers

65. Discount (%) off catalog/pricelist for **Chemical Base Polymers and Stabilizer for Soil and Road** (used for soil/road to provide a chemical bond joining particles into formation).

Section VIII: Installation and Repair Service

66. Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) of **Construction, Road and Bridge, Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing and Other Equipment.**
67. **Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road, Bridge and Other Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
68. **Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand/Salt Spreading, Snowplows, Deicing and Other Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *shall be submitted with the Proposal or the Proposal will not be considered.*

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the

performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,

hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;

10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of Publication

TEXAS ASSOC OF SCHOO L BOARDS
12007 RESEARCH BLVD

AUSTIN, TX 78759

STATE OF WISCONSIN)
))
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reprter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOO L BOARDS

On the following issue(s) dated to wit:

01/19/2022, 01/26/2022

Legal Notice Clerk

On this January 26, 2022, I certify that the attached document is a true and exact copy made by the publisher.:

Notary Public, State of Wisconsin, County of Brown

1-7-25

My Commission Expires

Publication Cost: $850.84
Ad No: 0005089747
Customer No: 1225040
PO #: 5089747
# of Affidavits 1
This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Texas Association of School Boards

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NOTE: Proposal Invitations

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AFFP
Texas Association of School Bo

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Jaime Pipkin, being duly sworn, says:

That she is Multi-Media Account Executive of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

January 19, 2022, January 26, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Multi-Media Account Executive

Subscribed to and sworn to me this 26th day of January 2022.

Kimberly Dawn Megrew, Notary Public, Potter County, Texas

My commission expires: January 09, 2023

Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16119069

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Legal Notices

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BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: January 19, 26, 2022

Acct: 40021292-Texas Asso. Of School Boards

Ticket: 30202702-Request For Proposals

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of February 2022

NOTARY PUBLIC STATE OF TEXAS
SYLVIA A. GONZALEZ
My Notary ID # 126798688
Expires May 19, 2025

Notary Public, Cameron County
State of Texas

Texas Association of School Boards

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AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

TEXAS ASSN OF SCHOOL BOARDS AD# *1815162*
was published in The Dallas Morning News

DATE PUBLISHED
January 19, 2022
January 26, 2022



Mert Tezkol

January 26, 2022

Rebecca E Tezkol

(Notary Public)

Ad Content

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El Paso Times
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005089352

This is not an invoice

TEXAS ASSOCIATION OF SCHOOL BO
12007 RESEARCH BLVD

AUSTIN, TX 78759-2429

I, being duly sworn say: **El Paso Times**, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows DAY(s) to wit

01/19/2022, 01/26/2022

Legal Clerk

Subscribed and sworn before me this January 26, 2022:

State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Texas Association of School Boards
Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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#5089352, El Paso Times, Jan. 19, 26, 2022

Ad # 0005089352
PO #:
# of Affidavits1

This is not an invoice

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0034175946 HOUC004513224
RAN A LEGAL NOTICE
SIZE BEING: 3 x58 L

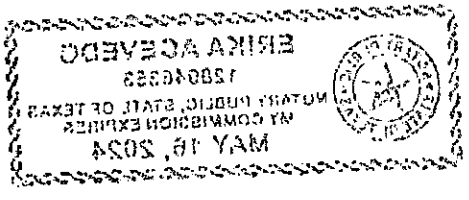
Product	Date	Class	Page
HOU Chronicle	Jan 19 2022	Bids and Proposals	B 4
HOU Chronicle	Jan 26 2022	Bids and Proposals	B 5

Victoria Bond & IR Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 26th Day of January A.D. 2022

NOTARY PUBLIC STATE OF TEXAS
ERIKA ACEVEDO
128948353
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 16, 2024

Erika Acevedo
Notary Public in and for the State of Texas


ERIKA ACEVEDO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 19, 2024

Texas Association of School Boards

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AFFP
Texas Association of School Bo

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Affidavit of Publication

State of Wisconsin
County of Brown

I, said Legal Clerk, being duly sworn, says:

That I am the Legal Clerk of the Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 19, 2022, January 26, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

linda tutt

Legal Clerk

Subscribed to and sworn to me this 26th day of January 2022.

Amy Kokott

Notary Public, State of Wisconsin, County of Brown

My commission expires: 6/30/2025

00008868 16113066

AMY KOKOTT
Notary Public
State of Wisconsin

Texas Association of School Boards

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Texas Association of School Boards

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STATE OF OKLAHOMA, } SS.
COUNTY OF OKLAHOMA

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

TEXAS ASSOCIATION OF SCHOOL BOARDS
84453

AdNumber	Publication	Page	Date
0000683328-01	OC- The Oklahoman	B11	02/02/2022
0000683328-01	OC- The Oklahoman	B14	02/09/2022

Agent: Bryan Miller Date: 02/09/2022

Subscribed and sworn to be me before this date : 02/09/2022

Notary: Terri Roberts Date: 02/09/2022

TERRI ROBERTS NOTARY # 20014726 EXP. 12/04/24 PUBLIC STATE OF OKLAHOMA

The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

The Oregonian
LEGAL AFFIDAVIT

AD#: 0010218716

State of Oregon,) ss
County of Multnomah)

Kate O'Neill being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Oregonian 01/19, 01/26/2022

Kate O'Neill

Principal Clerk of the Publisher

OFFICIAL STAMP
KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC-OREGON
COMMISSION NO. 979329
MY COMMISSION EXPIRES SEPTEMBER 24, 2022

Sworn to and subscribed before me this 31th day of January 2022

Kimberlee Wright O'Neill

Notary Public

Texas Association of School Boards

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Standard-Times
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **January 26, 2022**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues there of the issue(s) dated as follows:

01/19/2022, 01/26/2022

Subscribed and sworn to before me on January 26, 2022

Legal Clerk

Notary Public, State of WI, County of Brown

8-25-23
My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Publication Cost: $1,145.62
Ad No: 0005090315
Customer No: 1244504
PO #:
# of Affidavits 1

This is not an invoice

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HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34175867	SAE Express-News	01/19/22
			SAE Express-News	01/26/22

Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 27th **day of** Jan. **A.D.** 2022

Notary public in and for the State of Texas

MARK RAYMOND PORTER
Notary Public, State of Texas
Comm. Expires 10-27-2025
Notary ID 133416864

Texas Association of School Boards

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12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 www.buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services. [i] Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?
BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[ii] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[iii]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[iv] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[v] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[vi]

  - **Independent Testing**. If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[vii]

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

Vendor Contract Information Summary

Vendor	ROMCO EQUIPMENT CO.
Contact	Steve Passmore
Phone	713-876-7860
Email	spassmore@romco.com
Vendor Website	www.romco.com
TIN	75-1316474
Address Line 1	8450 Breen Dr.
Vendor City	Houston
Vendor Zip	77064
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Construction, Road and Bridge, and Other Related Equipment
Contract No.	685-22
Effective	12/01/2022
Expiration	11/30/2025
Accepts RFQs	Yes
Quote Reference Number	685-22

6/12/2023 9:50 AM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received
6/26/2023

Alexandra Guajardo

1 **Name of vendor who has a business relationship with local governmental entity.**

ROMCO EQUIPMENT CO, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6/13/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, June 12, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Juan P. Villarreall, Internal Services Director

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023
Consideration and Action for the Purchase of (1) Forklift Model GP120VX
 # PFB-105-0723

At the request of Juan P. Villarreal, Internal Services Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BUYBOARD Contract 685-22.** (Exhibit B).

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Briggs Equipment Co. is eligible under this procurement for the purchase of (1) Forklift Model GP120VX for the City of Brownsville Internal Services Department in the amount of **$82,873.80**. (Exhibit A)

BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500



MODEL: GP120VX

All trucks shown with optional equipment. Enclosed cab not included. Please refer to quotation specifications.

CUSTOMER DETAILS — BUYBOARD CONTRACT# 685-22

CUSTOMER	BROWNSVILLE ISD		
ADDRESS	1900 E Price Rd Brownsville, Texas 78521		
SHIP-TO ADDRESS	1900 E Price Rd Brownsville, Texas 78521		
CONTACT NAME	Adolfo Perales		
PHONE	SEE DEALER CRM	SHIPPING CUSTOMER	Adolfo Perales
PROPOSED BY	Roman Castilleja	TITLE	Account Manager Yale
CELL	956-227-8176	EMAIL	roman.castilleja@briggsequipment.com
DATE	2023-05-25	QUOTE EXPIRATION	2023-07-13

BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500

Quoted Model: GP120VXAvailable Features

Yale® GP0120VX lift truck: 12,000 lb. capacity, Class V

Proposal Summary

BUYBOARD CONTRACT# 685-22

Included Items	Description	Quantity
Model	**Yale® GP0120VX lift truck: 12,000 lb. capacity, Class V**	1
Construction	Keyswitch Start	
Powertrain	**Kubota 3.8L Diesel (74hp/55kW) DOC Engine -- Tier 4** Brakes - Premium Oil-Cooled Wet Disc Brakes Single Pedal Inch/Brake Arrangement Electronically Controlled Powershift 2-Speed Transmission	
Powertrain Options	High Air Intake Counterweight Rear Exhaust Heavy Duty Anti-Clog Radiator with Combi-Cooler UL Label - Classification Type D	
Powertrain Accessories	System Monitoring	
Mast	**3 Stage Full Free Lift Mast** - Class IV - **185" (4700mm) Maximum Lift Height** - 96" (2414mm) Overall Lowered Height - 56" (1432mm) Free Lift Height without Load Backrest - 235" (5964mm) Overall Extended Height with Load Backrest Mast Tilt - 6° Forward / 5° Back	
Carriages & Attachments	54" (1372mm) Wide - Class IV - Hook Type **Integral Sideshift Carriage** 48" (1220mm) High Load Backrest Extension Carriage Side Thrust Rollers	
Forks	**48" Long** x 2.5" Thick x 6" Wide (1220mm x 60mm x 150mm) - Class IV Hook Type - **Standard Taper Forks**	
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Standard Displacement Hydraulic Pump	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	Drive Tires - 300 x 15 - Pneumatic Shaped Solid (PSS) - Standard Tread Width Steer Tires - 7.00 x 12 - Pneumatic Shaped Solid - Standard Compound	

BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500

Included Items	Description	Quantity
Operator Compartment	91" (2300mm) Overhead Guard - Grid Style	
	Fire Extinguisher - 2.5 lb. Dry Chemical	
	Rear Drive Handle with Horn Button	
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column	
	Steering Wheel with Spinner Knob	
Seat	**Full-Suspension Vinyl Seat**	
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	
Chassis Options	Fully Enclosed Hood and Side Panels - Non-Vented	
Lights & Alarms	**Work Lights - LED Plastic Lens - 2 Front and 1 Rear**	
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)	
	Amber Strobe Light - Ignition Activated	
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	English Literature Pack and Labels	

CURRENT FACTORY LEAD TIME: 68-70 Weeks (subject to change)

BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500

Total Investment

Price GP120VX	$82,873.80	**Qty:** 1	
Quoted Quantity	1	**TOTAL(plus applicable taxes):**	$82,873.80

Proposal By:	Roman Castilleja	**Accepted By:**	
Signature:		**Signature:**	
Date Signed:		**Date Accepted:**	
		PO Number:	

"Approved as to Form and Legality
This 19th day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500

Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMSIED DELIVERY DATE; OR (B) SELLER PROVIDES NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DELIVERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY

GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.

COOPERATIVE PURCHASE AGREEMENT
PFB-105-0723

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Briggs Equipment Co. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Proposal
3. Exhibit B – Cooperative Agency Contract Solicitation Number Buyboard # 685-22
4. Exhibit C – Original RPF, Bonding, Construction Related Advisory
5. CIQ

Exhibits A, B, C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **eighty-two thousand eight hundred seventy-three dollars with eighty cents ($82,873.80).** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Briggs Equipment Co.
Attn: Roman Castilleja
Address: 1213 West Expressway 83
Address: Pharr Texas, 78577

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

Name: Roman C Castilleja

Title: Acct. Manager

"Approved as to Form and Legality
This 19th day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023
"Consideration and Action for the purchase of one crack sealer"

At the Mr. Juan Pablo Villarreal, Internal Services DIrector, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **Sourcewell** #080521-CFC.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Crafco, Inc. is eligible under this procurement for the purchase of one crack sealer in the amount of **$87,660.20** (Exhibit A)

CRAFCO® INC
AN ERGON COMPANY

SOURCEWELL CONTRACT #080521-CFC

BBBQ56436

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 1/20/2023
Expiration Date 6/25/2023

Quote To: Account Code: 924380 **Ship To:** Account Code:

CITY OF BROWNSVILLE - TX

PO BOX 911
BROWNSVILLE, TX 78520
US

Phone:
Fax:
Email:

Project Title: City of Brownsville - SS125DC - Adolfo

Start Date:
Effective Dates: 5/12/2023 TO 6/25/2023
Terms: NET 30
F.O.B.: PPD-ADD FREIGHT

Ship Via: Truck/Common Carrier
Sales Group: SRC- SOURCEWELL
Quoted By: Mike Romano
Sales Office: TX1- Mike Romano

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: CITY OF BROWNSVILLE - TX Quote Number BBBQ56436
Project Title: City of Brownsville - SS125DC - Adolfo Date 01-20-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47400-SRC	SUPERSHOT 125D W/100 CFM COMPRESSOR	EA	1	$80,460.0000	$80,460.0000
	SUGGESTED OPTIONS				
20014-SRC	3" PINTLE HITCH	EA	1	$114.2400	$114.2400
20120-SRC	18" HITCH EXTENSION	EA	1	$524.0000	$524.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	1	$312.0000	$312.0000
24190K-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	1	$288.0000	$288.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	$192.0000	$192.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	$76.0000	$76.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	$58.0000	$116.0000
43549-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	1	$476.0000	$476.0000
48120S-SRC	ENGINE COVER ASSY YANMAR INSULATED	EA	1	$2,664.0000	$2,664.0000
47636N-SRC	SELF RETRACT HOSE REEL (WITH 47453N BRACKET)	EA	1	$837.9600	$837.9600

Customer:	**CITY OF BROWNSVILLE - TX**	Quote Number	BBBQ56436
Project Title:	**City of Brownsville - SS125DC - Adolfo**	Date	01-20-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price

Sales Tax	$0.00
Shipping	$1,600.00
Contract Total	$87,660.2000

COMMENTS:

Free training and 2 year warrenty upon delivery.
FOB Chandler, AZ
For questions or coments please call or email: Mike Romano 210-865-5025 mike.romano@crafco.com

Sourcewell # 080521-CFC

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Crafco, Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – [Proposal, Quote, or Contract];
3. Exhibit B – [Cooperative agency agreement]
4. Conflict of Interest Questionnaire.

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **$87,660.20.** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2)

delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Crafco, Inc.
Attn: Mike Romano
6165 W Detroit St
Chandler, Arizona 85226

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

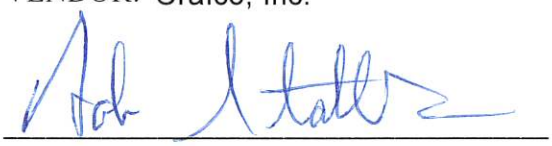
CITY OF BROWNSVILLE:

_____

Name:

Title:

VENDOR: Crafco, Inc.



Name: Bob Stabler

Title: VP of Operations

CRAFCO® INC
AN ERGON® COMPANY

SOURCEWELL CONTRACT #080521-CFC

BBBQ56436

6165 W. Detroit St.
Chandler, AZ 85226
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Project Title: City of Brownsville - SS125DC - Adolfo

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Quote Number BBBQ56436
Date 01-20-23

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We value your business.

Customer: **CITY OF BROWNSVILLE - TX** Quote Number BBBQ56436
Project Title: **City of Brownsville - SS125DC - Adolfo** Date 01-20-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price

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COMMENTS:

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FOB Chandler, AZ
For questions or coments please call or email: Mike Romano 210-865-5025 mike.romano@crafco.com

Sourcewell # 080521-CFC

Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crafco Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: DDA7E4FF-4280-4D61-87C7-B7807C8AC4D3

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/5/2021 | 8:30 PM CDT

Crafco Inc.

DocuSigned by:
By: Tom Kelly
8F822047DF4445B...

N. Thomas Kelly
Title: Vice President Sales and Marketing

Date: 10/5/2021 | 1:20 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 10/5/2021 | 8:46 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	Crafco Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	6165 W Detroit St Chandler, AZ 85226
Contact:	Bryan Darling
Email:	bryan.darling@crafco.com
Phone:	602-276-0406 8041
Fax:	480-961-0513
HST#:	860324978

Submission Details

Created On:	Thursday June 17, 2021 12:41:38
Submitted On:	Monday August 02, 2021 12:48:32
Submitted By:	Angie Hoaglin
Email:	angie.hoaglin@crafco.com
Transaction #:	9c568ab1-33ec-42ae-be15-9e64d1fa6b81
Submitter's IP Address:	174.77.66.50

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Crafco, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Crafco is an authorized distributor for the KM International and Graco products we are offering on this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	6165 W. Detroit St. Chandler, AZ 85226
5	Proposer website address (or addresses):	www.crafco.com www.graco.com www.kminternational.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	N. Thomas Kelly, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, tom.kelly@crafco.com, 602-276-0406
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan Darling, Regional Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Angie Hoaglin, Sales & Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Crafco, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. Crafco is the only manufacturer in the pavement preservation industry that manufactures equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies that best possible equipment and materials for their needs. VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations. MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries. VALUES: EMPOWERED SERVICE- Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers. SELFLESS LEADERSHIP- We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do. PURPOSEFUL GROWTH- Employee growth and company growth go hand in hand. We build our legacy together to ensure future success. RESPECTFUL RELATIONSHIPS- Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values.
10	What are your company's expectations in the event of an award?	In the event of an award, Crafco expects 60-70 units with 1,000,000-1,500,000 pounds of material each year. Per our current Sourcewell contract we have sold 169 units and 1,856,070 pounds of material. Looking to grow by 25%.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached.
12	What is your US market share for the solutions that you are proposing?	70%
13	What is your Canadian market share for the solutions that you are proposing?	30-40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Crafco is an authorized distributor for the KM and Graco products we are offering on this proposal. Company owned Supply Centers strategically located throughout the US to provide service and support for the products we are offering. Crafco covers 50 States with 24 Independent Distributors and 18 Crafco owned Service Centers. Crafco has 4 Regional Managers that manage 29 Territory Sales Mangers across the United States. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. Crafco works with all of their Distributors to provide warranty and general service and repair facilities across the US and Canada.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Crafco holds numerous business licenses and resell licenses for all States and local agencies across the United States and Canada where we manufacturer and distribute directly to customers. We also require our Distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Roads & Bridges' Contractor's Choice Award (7 years in a row) for best equipment in the industry. Top 5 for all advertisers and #1 in the industry in AdStudy conducted by Signet Research Inc. Maintenance Superintendent Association (MSA) has awarded one of Crafco Regional Managers in 2018 with the Stellar Vendor award and in 2020 this award was given to one of Crafco's Territory Managers.	*
19	What percentage of your sales are to the governmental sector in the past three years	55%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell $10,883,750.17 BUYBOARD $627,790.94 HGAC: $251,156.46	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Deschutes County, OR	Randy McCulley	541-322-7125	*
City of Tempe, AZ	Adam Padilla	480-350-8707	*
NYSDOT	Lou Cardinale	845-647-5614	*
Lee County, AL	Patrick Harvill	334-737-7011	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DELDOT	Government	Delaware - DE	Sealant & Equipment	Equipment (3) Sealant (585,000 Lbs.)	$473,554.32	*
SDDOT	Government	South Dakota - SD	Equipment	Equipment (5)	$312,157.04	*
City of Roseville	Government	California - CA	Sealant & Equipment	Equipment (3) Sealant (84,000 Lbs.)	$233,852.77	*
City of Barstow	Government	California - CA	Sealant & Equipment	Equipment (1) Sealant (126,000 Lbs.)	$195,992.42	*
City of Buckeye	Government	Arizona - AZ	Equipment	Equipment (2)	$187,707.22	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	30 Territory Managers in the US (Crafco employees) AL 1 – AK 1 – AZ 3 – AR 1 – CA 4 – CO 1 – CT 2 – DE 1 – FL 1 – GA 1 – HI 1 – ID 1 – IL 2 – IN 2 – IA 1 – KS 1 – KY 1 – LA 1 – ME 2 – MD 1 – MA 2 – MI 1 – MN 1 – MS 1 – MO 2 – MT 1 – NE 1 – NV 1 – NH 2 – NJ 1 – NM 1 – NY 1 – NC 1 – ND 1 – OH 1 – OK 1 – OR 1 – PA 2 – RI 2 – SC 1 – SD 1 – TN 2 – TX 4 – UT 1 – VT 2 – VA 1 – WA 2 – WV 1 – WI 1 – WY 1 1 Territory Manager in Canada (Crafco employee)	*
26	Dealer network or other distribution methods.	21 US Distributors with single State locations average of 2-4 salespeople 3 US Distributors with 2-7 multiple State locations and 5-8 salespeople 4 Canada Distributors single locations average of 2-4 salespeople	*

27	Service force.	CRAFCO SUPPLY CENTERS Anderson, CA 4 Direct Employees Bridgeton, MO 2 Direct Employees Edmond, OK 6 Direct Employees Evansville, IN 5 Direct Employees Farmer's Branch, TX 3 Direct Employees Fontana, CA 3 Direct Employees Lee's Summit, MO 3 Direct Employees Millbury, MA 4 Direct Employees Nashville, TN 5 Direct Employees Nassau, NY 5 Direct Employees Newtown, CT 2 Direct Employees Portland, ME 1 Direct Employee Portland, OR 3 Direct Employees Sacramento, CA 3 Direct Employees San Antonio, TX 5 Direct Employees Tulsa, OK 2 Direct Employees Wichita, KS 3 Direct Employees MANUFACTURING/SERVICE CENTERS 8 PLANTS Allentown, PA 6 Service Center employees (does not include all manufacturing staff) Cheyenne, WY 2 Service Center employees (does not include all manufacturing staff) DeKalb, IL 2 Service Center employees (does not include all manufacturing staff) Chandler, AZ (2) Two strategically located service Centers with 2 Service Center employees (does not include all manufacturing staff) Halls, TN 2 Service Center employees (does not include all manufacturing staff) Naples, TX 2 Service Center employees (does not include all manufacturing staff) Youngstown, OH 2 Service Center employees (does not include all manufacturing staff)
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	DIRECT SALES: Once contacted by the Agency interested on purchasing off of the Sourcewell contract, the Territory Manager in the area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for Crafco. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to Crafco, Inc. along with the approved worksheet and sent to Angie Hoaglin at angie.hoaglin@crafco.com . Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafco quote and PO. Once equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Crafco will invoice the Agency. Once paid, Crafco will pay the Sourcewell fee. DISTRIBUTORS: It will be their responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator for Crafco to be checked, approved and returned with a quote for reference when placing an order. Distributor will submit worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafco quote and PO. Once equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, Crafco will pay the Sourcewell fee. Crafco will ship and invoice the Distributor. Distributor is responsible for invoicing the customer.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within a day of the inquiry from the customer. All sales force is well versed in the Crafco/Graco/ KM International product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine that best suits their needs. Crafco works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Crafco is willing and able to provide equipment, materials and service within all 50 states. 7 sealant manufacturing plants strategically placed across the Country minimize freight cost to the end users. One equipment manufacturing plant in Chandler, Arizona that use a very coordinated shipping plan to move equipment across the country at the most competitive cost possible. Crafco has 24 US Distributors with 30 Territory Managers.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Crafco has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. Crafco currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services. All sales of products into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces. With our current Sourcewell contract we are working with Canadian Armed Forces in Goose Bay.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example: include Sourcewell in literature used by sales representatives when talking with customers every day, include Sourcewell at tradeshows, conducted regionally (102 shows last 3 years) and nationally (18 shows last 3 years) reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the Sourcewell awarded logo will be added within all of these.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Crafco's social media posts focus on our products, financing, promotions and Supply Centers. We also share customers posts that feature Crafco products to help maintain engagement. Facebook has 1,570 followers (+22% over last 18 months) LinkedIn has 1,761 followers (+63% over last 18 months) YouTube has 228 followers (+93% over last 18 months) Over the last year, Crafco has developed and posted Troubleshooting videos to help end users with quick field repairs and service. Launched Instagram July 2021 Crafco runs multiple print ads in a variety of industry publications as well as 1000's digital ads with our email marketing campaigns per year.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	After Crafco's initial launch of its contract in 2017, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing best equipment and sealant solutions. This training is ongoing with webinars and Crafco University in house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members and non-members looking for information on how to use the contract as well as legal questions regarding purchasing equipment and material from the contract.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Crafco does not utilize an e-procurement processing system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational and safety training is standard with each delivery of machine. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafco unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user request. Crafco provides ongoing equipment training seminars as well as web-based training and troubleshooting.	*
40	Describe any technological advances that your proposed products or services offer.	With over 45 years of manufacturing experience, Crafco has been the leader in the pavement preservation equipment with advancements in safety controls with our on-demand pump system that stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned from sealant splashing from the wand. The Pump Lockout system was also developed to keep the operator from trying to pump sealant before it is heated to the proper temperature and causing premature wear on the pump. New engine operation controls are being used to operate and monitor the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up, once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafco melters much more fuel efficient. Crafco's engineering and designs make our crack sealing and patching equipment the safest in the marketplace.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Crafco utilizes Tier 4 engines which meet Emission Standards. Crafco developed the Crack-Vac filter system for cleaning the cracks and joints in asphalt and concrete roadways and parking lots. This system contains particle matter down to ten microns (PM-10) which complies with the strict air quality standards in effect today. Crafco also developed the Dust Control Router which eliminates occupational exposure to respirable crystalline silica and reduces dust by 96% when routing cracks and joint for sealant application. Many Crafco sealants are blended with recycled ground tire rubber, as a company, Crafco utilizes approximately 10 million pounds of recycled tire rubber a year. Crafco's sealant Box packaging contains recycled cardboard and is 100% recyclable. Over the past several years Crafco has patented 2 different boxless packages for sealant that eliminates cardboard boxes and is environmentally friendly with all waste eliminated.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Crafco has been in business since 1976 serving the Pavement Preservation Industry. Crafco has engineers that are members of the ASTM committees that work on sealant specifications for the Country. Crafco is also involved with several sealant test decks across the Country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement assures that Crafco sealants are designed and manufactured to the highest quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafco have testing labs. Every manufacturing lot of material is tested and is certified that the sealants meet the specification it was manufactured to before it is shipped to the end user. This guarantees the products quality. The Crafco equipment plant has a very extensive AQ, QC program, that includes the run up of all pieces of equipment to assure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. All KM and Graco equipment will be received either at a Crafco facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency. Crafco is the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters should work and apply the product in the most efficient way possible.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Warranty covers products and parts. Detailed warranty information specific to each product offered can be found in the attached documents.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty does not cover travel expense.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions are covered.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.	*
51	Describe any service contract options for the items included in your proposal.	N/A We do not offer service contracts.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Crafco warrants that all Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	All Crafco Service Centers and distributors work on a first come, first service basis for equipment service. Exceptions are made when an emergency occurs. Crafco is committed to customer satisfaction. We have a policy of addressing any customer issues within 1 business day.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Net 30 Days -- Credit Card and Wire Transfer.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sourcewell awarded NCL, and other agency preferred financing.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Per our current Sourcewell Contract, attached in the Standard Transactions section is the worksheet and quote which will be used if awarded this Sourcewell Contract.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Crafco accepts P-Card procurement and payment process at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Product Category Discount. Pricing lists are attached with related discounts noted.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Crafco Equipment and Options: 5-20% off list. Crafco Materials: 20% off list. KM International: 10-18% off list. Graco: 15% off list.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	N/A. Not typically offered as most agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When requested for Non-Standard options; these items are sourced through our supply vendor at best price possible.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is an additional charge. Equipment/Sealant may be combined with other equipment/material going to the closest Crafco facility or Distributor. Actual charges are divided between equipment/material. Crafco works closely with our freight company to get the best rate possible.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is an additional charge. Equipment/Sealant may be combined with other equipment/material going to the closest Crafco facility or Distributor. Actual charges are divided between equipment/material. Crafco works closely with our freight company to get the best rate possible.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crafco always works closely with our freight company to get the best delivery methods possible.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Either the direct Territory Manager or Distributor will complete the Sourcewell Worksheet, it will be sent to Crafco corporate office Angie Hoaglin, Contract Administrator, she will verify all pricing is correct, sign worksheet then the approved worksheet is ready to submit to Agency. Once PO is received, we enter in our Quarterly Log where we add all information from PO including fees to be paid to Sourcewell.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Crafco will keep a log of all PO's received from the Sourcewell contract that totals all sales from date of award. This information is tracked monthly and reviewed by Senior Management members at Crafco.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% based on total sales.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Roadway maintenance equipment including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Sealants and Mastics, Pavement Marking Application Machines and Sani-Sprayers, Asphalt Recyclers and Reclaimers.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	(•) Yes ( ) No	KM International	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	(•) Yes ( ) No	Also Crafco Crack Sealants, Mastic and Patching Products.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	( ) Yes (•) No	N/A	*
75	Pavement marking application and removal equipment	(•) Yes ( ) No	Graco.	*
76	Other	(•) Yes ( ) No	Sani-Sprayers.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing.pdf - Thursday July 29, 2021 10:08:55
- Financial Strength and Stability - Crafco 6-30-20.pdf - Thursday July 08, 2021 11:00:31
- Marketing Plan/Samples - Marketing Materials.pdf - Thursday July 08, 2021 12:16:12
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Information.pdf - Wednesday July 28, 2021 08:39:40
- Standard Transaction Document Samples - Transaction Documents.pdf - Wednesday July 28, 2021 08:43:07
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - N.Thomas Kelly, Vice President Sales and Marketing, Crafco, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

End of Exhibit B

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Crafco, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Bob Stabler
VP of Operations

Signature of vendor doing business with the governmental entity

6/22/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action for the purchase of two TYMCO model 600 regenerative air sweepers"

At the Mr. Juan Pablo Villarreal, Internal Services DIrector, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **HGAC** #SW04-20.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: TYMCO, Inc. is eligible under this procurement for the purchase of two TYMCO model 600 regenerative air sweepers in the amount of **$678,890.00** (Exhibit A)

CONTRACT PRICING WORKSHEET

HGACBuy — For MOTOR VEHICLES Only

Contract No.:	SW04-20	Date Prepared:	6/20/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Brownsville, TX	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:		Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:		Email:	kaye.morgan@tymco.com

Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 182,070.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if

Description	Cost	Description	Cost
A.O.D. Washdown System 60004	$ 2,050.00	AWTI Camera/Monitor System - 2 cameras 600008-B	$ 1,100.00
Gutter Broom Tilt Adjuster - Right 600022	$ 850.00	COMDEX Package 600021	$ 4,900.00
Abrasion Protection Package 600036	$ 1,275.00	Hopper Deluge 600043	$ 750.00
Auxiliary Hand Hose w/Hydraulic Boom 600052	$ 5,075.00	High Output Water 600045	$ 850.00
Pick-Up Head Curtain Lifter 600087	$ 1,605.00	Broom Assist Pick-Up Head 600064	$ 5,265.00
Stainless Steel Hopper 600091	$ 23,130.00	Variable Speed Gutter Brooms 600070	$ 775.00
Traffic Directing Light - LED 600823	$ 1,200.00	2023 International 4300-ISB Chassis 600713	$ 99,675.00
		QUOTE GOOD FOR 30 DAYS	
High Capacity Dust Separator is standard on HGAC		DELIVERY SUBJECT TO TRUCK AVAILABILITY	
contract		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 148,500.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Additional Nozzle w/Separate Switch: Hopper	$ 400.00	Dump Switch in Cab	$ 200.00
(2) 12" Parabolic Mirrors	$ 150.00	Stainless Steel Blower Housing	$ 1,500.00
2024 International MV607 Chassis UPGRADE	$ 5,000.00		
		Subtotal C:	$ 7,250.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). — **For this transaction the percentage is:** 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) $ 337,820.00

Quantity Ordered: 2 X **Subtotal of A + B + C:** $ 337,820.00 = **Subtotal D:** $ 675,640.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice (2 units)	$ 3,250.00		
		Subtotal F:	$ 3,250.00

Delivery Date: 240 - 300 Days — **G. Total Purchase Price (D+E+F):** $ 678,890.00



COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between TYMCO, Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – [Proposal, Quote, or Contract];
3. Exhibit B – [Cooperative agency agreement]
4. Conflict of Interest Questionnaire.

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **$678,890.00.** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR: TYMCO, Inc.
Attn: Kenneth J. Young
225 Industrial Blvd Waco,
Texas 76705

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

_____

Name:

Title:

VENDOR:

Kenneth J Young

_ Name: Kenneth J. Young

Title: President

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-20	Date Prepared:	6/20/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Brownsville, TX	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:		Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:		Email:	kaye.morgan@tymco.com

Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper

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Delivery Date:	240 - 300 Days	G. Total Purchase Price (D+E+F):	$ 678,890.00

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - TYMCO, Inc. - Public Services - -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and TYMCO, Inc., hereinafter referred to as the Contractor, having its principal place of business at 225 East Industrial Boulevard, Waco, TX 76705.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of HGAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Apr 01 2020 and ends Mar 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third

party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by HGAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of HGAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment

Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§

6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.

§1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the

Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

TYMCO, Inc. DocuSigned by:

Signature Kenneth Young
768DFD0E2322413...
Signature

Name Kenneth Young

Title President

Date

H-GAC DocuSigned by:

82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit,

or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **HGAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A TYMCO, Inc.

Sweeping Equipment

Contract No. SW04-20

Applicable items are the models listed in the table below, in their factory standard configurations, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Price
SW04-20B48	Tymco	**210-D**: regenerative air sweeper; auxiliary engine: Kubota V2403 diesel (Final Tier IV), 56 hp; hopper: 2.4 cu yds; standard sweep path, max: 98"	$57,000
SW04-20B49	Tymco	**210h**: regenerative air sweeper; *Hdrive* hydraulic power system; single engine-PTO design; *BlueLogic* control system; hopper: 2.4 cu yds; standard sweep path, max: 98"	$48,250
SW04-20B50	Tymco	**435**: mid-sized regenerative air sweeper; auxiliary engine: Kubota V2403 diesel (Final Tier IV), 56 hp; hopper: 4.0 cu yds; water tank: 150 gallons; standard sweep path, max: 130"	$81,000
SW04-20B51	Tymco	**DST-4**: mid-sized regenerative air dustless sweeping technology sweeper; auxiliary engine: Kubota V2403T diesel (Final Tier IV), 56 hp; hopper: 4.0 cu yds; water tank: 76 gallons; standard sweep path, max: 130"	$139,950
SW04-20B52	Tymco	**DST-6**: full size regenerative air dustless sweeping technology sweeper; auxiliary engine: Deere 4045T diesel (Final Tier IV), 99 hp; hopper: 6.0 cu yds; water tank: 220 gallons; standard sweep path, max: 142"	$205,500
SW04-20B53	Tymco	**Model 600**: regenerative air sweeper; auxiliary engine: Deere 4045T diesel (Final Tier IV), 99 hp; hopper: 7.3 cu yds; water tank: 220 gallons; standard sweep path, max: 142"	$138,000
SW04-20B54	Tymco	**Model 500-X**: high side dump regenerative air sweeper; auxiliary engine: Deere 4045T diesel (Final Tier IV), 115 hp; hopper: 5.7 cu yds, stainless steel; water tank: 250 gallons; dump height: 2-11'; standard sweep path, max: 142"	$193,700
SW04-20C05	Tymco	**HSP**: regenerative air high speed performance runway sweeper; auxiliary engine: Deere 4045T diesel (Final Tier 4), 99 hp; hopper: 7.3 cu yds; water tank: 220 gallons; standard sweep path, max: 120"	$142,850

End of Exhibit B

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

TYMCO, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Kaye Morgan

Signature of vendor doing business with the governmental entity

6/28/23

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, July 20, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, August 1, 2023 "Consideration and Action for the purchase of a Freighliner M2106" **PFM-103-0723**

At the Mr. Juan Pablo Villarreal, Internal Services DIrector, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **TIPS** #200802

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Doggett Freightliner of South Texas, LLC. is eligible under this procurement for the purchase of a Freighliner M2106 in the amount of **$211.856.87** (Exhibit A)

CC- Coversheet

FREIGHTLINER

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN
1701 Smith Rd.
Austin, Texas 78721
Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 4/4/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
CITY OF BROWNSVILLE				956-546-4357	
ADDRESS		CITY		STATE	ZIP CODE
1001 E. ELIZABETH ST		BROWNSVILLE		TX	78520
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
	FREIGHTLINER	M2106	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

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Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
	TIPS CONTRACT #200802
CHASSIS BASE MODEL PRICE	$82,719.00
OPTION CONTENT	$18,894.40
HEIL PT1000 13 YD REAR LOADER	$110,243.47

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

PAYOFF TO:		TOTAL	$211,856.87
ADDRESS:		(Trade Allowance)	($.00)
TELEPHONE: FAX:		TRADING DIFFERENCE	$211,856.87
GOOD UNTIL:		SALES TAX	$0.00
QUOTED BY:		DEALER'S INVENTORY TAX	$0.00
SHOW LIEN TO:		LICENSE FEE	$0.00
ADDRESS:	Body Type:	DOCUMENTARY FEE	$0.00
	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$211,856.87
DATED: LIEN AMOUNT $	License:	PAYOFF ON TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		Total Balance Due	$211,856.87

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the govemment, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La Informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Doggett Freightliner of South Texas, LLC. (Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote/Proposal.
3. Exhibit B – Cooperative Agency Contract Solicitation Number TIPS #200802
4. Exhibit C – Original RFP , and Award of Contract.
5. Conflict of Interest Questionnaire.

Exhibits A, B,and C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement by the City shall Not exceed Two Hundred Eleven Thousand Eight Hundred and Fifty-Six Dollars and Eighty Seven Cents ($211,856.87). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

This Agreement shall be for the purchase and delivery of a Freightliner M2106. Notwithstanding the foregoing, the parties understand and acknowledge that the TIPS cooperative contract the City is relying on for cooperative purchase expires on November 30, 2023 at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of five (5) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE

THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Doggett Freightliner of South Texas,
LLC. Attn: Mark Brunnemann
Address: 1701 Smith Rd
Address: Austin, Texas 78721

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

_____

Name:

Title:

VENDOR:

Name: Dustin Smith

Title: Controller

CC- Coversheet

FREIGHTLINER

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN
1701 Smith Rd.
Austin, Texas 78721
Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 4/4/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
CITY OF BROWNSVILLE				956-546-4357	
ADDRESS			CITY	STATE	ZIP CODE
1001 E. ELIZABETH ST			BROWNSVILLE	TX	78520
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
	FREIGHTLINER	M2106	TBD		

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UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
	TIPS CONTRACT #200802
CHASSIS BASE MODEL PRICE	$82,719.00
OPTION CONTENT	$18,894.40
HEIL PT1000 13 YD REAR LOADER	$110,243.47

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

PAYOFF TO:		TOTAL	$211,856.87
ADDRESS:		(Trade Allowance)	($.00)
TELEPHONE: FAX:		TRADING DIFFERENCE	$211,856.87
GOOD UNTIL:		SALES TAX	$0.00
QUOTED BY:		DEALER'S INVENTORY TAX	$0.00
SHOW LIEN TO:		LICENSE FEE	$0.00
ADDRESS:	Body Type:	DOCUMENTARY FEE	$0.00
	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$211,856.87
DATED: LIEN AMOUNT $	License:	PAYOFF ON TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		Total Balance Due	$211,856.87

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the govemment, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La Informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by govemment agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** 07/18/2023

EXHIBIT B

ADDENDUM NO. 1 TO TIPS CONTRACT 200802 Heavy Duty and Medium Duty Trucks and Trailers

The following Contract, and all rights and obligations herein, have been permanently assigned by the originally awarded vendor to the Assignee who is now the legal party to this Contract as documented in the attached, executed Permanent Assignment, signed by authorized signatories for all parties.

The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway North, Pittsburg, Texas 75686

Permanent Assignment of TIPS Contract(s)
This is a Tri-Party Assignment Agreement.

The intent of this form (the "Agreement" or the "Assignment") is for a TIPS contracted vendor ("Assignor") to permanently assign all rights and obligations described under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor named herein. The Assignor retains no rights under the assigned contract(s). This contractual assignment of rights and obligations is exclusive and not rescindable by the Assignor.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties to this assignment at the addresses provided in the signature block herein.

TIPS Contract(s) name and number: 200206 New Buses and other Transportation Vehicles

200802 Heavy Duty and Medium Duty Trucks and Trailers

Assignor (original TIPS contract holder): Austin Truck and Equipment LTD dba Freightliner of Austin

Assignee (company assigned contract): Doggett Freightliner of South Texas, LLC (3 dba's: see W-9)

Effective Date of Assignment(s): 12/13/21

The Assignor permanently assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") as described herein until Assignor's TIPS contract(s) expires by its terms or this Assignment Agreement is terminated as provided therein or herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract(s) and must comply with all applicable federal, state and local law, regulations and rules. It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is

up to 4% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 4% of the total price of any sale under the assigned TIPS contract(s).
If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of proper and agreed compensation by the Assignee.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignee over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: David Fitts

Signature: David Wayne Fitts

Title: Executive Director

Address: 4845 US Hwy 271 North

City, State Pittsburg, Tx

Zip: 75686 Date: 12-14-2021

Name of Assignor Company: Austin Truck and Equipment, LTD dba Freightliner of Austin

Printed Name of Authorized Signatory: Carlton Hempel

Signature:

Title: Vice President

Address: 1701 Smith Rd

City, State Austin TX

Zip: 78721 Date: 12-7-21

Name of Assignee Company: Doggett Freightliner of South Texas, LLC

Printed Name of Authorized Signatory: William Leslie Doggett

Signature:

Title: President

Address: 9111 North Fwy

City, State Houston Texas

Zip: 77037 Date: 12/13/21

EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW

Exhibit "A" includes:

1. Assignor's TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

3. Assignor's response to the TIPS Request for Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Vendor Agreement:
https://www.tips-usa.com/assets/Vendorspdf/200206_New_Buses_other_Transportation_Vehicles_Contract_Freightliner_of_Austin.pdf

https://www.tips-usa.com/assets/Vendorspdf/200802_Heavy_Duty_Truck_Trailer_FRIGHTLINER_of_Austin.pdf

TIPS Request for Competitive Sealed Proposal:
https://www.tips-usa.com/assets/Commoditypdf/200206%20RFP%20Specifications.pdf

https://www.tips-usa.com/assets/Commoditypdf/200802%20RFP%20Specifications.pdf

Assignor's Response to the TIPS Request for Competitive Sealed Proposal:
https://www.tips-usa.com/assets/Vendorspdf/200206_New_Buses_other_Transportation_Vehicles_Contract_Freightliner_of_Austin.pdf

https://www.tips-usa.com/assets/Vendorspdf/200802_Heavy_Duty_Truck_Trailer_FRIGHTLINER_of_Austin.pdf

It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. If all of the foregoing confidential/pricing documents or those documents named in Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

TIPS VENDOR AGREEMENT

Between Freightliner Western Star of Austin **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200802 Heavy Duty and Medium Duty Trucks and Trailers

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all

Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of

any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses
Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the

TIPS Member.

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

Choice of Law
The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process
Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures
The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures

and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200802 Heavy Duty and Medium Duty Trucks and Trailers

Company Name Freightliner Western Star of Austin

Address 1701 Smith Rd

City Austin State TX Zip 78721

Phone 512 389 0000 Fax 512 389 2663

Email of Authorized Representative carlton@FTL1.com

Name of Authorized Representative Carlton Hempel

Title Vice President

Signature of Authorized Representative

Date 09.17.20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 11/9/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

200802
FREIGHTLINER OF AUSTIN
Supplier Response

Event Information

Number: 200802
Title: Heavy Duty and Medium Duty Trucks and Trailers
Type: Request for Proposal
Issue Date: 8/6/2020
Deadline: 9/18/2020 03:00 PM (CT)
Notes: THIS SOLICITATION IS SEEKING VEHICLES & TRAILERS ONLY. THIS SOLICITATION IS NOT SEEKING VEHICLE EQUIPMENT, PARTS, OR SERVICES. IF YOU WISH TO PROPOSE VEHICLE OR TRAILER PARTS OR SERVICES, PLEASE RESPOND TO: TIPS SOLICITATION 200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

FREIGHTLINER OF AUSTIN Information

Contact: Carlton Hempel
Address: 1701 Smith Rd
Austin, TX 78721
Phone: (512) 389-0000
Fax: (512) 389-2663
Toll Free: (800) 395-2005
Email: carlton@FTL1.com

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

Carlton Hempel
Signature

carlton@FTL1.com
Email

Submitted at 9/18/2020 9:57:27 AM

Requested Attachments

Vendor Agreement

TIPS 200802 SIGNED VENDOR AGREEMENT.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

TIPS 200802 SIGNED VENDOR AGREEMENT.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

TIPS Pricing_Form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

TIPS 200802_Pricing_Form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

References

TIPS REFERENCES.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

TIPS 200802 4700 BASE SPEC.docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

TIPS 200802 BASE WARRANTY.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

TIPS 200802 WESTERN STAR CATALOG 4700.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

TIPS 200802 SUPPORTING DOCUMENTS.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Western Star Logo.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Form

TIPS 200802 SIGNED CONFIDENTIAL FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

TIPS 200802 W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated “Confidential” in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

TIPS 200802 4900 FINAL BASE SPECIFICATION.pdf

4900 BASE SPEC

Bid Attributes

1 **Yes - No**

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section.

NO

2 **Yes - No**

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp

Proof of one or both may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section.

No

3 **Yes - No**

The Vendor can provide services and/or products to all 50 US States?

Yes

4 **States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 **Company and/or Product Description:**

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Full service Western Star heavy truck dealership with an emphasis on vocational trucks. We have many long standing established relationships with body builders.

6 **Primary Contact Name**

Primary Contact Name

Carlton Hempel

7 **Primary Contact Title**

Primary Contact Title

Vice President

8 **Primary Contact Email**

Primary Contact Email

carlton@FTL1.com

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5123890000

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5123892663

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5127625893

12 **Secondary Contact Name**

Secondary Contact Name

Jay Hendrix

13 **Secondary Contact Title**

Secondary Contact Title

President

14 **Secondary Contact Email**

Secondary Contact Email

jay@FTL1.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5123890000

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5123892663

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5127972822

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Scott Miiler

19 **Admin Fee Contact Email**

Admin Fee Contact Email

smiiller@FTL1.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5123890000

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Carlton Hempel

22 **Purchase Order Contact Email**

Purchase Order Contact Email

carlton@FTL1.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5123890000

24 **Company Website**

Company Website (Format - www.company.com)

www.freightlinerofaustin.com

25 **Federal ID Number**

Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789)

[redacted]

26 **Primary Address**

Primary Address

1701 Smith Rd

27 **Primary Address City**

Primary Address City

Austin

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

78721

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Western Star, Heavy Duty Trucks

31	**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?** Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal? Yes
32	**Yes - No** Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. Yes
33	**Company Residence (City)** Vendor's principal place of business is in the city of? Austin
34	**Company Residence (State)** Vendor's principal place of business is in the state of? TX

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

30%

36 **Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

37 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

39 **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

40 **Years experience in category of goods or services**

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

20

41 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

42 **Pricing discount percentage are guaranteed for?**

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

43 **Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

No

44 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

https://www.tips-usa.com/assets/documents/docs/CIQ.pdf

There is an optional upload for this form provided if you have a conflict and must file the form.

No

46 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No

47 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

49 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

50	**Suspension or Debarment Instructions** Instructions for Certification: 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

52 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes

53

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54

2 CFR PART 200 Contracts

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

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55

2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56

2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

57

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

58

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

59

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

60

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

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

I HAVE NOT Lobbied per above

61

If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

62	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

63	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES

64 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

Yes

65 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator’s fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

66 **Remedies Explanation of No Answer**

No response

67 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

68 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

69 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor’s performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

70 **Infringement(s) Explanation of No Answer**

No response

71 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

72 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

73 **Insurance and Fingerprint Requirements Information**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have ”covered” employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

74	**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees** Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. I certify that: **NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. **OR** **SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history. (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days. (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination. Some

75 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

76 **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

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

YES

77 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

78 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

79 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

80 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

81 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

82 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

83 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

84 **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Vendor changed answer to 14 or more % results in 0 points for scoring criterion. Per RP 5-10-22

85 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

86 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

87 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

88

Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

Agreed

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Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreed

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Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Bastrop County	Jeff Kreider	jeff.kreider@co.bastrop.tx.us	512 581 7110
City of Round Rock	Scott Parker	sparker@roundrocktexas.gov	512 218 3298
City of Cedar Park	Nick Long	nicholas.long@cedarparktexas.gov	512 401 5564

TIPS RFP # 200802

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Freightliner Western of Austin

Name of company

Carlton Hempel Vice President

Printed Name and Title of authorized company officer declaring below the confidential status of material

1701 Smith Rd	Austin	TX	78721	5123890000
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF 1-484 1-979 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 09.17.20

OR ----------

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date 09.17.20

Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: C122187

GENERAL DISTINGUISHING NUMBER:

P20265	Motor Vehicle
P4247X	Utility Trailer/Semi-Trailer

Austin Truck & Equipment, Ltd.
Freightliner of Austin
1701 SMITH RD
AUSTIN, TEXAS TRAVIS 78721-3544

EXPIRES: 10-31-2021
PHYSICAL LOCATION:
1701 SMITH RD
AUSTIN, TEXAS TRAVIS 78721-3544

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Freightliner : MT-Medium Truck, Freightliner : LT-Light Truck, Freightliner : HT-Heavy Truck, Cummins Engine : EN-Engine, Detroit Diesel : EN-Engine, WESTERN STAR : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

June 17, 2020

Paul Dee Werner

Paul Dee Werner
1701 Smith Rd
Austin, TX 78721 USA

RE: Austin Truck & Equipment, Ltd.
File Number: 800273236

Assumed Name:
Freightliner Western Star of Austin

File Date: 06/17/2020

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Time and Distance Table

1.1 Western Star Vocational (Orders Placed On or After 03/08/2013)

Vocational coverage is available for vehicles in these vocations:	*Any*
Category Determinants	
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D roads)[1]
Gross Combined Weight Rating	140,000 lb/63 505 kg or less -Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb
Axles and Manufacturer's Gross Vehicle Weight Rating	
2-Axle Unit	48,000 lb/21 772 kg or less
3-Axle Unit	68,000 lb/30 844 kg or less
4-Axle Unit	88,000 lb/39 916 kg or less
5-Axles or More	98,000 lb/44 452 kg or less

[1] Class C roads have a natural surface and may be either constructed or established over time by repeated passage of vehicles. The natural surface may be dirt, sand, or rock. A minimal amount of maintenance, if any at all, is limited primarily to spot surface grading to allow vehicle passage within the original road corridor. Class D roads are primitive roads that were not constructed but have been established over time by the passage of motor vehicles. These roads receive no maintenance or grading.

Coverage[2]		
Description	**Time[3]**	**Distance[3]**
Basic Vehicle	1 Year	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Emission Regulations[4]		
Diesel Emission 2010[5]	5 Years	100,000 mi/161 000 km
GHG14/17[6] (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG14/17[6] Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	Unlimited
Front/Steer Axle[7]		
Detroit[8]	3 Years	300,000 mi/483 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle[9]		
Detroit[8]	3 Years	300,000 mi/483 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km
Towing/Roadside Assistance[10]	1 Year	Unlimited
Transfer Case	2 Years	100,000 mi/161 000 km

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein. Specifications are subject to change without notice. Intended for general information only, not offered as customer's Warranty.

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Time and Distance Tables

1.1 Western Star Level I (Orders Placed Prior to 03/08/2013)

Level I coverage is not available for vehicles in these vocations:	*Refuse Packer, Logging, Mining, Oil Field*
Category Determinants	
Road Surface - most severe in-transit between sites	100% on-highway smooth concrete or asphalt (Class A or B roads)[1]
Gross Combined Weight Rating	92,000 lb/41 730 kg or less
Axles and Manufacturer's Gross Vehicle Weight Rating	
2-Axle Unit	35,000 lb/15 876 kg or less
3-Axle Unit	58,000 lb/26 308 kg or less
4-Axle Unit	71,000 lb/32 205 kg or less
5-Axle Unit	N/A

[1] Class A roads generally are paved and have a surface of asphalt, concrete, or similar continuous material. Class B roads are improved roads constructed with a natural or aggregate surface and may have berms, ditches, or culverts.

Coverage[2]		
Description	**Time[3]**	**Distance[3]**
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	6 Years	750,000 mi/1 207 000 km
Emission Regulations[4]		
Diesel Emission 2010[5]	5 Years	100,000 mi/161 000 km
GHG14/17[6] (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG14/17[6] Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	6 Years	750,000 mi/1 207 000 km
Front/Steer Axle[7]		
Detroit[8]	3 Years	300,000 mi/483 000 km
Non-Detroit	3 Years	300,000 mi/483 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle[9]		
Detroit[8]	3 Years	300,000 mi/483 000 km
Non-Detroit	3 Years	300,000 mi/483 000 km
Transfer Case	3 Years	300,000 mi/483 000 km

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Time and Distance Table

1.1 Western Star On-Highway (Orders Placed On or After 03/08/2013)

On-Highway coverage is limited to vehicles in these vocations:	*Linehaul/Longhaul and Pick-Up Delivery*
Category Determinants	
Road Surface - most severe in-transit between sites	100% on-highway smooth concrete or asphalt (Class A or B roads)[1]
Gross Combined Weight Rating	92,000 lb/41 730 kg or less
Axles and Manufacturer's Gross Vehicle Weight Rating	
2-Axle Unit	38,000 lb/17 237 kg or less
3-Axle Unit	60,000 lb/27 216 kg or less
4-Axle Unit	74,000 lb/33 566 kg or less
5-Axle Unit	N/A
Tri-Drive Axles	N/A

[1] Class A roads generally are paved and have a surface of asphalt, concrete, or similar continuous material. Class B roads are improved roads constructed with a natural or aggregate surface and may have berms, ditches, or culverts.

Coverage[2]		
Description	**Time[3]**	**Distance[3]**
Basic Vehicle	1 Year	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	6 Years	750,000 mi/1 207 000 km
Emission Regulations[4]		
Diesel Emission 2010[5]	5 Years	100,000 mi/161 000 km
GHG14/17[6] (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG14/17[6] Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	6 Years	750,000 mi/1 207 000 km
Front/Steer Axle[7]		
Detroit[8]	3 Years	300,000 mi/483 000 km
Non-Detroit	3 Years	300,000 mi/483 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle[9]		
Detroit[8]	3 Years	300,000 mi/483 000 km
Non-Detroit	3 Years	300,000 mi/483 000 km
Towing/Roadside Assistance[10]	1 Year	Unlimited
Transfer Case	3 Years	300,000 mi/483 000 km

END OF EXHIBIT B

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EXHIBIT C

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.

TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

September 18, 2020 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

RFP 200802 Heavy Duty and Medium Duty Trucks and Trailers

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: "Solicitation", "Bid", "Request for Proposal", "RFP", "Request for Competitive Sealed Proposal", "RCSP", or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLITICATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITITES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is $500 per Purchase Order regardless of quantity on the single purchase order by the TIPS Member.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published herein.
Example: *If the anticipated award date published herein is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024*.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: "200802 Heavy Duty and Medium Duty Trucks and Trailers #200802 – Proposing Vendor Question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL September 10, 2020 AT NOON Local Time.
Pre-Bid Meeting (Not Mandatory)
A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, August 20, 2020.
If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.
If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	**August 6, 2020**	8:00 A.M. Local Time
Proposal Deadline	**September 18, 2020**	3:00 P.M. Local Time
Proposal Opening	**September 18, 2020**	3:00 P.M. Local Time
Proposal Review Begins	**September 18, 2020**	3:01 P.M. Local Time
Proposal Review Ends	**October 15, 2020**	One (1) week prior to anticipated Award Date
Proposals Award	**October 22, 2020**	8:30 A.M. Local Time
Award Notifications	**October 22, 2020**	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

Pricing Models

Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the

same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"
"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing vendor may be applied.

Adding New or Replacement <u>Goods</u> <u>Items</u> During the Life of the Agreement

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See Pricing sheets 1.

Pay Careful Attention to This When Completing the Pricing spreadsheets.

Adding New or Replacement <u>Services</u> During the Life of the Agreement
Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See Pricing sheets 2.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

<u>Explanation:</u>

<u>Markup on cost</u>

Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.
It is NOT recommended proposers use the Markup pricing method <u>EXCLUSIVELY</u> because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:
When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the

appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.
Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost:

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, them be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

This solicitation is seeking providers for:

Heavy Duty and Medium Duty Trucks and Trailers

THIS SOLICITATION IS SEEKING VEHICLES & TRAILERS ONLY. THIS SOLICITATION IS NOT SEEKING VEHICLE EQUIPMENT, PARTS, OR SERVICES. IF YOU WISH TO PROPOSE VEHICLE OR TRAILER EQUIPMENT, PARTS, OR SERVICES, PLEASE RESPOND TO: TIPS SOLICITATION 200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services.

Specifications and Pricing

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply heavy and medium duty trucks and trailers to public agencies in the United States. Proposal should list offerings to be considered heavy and medium duty trucks and trailers.

1. Heavy and Medium Duty Trucks – All trucks heavier than 1/2 ton rating, plus options.
This proposal is not limited to, but may include brands such as: Kenworth, Volvo, Chevrolet, GMC, Isuzu, Ford, Ram, Hino, Iveco, Mercedes Benz, International, Peterbuilt, Freightliner and Mack, etc.

2. Trailers – all types of medium duty and heavy duty, enclosed, flat bed, specialty, livestock, other available types are eligible.

Different options that can be offered would include: radiator sizes, dimensions of cab, trailer, hood length, paint color, lighting, number and style of axles, sleeper size and outfitting, etc. These specifications are purposely left very open so that the Vendor may have the capability of offering many different types and styles of heavy and medium duty trucks and trailers.

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.

Proposals should include all listings of heavy duty and medium duty trucks and trailers. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED heavy duty and medium duty trucks and trailers.

Awarded vendor(s) shall perform covered services under the terms of this agreement.

Offerors may provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. An Electronic Catalog, links to same, and/or availability to access the list prices should accompany the proposal if a discount off catalog is proposed. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be

priced separately with all ineligible items identified. TIPS may award to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single item within any category, or multiple items within any or all categories. Region 8 ESC is seeking providers that have the depth, breadth and quality of resources necessary to complete various aspects of this contract. In addition, TIPS also requests any relevant value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products available that they currently perform in their normal course of business. Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Vendors should submit all heavy duty and medium duty trucks and trailers.

Value Added Pricing

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these "value added" prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category heavy duty and medium duty trucks and trailers that can be provided by the Vendor.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Additional Services:
Bidder should respond to TIPS SOLICITATION 200803 Heavy Duty and Medium Duty Trucks and Trailers to propose any related services or parts.

All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

NOTHING IN THIS SOLICITATION IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

Pricing Sheets 1 and 2 must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the

market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.
Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. **You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to**.

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)
DO NOT PROPOSE "PRICE TO BE DETERMINED" or "ON REQUEST". This method is not lawful to award by TIPS.
You must have unit pricing that can be applied to the needs of the customer.
Pricing Sheet 1 excel sheet
There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.
Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.
ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. **DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.**

Example: Proposed catalog, web or store price for an item is $10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as $9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Service Incidental to the Sale of Goods
Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment. However, Vendor should respond to TIPS SOLICITATION 200803 Heavy Duty and Medium Duty Trucks and Trailers to propose related parts and services.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms.

PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code

section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services**; (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services**; (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services**; (10) point weight. **Points will be assigned to this criterion based on your answer to the Attribute entitled "Long Term Cost Evaluation Criterion"** of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, **except when justified by supporting documentation**, you are awarded 10 points; if 6% to 14%, **except when justified by supporting documentation**, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. TIPS is the sole arbiter of what constitutes "**justified by supporting documentation**".
5. **Extent to which the Goods or Services meet the Needs**: (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.
6. **Vendor's Past Relationship**: (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points.

7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses**: (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute entitled "Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms" and the attribute that immediately follows, if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience**: 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: 0 point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    A. has its principal place of business in this state; or
    B. employs at least 500 persons in this state.

Federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

About TIPS

It is the purpose of this solicitation to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an "as needed" basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: http://www.tips-usa.com/assets/documents/docs/membership.pdf
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with "high performance" vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSPO@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.
- Vendors deliver goods/services directly to the participating member agency and then invoice the

participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the solicitation documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods are services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and it members at any

time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the "Attachments" tab. Felony conviction notice document must be uploaded to the "Response Attachments" FELONY CONVICTION NOTICE section.

References
The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" REFERENCES section.

Resellers/Dealers
Vendors with Resellers/Dealers must enter/authorize all Authorized Resellers in the Vendor Portal upon award.

Vendor Certifications
Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the "Response Attachments" D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities' policies.

Vendor Agreement
Vendor Agreement must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form
Agreement Signature Form must be downloaded from the "Attachments" section, completed, signed, scanned and uploaded to the "Response Attachments" AGREEMENT SIGNATURE FORM section. If

proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)
Warranty documentation should be scanned and uploaded to the "Response Attachments" WARRANTY section.

Protest Procedure
If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:
http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Supplementary Catalogs and Information if Applicable
Supplementary Catalogs and Information documentation should be scanned and uploaded to the "Response Attachments" SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer's complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF

THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.

5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities**: Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement -** The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands –** If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A "catalog" is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver**: BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING

OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

12. **RESERVATION OF RIGHTS -** TIPS expressly reserves the right to:
    a) Reject or cancel any or all proposals;
    b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
    c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
    d) Reissue a SOLICITATION;
    e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
    f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
    g) **This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**

The Interlocal Purchasing System
Participation Detail as of 9/28/2020 10:09:55 AM (CT)

Bid Information

Bid Creator	Sarah Reynolds Deputy General Counsel/Contract Management
Email	sarah.reynolds@tips-usa.com
Phone	903 (575) 2673
Fax	
Bid Number	200802
Title	Heavy Duty and Medium Duty Trucks and Trailers
Bid Type	RFP
Issue Date	8/6/2020 08:00 AM (CT)
Close Date	9/18/2020 03:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
1st Ayd Corp (First Aid Corp)	Elgin, IL	08/06/2020			
3GSTORE.COM (MDG Computer Services, Inc.)	Cary, IL	08/06/2020			
A&A AUTO PARTS STORES INC. (Keystone Automotive Operations)	Exeter, PA	08/06/2020			
Abanty Systems LLC	BROWNSVILLE, TX	08/06/2020			
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)	Brownsville, TX	08/06/2020			
Able Glass & Mirror Company	Huntsville, TX	08/06/2020			
ABS FACILIITES MANAGEMENT (kRIS- MAR MANAGEMENT ASSO)	Warren, NJ	08/06/2020			
Acme Auto Leasing LLC	NORTH HAVEN, CT		Viewed	08/13/2020	
AdPro 360	Colorado Springs, CO	08/06/2020			
Advanced Fleet Maintenance	Cleveland, TX	08/06/2020			
Air Craft Mechanical	Round Rock, TX	08/06/2020			
Alamo Group (TX) Inc. (Alamo Industrial)	Seguin, TX	08/06/2020			
Alaron Supply Company, Inc. (Ludwick)	San Antonio, TX	08/06/2020			
Alliance Bus Group	College Park, GA	08/06/2020			
Alliance Construction Works (All Works Construction Corp)	Alamo, TX	08/06/2020			
Altsman Seal Coating, LLC	Beaver Falls, PA	08/06/2020			
Ambient Air Systems LLC	Brownsville, TX	08/06/2020			
American Bus Sales LLC	Collinsville, OK	08/06/2020			
AMERISA GLOBAL LOGISTICS LLC	Houston, TX	08/06/2020			
APPLE FARM SERVICE INC	COVINGTON, OH	08/06/2020			
Applied MSS (Applied Maintenance Supplies & Solutions)	Cleveland, OH	08/06/2020			
Archangel Tablets LLC	N Miami Beach, FL	08/06/2020			
Armstrong Relocation	Schertz, TX	08/06/2020			
ARTEX TRUCK CENTER INC. (TEXAS TIMBERLINE)	TEXARKANA, AR	08/06/2020			
ASA Techmed, Inc. (Zulco International, Inc.)	Deer Park, NY		Viewed	09/09/2020	
ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)	HOUSTON, TX	08/06/2020			
ATS Logistics	st cloud, MN		Viewed	09/16/2020	
ATViroTech Inc.	Missouri City, TX	08/06/2020			
Atwood Distributing, L.P.	ENID, OK	08/06/2020			
Battery Solutions	Lubbock, TX	08/06/2020			
BBVA Compass	Birmingham, AL	08/06/2020			
BERT OGDEN BUICK GMC (BERT OGDEN MOTORS, INC.)	EDINBURG, TX	08/06/2020			
BERT OGDEN CADILLAC, INC.	MISSION, TX	08/06/2020			
BERT OGDEN CHEVROLET, INC.	MISSION, TX	08/06/2020			

BERT OGDEN CHRYSLER, DODGE, JEEP & RAM (BERT OGDEN HARLINGEN MOTORS, INC.)	HARLINGEN, TX	08/06/2020			
BERT OGDEN ISUZU (BERT OGDEN MOTORS, INC.)	EDINBURG, TX	08/06/2020			
BERTOGDEN NISSAN (BERT OGDEN MCALLEN MOTORS, INC.)	MCALLEN, TX	08/06/2020			
Big Dog Logistics, LLP	Houston, TX	08/06/2020			
BIG TEX XPRESS LLC	Hallsville, TX	08/06/2020			
Black Shield Group LLC	Weslaco, TX	08/06/2020			
Blue Star Bus Sales, Ltd.	Lubbock, TX	08/06/2020			
Bob Moore Ford LLC	Oklahoma City, OK	08/06/2020			
Bob Moore Ford LLC'	Oklahoma City, OK	08/06/2020			
Boen/Kemp Construction	Fayetteville, AR	08/06/2020			
Boggus Motor Sales II, LLC	McAllen, TX	08/06/2020			
Bowman Recruitment Solutions LLC	Pflugervile, TX		Viewed	09/03/2020	
BOXX Modular	Fort Worth, TX	08/06/2020			
BrandArmor™ (The Color Spot)	Marietta, GA	08/06/2020			
Brattain International Trucks, Inc.	Portland, OR	08/06/2020			
Brazos Trailer Manufacturing LLC	Wills Point, TX	08/06/2020			
Bruckner Truck Sales, Inc (Terry Ray Anderson)	Amarillo, TX	08/06/2020	Unsubmitted	09/17/2020	
BTE Body Company	Irving, TX	08/06/2020	Viewed	08/06/2020	
BTG Products (Buffalo Technology Group, Ltd.)	Canyon, TX	08/06/2020			
Burgoon (Evco Partners LP)	Galveston, TX	08/06/2020			
Bus Service Inc.	Canal Winchester, OH	08/06/2020			
Butler County Educational Service Center	Hamilton, OH	08/06/2020			
BYG INTERNATIONAL PARTS LLC	MISSION, TX		Viewed	08/14/2020	
BZ DEFENSE LLC	Los Angeles, CA	08/06/2020			
Cap-A-Bus, Inc.	Salado, TX	08/06/2020			
Capital Filtrations Inc	Austin, TX		Viewed	08/14/2020	
Carpernter Bus Sales LLC	Franklin, TN	08/06/2020			
Carrs Tire and Automotive	Baytown, TX		Viewed	08/07/2020	
Cartridge Discounters	San Diego, CA	08/06/2020			
CASA FORD INC.	EL PASO, TX	08/06/2020			
Casa Nissan (Casa Nissan INC)	El Paso, TX	08/06/2020			
Chad Dodson Roofing Systems, Inc.	Abilene, TX		Viewed	09/18/2020	
Champion Awards	Weslaco, TX		No Bid	08/12/2020	08/12/2020
Chubb Art Signs	Omaha, TX	08/06/2020			
City United Bus	Irving, TX	08/06/2020			
ClearChoice Industrial Supplies LTD	CYPRESS, TX		Viewed	09/14/2020	
Climax Investors	Fort Worth, TX	08/06/2020			
Coach USA/ Kerrville Bus	Houston, TX	08/06/2020			
COMPLETE RADIATOR & AC	ORLANDO, FL	08/06/2020			
Conroy Tractor Inc	Mount Pleasant, TX		Viewed	08/13/2020	
Contech Contractors Inc	Texarkana, TX	08/06/2020			
Coppell Construction Co., Inc.	Saint Jo, TX	08/06/2020			
Core Products Co, Inc.	Canton, TX	08/06/2020			
Cornerstone Construction of Russellville, Inc.	Russellville, AR	08/06/2020			
Craig's Dirt Service	Lindale, TX	08/06/2020			
CraneWorks, Inc.	Houston, TX	08/06/2020	Viewed	08/06/2020	
Crossland Construction Company Inc	Columbus, KS	08/06/2020			
Crystal Facility Solutions Inc	Houston, TX	08/06/2020			
CTC Distributing, LTD	Edinburg, TX	08/06/2020			
Custom Truck & Equipment, LLC (Custom Truck One Source, LP)	Fort Worth, TX	08/06/2020			
D&M Leasing Company (Vehicle Leasing LP)	Grand Prairie, TX	08/06/2020			
DACO FIRE EQUIPMENT	LUBBOCK, TX	08/06/2020			
Dal Kawa Hunter Power Sports (Hunter Power Sports LLC)	Hendersonville, NC	08/06/2020			
Dana Safety Supply	Greensboro, NC	08/06/2020			
Dartco Transmission (Dartco Transmission Sales and Service, Inc.)	Charlotte, NC	08/06/2020			
DashCo LLC	Speedway, IN	08/06/2020			
Dealers Auto Auction Group, LLC	Franklin, TN	08/06/2020			
Dean-Henderson Equip. Co.	Altheimer, AR	08/06/2020			
Deltek	Herndon, VA	08/06/2020			
Dewey Moore Ford	HUGHES SPRINGS, TX	08/06/2020			

DFW Communications Inc	Arlington, TX	08/06/2020			
DGR United	Houston, TX		Viewed	08/29/2020	
Diamond-H Farm & Feed, LLC	Clarksville, TN	08/06/2020			
Double P Companies LLC	Whitesboro, TX	08/06/2020			
Downtown Body Shop, Inc.	Houston, TX	08/06/2020			
DRC Emergency Services, LLC	Galveston, TX	08/06/2020			
DVO-USA INC.	Paramus, NJ	08/06/2020			
DYMEC	Blue Springs, MO	08/06/2020			
E Logic Inc	Washington, DC	08/06/2020			
Eagle Auto Glass (Fulghum Enterprise Inc)	Hughes Springs, TX	08/06/2020			
East End Transfer & Storage Inc	Houston, TX	08/06/2020			
EAST TEXAS MACK SALES LLC	LONGVIEW, TX	08/06/2020	Submitted	09/18/2020	09/18/2020
EAST TEXAS MACK SALES, LLC	Longview, TX	08/06/2020			
EAST TEXAS PROFESSIONAL CLEANING SERVICES	Sulphur Springs, TX	08/06/2020			
East Texas Truck Systems	Tyler, TX	08/06/2020			
Echo Transportation (Echo Tours and Charters)	Grand Prairie, TX	08/06/2020			
Ecoimprint	Aledo, TX		Viewed	09/18/2020	
ED PAYNE MOTORS	WESLACO, TX	08/06/2020			
Elite Solutions Inc	San Angelo, TX		Viewed	08/10/2020	
Elliott Ford Lincoln (Cypress Ford Lincoln Mercury LP)	Mount Pleasant, TX	08/06/2020			
ElstonAire Inc.	desoto, TX	08/06/2020			
Empire Drone Co LLC	Fulton, NY	08/06/2020			
Enerspace Modular Group, LLC	Houston, TX	08/06/2020			
Enterprise Fleet Management Inc.	St Louis, MO	08/06/2020			
Equipment Technology Inc.	Oklahoma City, OK	08/06/2020	Submitted	09/18/2020	09/18/2020
EV Charge Solutions (Moser Services Group, LLC)	RUSH, NY	08/06/2020			
Evans Mobile Detail	Duncanville, TX	08/06/2020			
Expedited Fleet Services (Reefer and Trailer Services LLC)	Brashear, TX	08/06/2020			
Express Crane & Rigging	SUGAR LAND, TX	08/06/2020			
Express Heavy Duty	White Oak, TX	08/06/2020			
Extreme Mobile Services Inc.	Dallas, TX	08/06/2020			
EZ-ACCESS, a dba of Homecare Products, Inc	Algona, WA	08/06/2020			
EZGO Division Of Textron Inc.	Augusta, GA	08/06/2020			
Facility Products & Services LLC DBA FPS Roofing	Canfield, OH		Viewed	08/25/2020	
Farm and CIty Supply LLC	Des Moines, IA	08/06/2020			
Fastsigns College Station (KB & KB Enterprises)	College Station, TX	08/06/2020			
Federal Provider	Indianapolis, IN	08/06/2020			
Fiesta chevrolet, inc	Edinburg, TX	08/06/2020			
Find Me A Van	Euless, TX	08/06/2020			
FireWire Leds	Mooresville, IN	08/06/2020			
Fleetpride Inc	Irving, TX	08/06/2020			
Forestry Supplier Inc	Jackson, MS	08/06/2020			
FORT BEND BATTERY GOLF CARS	ROSENBERG, TX	08/06/2020			
Four Stars Ford	Jacksboro, TX	08/06/2020			
FREIGHTLINER OF AUSTIN (AUSTIN TRUCK & EQUIPMENT LTD)	Austin, TX	08/06/2020	Submitted	09/18/2020	09/18/2020
FUEL INJECTION SERVICE (SOUTH TEXAS DIESEL SERVICE, INC)	PHARR, TX	08/06/2020			
Fureigh Electric	Conway, AR	08/06/2020			
GapVax, Inc.	Johnstown, PA	08/06/2020			
Gatekeeper Systems Inc.	Abbotsford, BC	08/06/2020			
Global Fuel Recovery	Benton, AR	08/06/2020			
Globe Trailer Mfg, Inc.	Bradenton, FL	08/06/2020			
Gold Eagle Co	Chicago, IL	08/06/2020			
GOLDEN CONSTRUCTION SERVICES (Golden Construction Services, Inc.)	Anna, TX		Viewed	09/04/2020	
Goodson Golf & Utility Cars (GALG, LLC)	Weatherford, TX	08/06/2020	No Bid	08/25/2020	08/25/2020
Goodyear (The Goodyear Tire & Rubber Company)	Akron, OH		Viewed	08/11/2020	
GRAPEVINE DCJ, LLC	GRAPEVINE, TX	08/06/2020			
Gray Manufacturing Company, Inc.	St. Joseph, MO	08/06/2020			
Green Light Group Tours (Grand Fund Inc)	Saint Augustine, FL	08/06/2020			

Griffith Ford Seguin, LLC	Seguin, TX	08/06/2020			
Groves Industrial Supply	Houston, TX	08/06/2020			
Gulf Coast Ford (Gulf Coast Ford, Ltd.)	Angleton, TX	08/06/2020	Viewed	08/10/2020	
H&B Industries Inc.	Dallas, TX	08/06/2020			
Hall Truck Center (Tyler Motor Company Inc)	Tyler, TX	08/06/2020			
Harrison and Frances Medical Supplies	Bellaire, TX		Viewed	09/09/2020	
HCRX Solutions, LLC	San Antonio, TX	08/06/2020			
Heil of Texas (Texan Waste Equipment Inc.)	Houston, TX	08/06/2020			
Herries Consulting	Frisco, TX	08/06/2020			
HHM Facility Management, LLC	Branson, MO	08/06/2020			
Hill Country Tractor, LLC	Elmendorf, TX	08/06/2020			
Hino Trucks (Hino Motors Sales U.S.A., Inc)	Novi, MI	08/06/2020	Submitted	09/17/2020	09/17/2020
His -N- Hers Handy Services LLC	Panama City, FL		Viewed	09/08/2020	
Hoffpauir Outdoor uperstore (Jim Hoffpauir Inc)	Goldthwaite, TX	08/06/2020			
Honesty Construction Group (HCG Management LLC)	Manvel, TX	08/06/2020			
HopSkipDrive (HopSkipDrive, Inc.)	Los Angeles, CA	08/06/2020			
HUM'S HARDWARE & RENTAL (HUM'S HARDWARE & FURNITURE, INC)	NORTH LITTLE ROCK, AR	08/06/2020			
IDG Services, Inc	Richardson, TX	08/06/2020			
IGIW Sales & Edu	Friendswood, TX	08/06/2020			
Imperial Supplies	Green Bay, WI	08/06/2020			
Industrial Power Truck LLC (Industrial Power Truck and Equipment)	Fort Worth, TX	08/06/2020	Submitted	09/17/2020	09/17/2020
Intercon Environmental, Inc.	Mansfield, TX	08/06/2020			
Island Energy Inc.	Paragould, AR	08/06/2020			
Jack Rabbit Off-Road (JRO, LLC)	Marshall, TX	08/06/2020			
JANGA Technology, LLC.	Pharr, TX	08/06/2020			
Jason Smart Construction Services LLC	Rochester, TX	08/06/2020			
Jim Bass Ford, Inc	San Angelo, TX	08/06/2020			
John Wright Associates, Inc	Arlington, TX	08/06/2020			
Kenworth of Louisiana (Kenworth of South Louisiana)	Gray, LA	08/06/2020			
Kinloch Equipment & Supply, Inc	Pasadena, TX	08/06/2020			
KMD Hospitality, LLC.	Humble, TX	08/06/2020			
KPAUL	Indianapolis, IN	08/06/2020			
Label Industries Inc. d/b/a National Tool Warehouse	Carthage, MO	08/06/2020			
Lacys Welding LLC	Harrisburg, AR	08/06/2020			
LAKE COUNTRY CHEVROLET INC	JASPER, TX	08/06/2020			
Lawless Communications Group	Dallas, TX	08/06/2020			
Lee Hoffpauir Chevrolet Buick (L Hoffpauir LLC)	Goldthwaite, TX	08/06/2020			
Liftgator (Liftmasters LLC)	MT Pleasant, TX	08/06/2020			
Lonestar Truck Group Texarkana (Lonestar Freightliner Group, LLC)	Nash, TX	08/06/2020	Viewed	08/07/2020	
Longhorn Trailer Sales LLC	MOUNT PLEASANT, TX	08/06/2020			
Lous Cajun Creole	Pittsburg, TX	08/06/2020			
Lucid Concepts LLC	Lubbock, TX		Viewed	09/08/2020	
M2 Federal Inc	San Marcos, TX	08/06/2020			
Mac Haik Ford Lincoln (Austin Mac Haik Ford Lincoln LTD)	GEORGETOWN, TX	08/06/2020			
Magnum Custom Trailers (Magnum Custom Trailer Mfg Co, Inc.)	Austin, TX	08/06/2020			
Maintainer Custom Bodies, Inc.	Rock Rapids, IA	08/06/2020			
Majestic AutoGroup	port arthur, TX	08/06/2020			
MANS DISTRIBUTORS	Carrollton, TX	08/06/2020			
Markertek Video Supply (Tower Products, INC)	Saugerties, NY	08/06/2020			
Market Makers, Inc. (Market Makers)	Houston, TX		No Bid	08/13/2020	08/13/2020
Matagorda Construction & Materials (K-C Lease Service, Inc.)	Bay City, TX	08/06/2020			
Matgirl.com, LLC	Austin, TX	08/06/2020			
Matheson Gas (Matheson Tri-Gas, Inc.)	Montgomerville, PA		Viewed	08/10/2020	
McLarty Ford (THTS, Inc)	Texarkana, TX	08/06/2020			
MCN Healthcare	Denver, CO	08/06/2020			
MDI, Inc. General Contractors	Coppell, TX	08/06/2020			
Merchants Fleet Management (Merchants Automotive Group, Inc.)	Hooksett, NH	08/06/2020	Viewed	08/06/2020	

Micro-blok Solutions	Longview, TX	08/06/2020			
Mobilease Modular Space Inc	Pedricktown, NJ	08/06/2020			
MobilityTRANS	Canton, MI	08/06/2020			
Modular Solutions, Ltd	Phoenix, AZ	08/06/2020			
Modular Technologies, Inc.	Kinston, NC	08/06/2020			
Moore Chryster Dodge Jeep Ram	SILSBEE, TX	08/06/2020			
Morgan Livestock Equipment Sales, Inc.	Bowie, TX		Unsubmitted	08/17/2020	
Mount Vernon Pecan Company	Mount Vernon, TX	08/06/2020			
MoveWorks	DALLAS, TX	08/06/2020			
Murphy-Hoffman Company	Wake Village, TX	08/06/2020			
NAPA Auto Parts (Genuine Parts Company)	Albuquerque, NM	08/06/2020			
NAPA Mt Pleasant (Mount Pleasant Auto Parts, Inc.)	Mt Pleasant, TX	08/06/2020			
Nations Bus Sales	Norwalk, CA		Unsubmitted	09/01/2020	
Nissan Of McKinney (NMVT Motors, LLC)	McKinney, TX	08/06/2020			
North Texas Trailers LLC	Lewisville, TX	08/06/2020	Viewed	08/06/2020	
OEM AIR COMPRESSOR CORPORATION	BROADVIEW, IL		Viewed	09/04/2020	
On-Target Supplies & Logistics	DALLAS, TX	08/06/2020			
Onvia, Inc	Seattle, WA		Viewed	08/06/2020	
Optima Graphix (Alejandra Zamaro)	El Paso, TX	08/06/2020			
Option 1 Logistics (TFAM Solutions LLC)	Aberdeen, NC	08/06/2020			
Overbilt Trailer Company	Drumright, OK		Viewed	08/10/2020	
P3S Corporation	San Antonio, TX	08/06/2020			
Pacific Mobile Structures, Inc	Chehalis, WA	08/06/2020			
Parallax builders, inc	houston, TX	08/06/2020			
Pegasus Enterprise Holdings, LLC	HOUSTON, TX	08/06/2020			
peltier chevrolet	tyler, TX	08/06/2020			
Pickles & Evie (Taylor Haney)	Forney, TX		Viewed	09/03/2020	
Pliler International (Twin State Trucks Inc)	Longview, TX	08/06/2020			
Polar King International Inc	Fort Wayne, IN	08/06/2020			
Priority Resources & Solutions, LLC	Arlington, TX	08/06/2020			
ProCon, LLC.	Las Cruces, NM	08/06/2020			
Professional Drivers (Customized Logistics Group LLC)	McKinney, TX	08/06/2020			
Propell	Granbury, TX	08/06/2020			
PRPRD	desoto, TX		Viewed	08/10/2020	
Purpose Specialized Solutions, Inc.	Grapevine, TX	08/06/2020			
Purpose Transportation LLC	Grapevine, TX	08/06/2020			
Purvis Industries (Purvis Industries, Ltd.)	Dallas, TX		No Bid	08/10/2020	08/10/2020
QMF Steel	CAMPBELL, TX		No Bid	08/13/2020	09/14/2020
R&L Glass Company	Mercedes, TX	08/06/2020			
R.J. Carroll CO.	Arlington, TX	08/06/2020			
Reconstruction Experts Inc	Irving, TX	08/06/2020			
Redflex Traffic Systems, Inc.	Glendale, AZ	08/06/2020			
Regency Staffing	arlinton, TX	08/06/2020			
rehobothg At Last. LLC	Springdale, AR	08/06/2020			
Reids Guns and More	MOUNT VERNON, TX	08/06/2020			
Reliable Chevrolet	Richardson, TX	08/06/2020			
REV Parts, LLC	Brookfield, WI	08/06/2020			
Revitalize Charging Solutions, Inc.	Fort Worth, TX	08/06/2020			
RFPGurus	Dallas, TX	08/06/2020			
Rhodes & Lozier dba (East Texas Truck Systems)	Tyler, TX	08/06/2020			
Right Choice Materials Company	Houston, TX	08/06/2020			
RKI, INC. (RKI, Inc.)	Houston, TX	08/06/2020			
Roberts Truck Center of Texas, LLC	Amarillo, TX	08/06/2020			
Rocky Mountain Equipment Inc.	Missoula, MT	08/06/2020			
Rose Truck Sales, Inc.	Corpus Christi, TX	08/06/2020			
Royal Media Network Inc	Baltimore, MD	08/06/2020			
RPM Auto Auction	Beaumont, TX	08/06/2020			
Russell & Smith Ford Inc.	Houston, TX	08/06/2020			
Ryder System, Inc.	Miami, FL	08/06/2020			
SafeRack LLC (Thompson)	Andrews, SC	08/06/2020			
Saf-T-Box	Longview, TX	08/06/2020			
Sams pack's five star ford	farmers branch, TX	08/06/2020			
Sandlin Motors	Mount Pleasant, TX	08/06/2020			
Sarasota Fun Machines	N. Venice, FL	08/06/2020			
SecureSite LLC	Maumelle, AR	08/06/2020			

SERVPRO Metro-Pittsburgh (MKS Services, Inc.)	North Versailles, PA	08/06/2020			
SERVPRO of Texarkana	Wake Village, TX		Viewed	08/21/2020	
Shamaley Ford	El Paso, TX	08/06/2020			
Shearbilt Enterprises, Inc	Royal, AR	08/06/2020			
SILSBEE FORD INC.	SILSBEE, TX	08/06/2020			
SILSBEE TOYOTA	SILSBEE, TX	08/06/2020			
Six and Mango Equipment Llp	Grand Prairie, TX	08/06/2020			
Slim Pickins Outfitters	STEPHENVILLE, TX	08/06/2020			
SmartCOP (SmartCOP, Inc)	Pensacola, FL		Viewed	08/17/2020	
SMTA ENTERPRISES INC	tomball, TX	08/06/2020	Viewed	08/09/2020	
Sotex Tools	New Braunfels, TX	08/06/2020			
Southland Transportation Group (Southland International trucks)	Madison, AL	08/06/2020	Viewed	08/24/2020	
SOUTHWEST FORD INC	WEATHERFORD, TX	08/06/2020			
Southwest International Trucks	Dallas, TX	08/06/2020	Viewed	08/11/2020	
SpawGlass Construction Corp.	Beaumont, TX	08/06/2020			
SPECIALTY FLEET SALES & RENTALS	Mineola, TX		Submitted	09/18/2020	09/18/2020
Stewart & Stevenson Power Products, LLC	Longview, TX	08/06/2020			
Suburban Land Services, LLC	Richmond, TX	08/06/2020			
Sunbelt Laboratories (Josan Corporation)	Stafford, TX	08/06/2020			
sunbries llc	Austin, TX	08/06/2020			
Sunrise Construction (Santa Fe Sunrise Construction)	Alvin, TX	08/06/2020			
SWP Contracting & Paving (Stormwater Plans, LLC)	Glendale, AZ	08/06/2020			
Synergy Fabrication, Inc.	Fort Worth, TX	08/06/2020			
Tadlock Trailer Sales	West Union, OH	08/06/2020			
TAG Grinding Services, Inc.	Marietta, GA	08/06/2020			
Taylor Made Ambulances (Bridgers Coaches, Inc.)	Newport, AR	08/06/2020			
TDCJ/Texas Correctional Industries	Tennessee Colony, TX		No Bid	08/10/2020	08/11/2020
TEC Inc Tatum Excavating Company Inc	Texarkana, TX	08/06/2020			
Terrain King Corporation	Seguin, TX	08/06/2020			
Texas Country Ford	Winnsboro, TX	08/06/2020			
Texas Discount Batteries	Rosenberg, TX	08/06/2020			
Texas Priority Three LLC	Mineral Wells, TX	08/06/2020			
Texas Timberjack Inc.	Lufkin, TX	08/06/2020			
The Blue Book	Jefferson Valley, NY		Viewed	08/11/2020	
The Dallas Parts Distribution Center	Garland, TX		Viewed	08/17/2020	
The Green Group	Austin, TX	08/06/2020			
The Hose Monster Company (Hydro Flow Products, Inc.)	Lake Zurich, IL	08/06/2020			
The Liberty Group (Liberty Transportation & Storage, Co. Inc.)	Berkeley Heights, NJ	08/06/2020			
Tidal Wave Wash Supply Inc.	San Leon, TX	08/06/2020			
Tierra verde turf (Rccp ventures)	Granbury, TX	08/06/2020			
Tiger Manufacturing Company (Lee Dill, Inc)	Abilene, TX		Viewed	08/10/2020	
tip top auto repair (huskisson)	gun barrel city, TX	08/06/2020			
Toyota Lift of Houston (Carruth-Doggett Inc.)	Houston, TX	08/06/2020			
Toyota of Bowling Green	Bowling Green, KY	08/06/2020			
TRAFFIC LOGIX CORP	SPRING VALLEY, NY	08/06/2020			
Trailer Parts Unlimited, LLC	Huntsville, TX		Viewed	09/09/2020	
Transcare LLC	Houston, TX	08/06/2020			
TransPar Group Inc	Spring, TX	08/06/2020			
Transportant	Kansas City, MO	08/06/2020			
Trantex Transportation Products of Texas Inc.	Houston, TX	08/06/2020			
Tri S Logistics LLC	Highland Village, TX	08/06/2020			
True North Logistics, LLC	Downers Grove, IL	08/06/2020	Viewed	08/06/2020	
U.S. Flood Control Corp.	Kenner, LA	08/06/2020			
Universal Rental LLC	Sandusky, OH	08/06/2020			
Upper Arlington City Schools	Upper Arlington, AL	08/06/2020			
Utility Fleet Sales, Ltd	Fort Worth, TX	08/06/2020	Viewed	08/06/2020	
Uvalco Supply (UOCL Investments, LLC)	Uvalde, TX	08/06/2020			
UYL COLOR SUPPLY INC	Houston, TX	08/06/2020			
Vanguard Truck Center of Austin (Tom Graddy Enterprises of Austin, LLC)	Buda, TX	08/06/2020			
Vanguard Truck Center of Houston (Houston Mack Sales and Service Inc)	Houston, TX	08/06/2020			

Volvo & Mack Trucks of Waco (VED Heritage Properties, Ltd)	hewitt, TX	08/06/2020	Submitted	09/18/2020	09/18/2020
W E E Commerce Service	Omaha, TX	08/06/2020			
W.W. Grainger, Inc.	Austin, TX	08/06/2020			
Warren CAT	Lubbock, TX	08/06/2020	No Bid	08/14/2020	08/14/2020
WARREN TRUCK AND TRAILER, LLC	TALCO, TX		Viewed	08/10/2020	
Water Jack Pressure Wash LLC	Cedar Hill, TX	08/06/2020			
Wells Truck and Trailer Repair	Sulphur Springs, TX	08/06/2020			
Western Shelter Systems (WS Acquisition LLC)	Eugene, OR	08/06/2020			
West-Mark (Certified Stainless Service, Inc.)	Ceres, CA		Submitted	09/18/2020	09/18/2020
Westway Ford	Irving, TX	08/06/2020			
Wildfire Truck & Equipment Sales	Alvarado, TX	08/06/2020	Viewed	08/06/2020	
Wood Alternator and Starter Services (Homer J. Wood)	Houston, TX	08/06/2020	Viewed	08/06/2020	
Worley Welding Works	Levelland, TX		Viewed	08/10/2020	

External Invitations

Participant Detail

1st Ayd Corp (First Aid Corp)

Address	1325 Gateway Drive Elgin, IL 60124	Participation Type:	Active Supplier

Invitation Date 08/06/2020
Invitation Type Automatic
Invitation Email(s) clafferty08@yahoo.com

3GSTORE.COM (MDG Computer Services, Inc.)

Address	641 Industrial Dr. Cary, IL 60013	Participation Type:	Active Supplier

Invitation Date 08/06/2020
Invitation Type Automatic
Invitation Email(s) mike@3Gstore.com

A&A AUTO PARTS STORES INC. (Keystone Automotive Operations)

Address	44 Tunkhannock Ave Exeter, PA 18643	Participation Type:	Active Supplier

Invitation Date 08/06/2020
Invitation Type Automatic
Invitation Email(s)

Abanty Systems LLC

Address	2577 Lazy Creek Ln Brownsville, TX 78520	Participation Type:	Active Supplier

Invitation Date 08/06/2020
Invitation Type Automatic
Invitation Email(s) abantytyres@gmail.com

Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)

Address	2577 Lazy Creek Ln Brownsville, TX 78520	Participation Type:	Active Supplier

Invitation Date 08/06/2020
Invitation Type Automatic
Invitation Email(s) emscsolutions@gmail.com

Skip Navigation > Accessibility Options >

Welcome to the Dynamic Small Business Search

DSBS

otlinks open a new browser window.

in data have "tooltips" with data format information.

NEW FEATURES FOR MOBILE USERS:
Phone number hotlinks can be used to dial the number on mobile phones.
Address hotlinks can be used to show the address in Google Maps.

This is generally a self-certifying database. The SBA does not make any representation as to the accuracy of any of the data included, other than certifications relating to 8(a) Business Development, HUBZone or Small Disadvantaged Business status. The SBA strongly recommends that contracting officers diligently review a bidder's small business self-certification before awarding a contract.

Location of Profile

States:

(any state)
AL - Alabama
AK - Alaska
AA - American Atlantic (APO/FPO)
AE - American Europe (APO/FPO)
AP - American Pacific (APO/FPO)
AS - American Samoa
AZ - Arizona
AR - Arkansas
CA - California

(How to make multiple selections.)

Searching within a State:

(Requires exactly one state from the State list at left.)

Congressional District: Help

County: Select 1 State, then press Lookup Lookup Help

Area Code or Phone Number Initial Fragment

Metropolitan Statistical Area Help

SBA Servicing Office Help

Zip Code or Zip Code Initial Fragment

Government Certifications

8(a) Certified or 8(a) Joint Venture:

- (●) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- ( ) Not Required

Small Disadvantaged Business:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

HUBZone Certification:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

The SBA's 8(a), HUBZone and SDB certifications are also made available to external software via: SBSS Public Web Services.
For more information, see also SBA Certifications in the search help page.

Ownership and Self-Certifications

- [x] Any Minority Owned:
  - [x] Any Native American Owned:
    - [x] Tribally Owned
    - [x] Alaskan Native Corp (ANC) Owned
    - [x] Native Hawaiian Org (NHO) Owned
    - [x] Other Native American
  - [x] Other Minority Owned
- [x] Community Development Corporation (CDC) Owned
- [ ] Self-Certified Small Disadvantaged Business
- [x] Service Disabled Veteran Owned
- [ ] Veteran Owned (including Service Disabled Veteran Owned)
- [x] Any Women-Owned Small Business: (search help)
  - [x] Women-Owned Small Business under the Women-Owned Small Business Program (more information)
  - [x] Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
  - [x] Women-Owned Small Business Joint Venture
  - [x] Economically Disadvantaged Women-Owned Small Business Joint Venture

(To start over in this section, if you like, you can use this hotlink: Clear These Checkboxes)

Specific Nature of Business

NAICS Codes:	(•) Any	( ) All (slower)	336120,423110, 423830, 336212, 336390	Help
"Buy Green" NAICS Codes:	(•) Any	( ) All (slower)		Help
Keywords:	(•) Any	( ) All (slower)		Help

General Nature of Business

☐ Manufacturing ☐ Construction ☐ Research & Development ☐ Services

Minimum Acceptable Bonding Levels

	Construction Bonding Level (per contract)
	Construction Bonding Level (aggregate)
	Service Bonding Level (per contract)
	Service Bonding Level (aggregate)

Quality Assurance Standards

☐ ANSI/ASQC Z1.4 ☐ ISO-9000 Series ☐ ISO 10012-1 ☐ MIL-Q-9858 ☐ MIL-STD-45662A

Size

( ) At least (•) No more than

[ ] Employees and/or [ ] Annual Gross Revenue

Capabilities

Accepts Government Credit Card?	( ) Required	(•) Not Required			
GSA Advantage Contract?	( ) Required	(•) Not Required			
Exporter?	( ) Yes	( ) Wants to Be	( ) Either	(•) Not Required	
	☐ Has an Export Profile in TM OnLine (*)				

(*) To search the contents of "Export Profiles", use the DSBS-affiliated Trade Mission Online Search ("TM OnLine").

Searching for a specific profile

CAGE Code: CAGE Co Help

DUNS Numbers: DUNS Numbers Help

8(a) Case Number: 8(a) Case

(Note: Searching by name is slower than other criteria.)

Company Name or Trade Name: Company Name or Trade Name

- ○ Do "sounds like" matching
- ◉ Do "first letters" matching
- ○ Do "contains" matching

Profile Status

Last Updated

○ On or before ◉ On or after

Status

- ☑ Active (default)
- ☐ Expired Registration in SAM
- ☐ Not Fully Registered in SAM

Default Public Search | All

("All" also sets Profile Last Updated to 'On or after 01/01/1900')

Search Results Display Options

Maximum number of profiles to be returned at a time:

Show All

Note: "Show All" shows as many profiles as you're allowed to receive, which may increase that limit to 5000. But due to a database restriction, adding "one-to-many" fields to the profile list (next item), lowers the limit to 1000. Choosing HTML Import format,below, automatically sets "Show All".

Show the following fields in the profile list:

Name and Trade Name of Firm; Contact; Address and City, Stat

Edit the columns to be displayed

Font Size (these usually affect all formats except HTML Import as text):

○ Tiny ○ Small ◉ Normal ○ Large ○ XLarge

Format. Show the search results in:

- ○ Table format
- ◉ HTML Import format
  Save As...: ○ .text ◉ .xls (spreadsheet)
  If importing into Windows Excel 2007 or later, answer Yes to the format/suffix dialog.
- ○ Mail-merge format
  Delimiter: ◉ comma ○ comma and blank ○ tab
- ○ Vertical format (useful for mobile users)

NOTE: Search results will be randomized by the time of day
you press the "Search Using These Criteria" button.

Search Using These Criteria | Reset | Clear

#	Name and Trade Name of Firm	Contact	Address and City, State Zip	E-mail Address
1	Archway Solutions LLC	Arch L Stephens	9743 Arleen Ave Zachary, LA 70791-8325	archstephens@yahoo.com
2	Engineering Services International Inc. ESI	Nestor Rivera	644 Ave Fernandez Juncos Ste 404 San Juan, PR 00907-3183	riverane@esi-energy.com
3	QPI PRO, INC.	Gunho Min	3517 W Commonwealth Ave Unit A Fullerton, CA 92833-2800	pmin@qpipro.com
4	Addon Services, LLC	Prita Abraham	27789 Mound Rd Ste 200 Warren, MI 48092-2697	prita.abraham@addonservicesllc.com
5	MA-CHIS INTERNATIONAL SERVICES INC	Nadine Schloemer	2080 WAITE ST FORT BENNING, GA 31905-0000	nschloemer@centurylink.net
6	Safety Plus International, LLC	Cesar A Borri	1903 Sir Lancelot Circle SAINT CLOUD, FL 34772-7007	cesar.borri@safetyplus.us

7	American Maintenance & Supplies, Inc	Arturo Garcia III	120 43rd St Union City, NJ 07087-6192	agarcia@ammaint.com
8	Addon Services LLC	Prita Abraham	5700 Granite Pkwy Ste 200 Plano, TX 75024-6623	prita.abraham@addonservicesllc.com
9	Parker, Adrain Wayne Parker Construction	A.W. Parker	970 County Road 4227 Bivins, TX 75555-2471	parkcon48@gmail.com

#	Rico's Pump Service & Electric Motor Repair LLC	Enrique Montiel-Ochoa	520 McChesney Ave Ext Troy, NY 12180-8839	enrique@ricosservice.com
#	ACCENTZ, INC. AMPLIDYNE	FARHA KHAN	6695 S QUEMOY CIR AURORA, CO 80016-2686	farha@accentzinc.com
#	Addon Services, LLC.	Prita Abraham	1800 Diagonal Rd Ste 600 Alexandria, VA 22314-2840	prita.abraham@addonservicesllc.com

#	ELITE BUSINESS STRATEGIES, LLC Elite Office and Business Solutions	Princess Ousley	504-A Capital Circle SE Tallahassee, FL 32301-3807	Princess.Ousley@ebsleaders.com
#	S&K Mission Support, LLC	John Denny	63066 Old Highway 93 Ste M Saint Ignatius, MT 59865-9008	johndenny@skms-llc.com
#	Warfeather, LLC	John A Oglesbee	10250 S 287th E Ave Coweta, OK 74429-6414	adam@warfeatherllc.com
#	MACK GLOBAL LLC	ROBIN Mack	4121 Mylan Rd Richmond, VA 23223-2258	Rmack@mackglobal.com
#	CAPITOL UNITED SOLUTIONS INC.	Sherman Taylor	9007 BUSH CREEK CIRCLE FREDERICK, MD 21704-7844	Sherman@SjtaylorPC.Com
#	Macon Auto Parts, LLC NAPA Auto Parts	Judith A Ewing	233 Lawrence St Macon, MS 39341-2769	maconautoparts@bellsouth.net
			7600 DOWNSTREAM CT	

#	Intellipeak Solutions Inc	PHILIP FLORES	FREDERICKSBURG, VA 22408-8806	phil@intellipeaksolutions.com
#	First Responder Fire Protection Corp. 1st Responder Fire Protection	JOHN J Flores	19146 STARE ST NORTHRIDGE, CA 91324-1266	John@firstresponderfire.com
#	ArchWay Solutions Limited Liability Company	Arch L Stephens	45 CR 1110 Troy, AL 36079-4607	archstephens@yahoo.com
#	Greene Machine & Manufacturing, Inc.	Gwen Collins	251 S St Macon, GA 31206-1065	gcollins@greene-machine.com
#	All Filters LLC	Daniel Moore	1991 W Parkway Blvd Salt Lake City, UT 84119-2026	sales@allfilters.com
#	VAST INDUSTRIES, LLC	YVETTE ARCHULETA-TUDURY	108 VENUS STREET MORGAN CITY, LA 70380-5204	Yvette@Vast-Ind.com
#	DACAMA, LLC Saucedo Company, The	DAVID E. SAUCEDO	711 N Copia El Paso, TX 79903-4405	DAVIDE@SAUCEDOCOMPANY.COM

#	1Prospect Technologies, LLC One Prospect Technologies	Lorene Reeder	3215 W STATE ST STE 309A Milwaukee, WI 53208-3364	lorene.reeder@1Prospect.com
#	GS GROUP LLC	MONICA STARKS	17800 WOODWARD AVE STE 200 DETROIT, MI 48203-2259	mstarks@gsgroupmi.com
#	Next Generation Logistics, LLC	Eddie Compass IV	4728 Utica St Metairie, LA 70006-6590	eddie@nglcompanies.com
#	Montross, Tirita MTDS	Tirita L Montross	21 W 41st Sand Springs, OK 74063-2717	misstiritas@att.net
#	1st Choice Logistics LC Jaws Transportation	KATINA ALLEN	2797 Vollmer Loop American Falls, ID 83211-5309	KATINACALLEN@GMAIL.COM

#	1prospect Technologies, Llc One Prospect Technologies	Lorene Reeder	755 Research Pkwy Ste 150 Oklahoma City, OK 73104-3621	lorene.reeder@1Prospect.com
#	Ma-Chis International Services, Inc.	NADINE SCHLOEMER	2948 County Rd 377 ELBA, AL 36323-7088	nschloemer@machistribe.com
#	Nemar Technology Group	Mike M Morales	450 CALLE ARRIGOITIA SAN JUAN, PR 00918-2621	mike@nemartech.com
#	GLOBAL QUALITY SOLUTIONS, INC.	Adriana Blankenship	4525 S SANDHILL RD STE 103 LAS VEGAS, NV 89121-5955	ablankenship@gqsinc.com
#	MJ May Material Specialists Inc.	Walter E Lopez	160 W ARMORY DR SOUTH HOLLAND, IL 60473-2817	walt.lopez@mjmay.com
#	Choctaw Defense Manufacturing LLC	John Uvodich	203 Choctaw Industrial Dr Hugo, OK 74743-4253	juvodich@choctawdefense.com

#	A. James Global Services, Inc. Arnez James	DINO A JAMES	1000 Saint Andrews Rd Ste C COLUMBIA, SC 29210-3103	dajames@ajamesglobal.com
#	ARROWHEAD GLOBAL LLC	Chad Hill	22033 US19 N CLEARWATER, FL 33765-2362	chad.hill@arrowheadglobal.com
#	Gladden & Metz, Inc.	LORNE GLADDEN	5218 N Shobe Rd Bryant, AR 72022-0000	lornegladden@gladdenmetzinc.net
#	iPhone And iPad Warehouse LLC	Brian Farrell	19101 NE 18th Ave North Miami Beach, FL 33179-4214	brian@phoneandpadws.com
#	MIDSTATE INDUSTRIAL INC	ALFRED HARMON	209 FERGUSON ST WARNER ROBINS, GA 31093-1707	midstateind@bellsouth.net
			740 Springdale Dr Ste 125	

#	Full Circle Computing Inc	Denean Williams	Exton, PA 19341-2831	gov@fullcirclecomputing.com
#	Bering Global Solutions, LLC	Richard Foster	3301 C Street, Suite 400 Anchorage, AK 99503-3958	rfoster@beringstraits.com
#	Gale Construction Company of Illinois Gale Construction Company	LAURA J. PAGER	315 W McDonough Street Joliet, IL 60436-2235	lpager@galeconstructioncompany.com

#	A3 Systems Corporation A3 Systems	Aubrey Hinds	2101 Old Bermuda Hundred Rd Chester, VA 23836-5505	aubrey.hinds@a3scorp.com
#	TSAY CORPORATION	DONN E. WIESE	HWY 68 N OF ESPANOLA SAN JUAN PUEBLO, NM 87566-0000	donnw@tsaycorp.net
#	Vetpowered, LLC VETPOWERED	HernÃ¡n B. Luis y Prado	2970 Main Street San Diego, CA 92113-3730	h@vetpowered.com

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#	Harbor Enterprises, Limited Liability Company Survive-A-Storm Shelters	Lucas Stewart	1207 SUNSET DR THOMASVILLE, GA 31792-6356	lstewart@harborenterprisesllc.com
#	Native American Industrial Solutions L.L.C.	John J Meyers	14323 Ocean Hwy Unit 4119 Pawleys Island, SC 29585-4817	jeremy.meyers@nais-llc.com

#	Executive Acquisitions & Global Logistic, Engineering Servi EAGLES	KENNETH LEE GAMBLES	5410 Indian Head Hwy Ste 211 Oxon Hill, MD 20745-2043	kgambles@execacq.com
#	Avidity Global LLC	Melissa Borchers	18851 NE 29th Ave Ste 700 Aventura, FL 33180-2845	melissa.borchers@crc-intl.com
#	US ECO PRODUCTS CORPORATION	DOREEN Blades	143 Essex St Ste 210 Haverhill, MA 01832-5553	doreen@usecoproducts.com
#	QA Engineering, LLC	Jon C Anthony	1409 Ortiz Dr SE Albuquerque, NM 87108-5577	jon@qaengineering.com

#	AIR CONTROL, INC.	Sean Connell	80 14TH AVE N CLINTON, IA 52732-2928	sconnell@acifabricators.com
#	Guerrero Professional Services, Inc. DR. DIESEL TECHNOLOGIES	JORGE GUERRERO	41185 Golden Gate Circle Suite 203 Murrieta, CA 92562-6995	jorge.guerrero@drdieseltech.com
#	BOWHEAD MARINE SUPPORT SERVICES, LLC	DARRELL MERON	6564 LOISDALE CT STE 900 SPRINGFIELD, VA 22150-1822	darrell.meron@bowheadsupport.com
#	Alutiiq Technical Services LLC	David Booker	3909 Arctic Blvd Ste 500 Anchorage, AK 99503-5793	dbooker@alutiiq.com
#	Inventory Management Solutions, LLC Armyproperty	Sherman Powell	3777 Plaza Dr Ann Arbor, MI 48108-3634	ap@armyproperty.com

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#	R.L. Hueston, LLC Toledo Tin Knockers	Randall Hueston	39 VANCE ST TOLEDO, OH 43604-8619	rhueston@rlhueston.com
#	Cherokee Nation Aerospace and Defense, L.L.C.	Marcus Hendricks	2777 Highway 69A Pryor, OK 74361-4565	mj.hendricks@cherokee-corp.com
#	TOOLS MAN, INC., THE Tools Man Industrial Supply, The	Luis DeGregorio	1951 NW 141 St Bay 11 Miami, FL 33054-0000	LuisD@thetoolsman.com
#	All Business Machines, Inc.	Dawn Hall	2555 3rd St Ste 100 Sacramento, CA 95818-1100	exec@attainit.net
#	GLOBAL PROFESSIONAL SOLUTIONS LLC	JORGE SCHLAEFLI	393 HANGING MOSS CIR LAKE MARY, FL 32746-6255	jorpey@hotmail.com
#	CONSTRUCTION PLUS, LLC CONSTRUCTION PLUS	Earl Logan Sr.	2326 FRONT ST MERIDIAN, MS 39301-5827	ELconstructionplus@att.net

#	Material Acquisition Services, Inc.	ROSEE CULBERTSON	20381 Lake Forest Dr Ste B13 Lake Forest, CA 92630-8109	rculbertson@materialace.com
#	Elite Business Strategies, LLC	Princess Ousley	121 Commercial Park Dr Ste 3 Tallahassee, FL 32303-0000	Princess.Ousley@ebsleaders.com
#	Blackfish Solutions, LLC	Fred Blackburn	721 Depot Dr Anchorage, AK 99501-1615	fred.blackburn@blackfishsolutions.com
#	Copper River Cyber Solutions, LLC	Bill Halladay	721 Depot Dr Anchorage, AK 99501-1615	Bill.Halladay@CopperRivercs.com
#	DBISP, LLC dbFederal	John Miller	8857 Commerce Park Place, Suite D Indianapolis, IN 46268-3130	john.m.miller@dbispllc.com

#	A-1 Anherma, LLC A1 ANHERMA	Andres Becerra	18851 NE 29th AVE Ste 700 Aventura, FL 33180-2845	andres@anherma.com
#	Global Quality Solutions, Inc.	Adriana Blankenship	7235 Bonneval Rd Ste 239 Jacksonville, FL 32256-7506	ablankenship@gqsinc.com
#	Peak Electric, Inc. Peak Electric	Milton T MCINTYRE	320 N. Byrne Rd Toledo, OH 43607-2607	MMCINTYRE@PEAKELECTRICTOLEDO.COM
#	Alutiiq Essential Services, LLC	John Monaccio	300 Alimaq Dr Kodiak, AK 99615-6713	jmonaccio@alutiiq.com
#	KLB ENTERPRISES	LYDIA WILSON	6018 PAHRMANN PL NW BREMERTON, WA 98311-7027	lydia@klb-enterprises.com

#	B&C Alliance Group LLC	Vickey Evans	908 PAVILION CT STE C MCDONOUGH, GA 30253-6665	vevans@bcagllc.com
#	H & L Environmental Services, LLC	Terry Collins	564 McArthur Rd Maxton, NC 28364-9318	tcollins@hlenvironmental.com
#	Logzone, Inc. LOGZONE	DAVID E. COLE	4845 University Square, Suite 5 HUNTSVILLE, AL 35816-1875	DAVID.COLE@LOGZONEINC.COM
#	DOC Development, Inc.	Radcliff Quarterman	2500 PARK CENTRAL BLVD STE A6 DECATUR, GA 30035-3925	rquarterman@doc-development.com
#	UNIVERSAL POWER CONVERSION	KAREN Firle	5636 WEST 125TH ST SAVAGE, MN 55378-1208	Kfirle@universalpowerconversion.com

#	Acadiana Companies, L.L.C.	KEITH L KLUMPP	19705 Hwy 90 Crowley, LA 70526-0000	keith.klumpp@acadianacompanies.com
#	Elevan LLC Elevate Systems	Maricela H Gray	1919 NW Loop 410 Ste 200 San Antonio, TX 78213-2325	info@elevatesystems.com
#	DIAMOND DISCS INTERNATIONAL, LLC	Ugo Nwagbaraocha	9300 W HEATHER AVE MILWAUKEE, WI 53224-2425	UGO@DIAMONDISCS.COM
#	APOGEE CFS, LLC Automation Data Technology	RENOIR L Knox	1910 Stillman Ave Corpus Christi, TX 78407-2342	lknox@apogeecfs.com

#	All Business Machines, Inc. AttainIt	Dawn Hall	2028 E Ben White Blvd Ste 230 Austin, TX 78741-6931	exec@attainit.net
#	Global Computers and Networks LLC	Dominique Pereira	7250 HOLLYWOOD RD FORT WASHINGTON, PA 19034-2016	dpereira@go2gcn.com

#	3T Federal Solutions LLC	SANDEEP YADAV	6013 Techni Center Dr Ste B Austin, TX 78721-2337	sandeep.yadav@3Tfederal.com
#	S&K Federal Services, LLC	Steven Hartley	63066 Old Highway 93 Ste F Saint Ignatius, MT 59865-9008	shartley@skfs-llc.com
#	Rehbein Enterprises, Inc.	Kahneedah B Rehbein	41448 Ranch Rd Polson, MT 59860-7503	kahneedah@rehbeinenterprises.com
#	SPORTSDRIVE LLC	EDWARD E HASKINS	115 HORNE DR VONORE, TN 37885-2447	edh.sportsdrive@tds.net
#	S&K FEDERAL SERVICES, LLC	Steven Hartley	101 Foy Evans Dr Warner Robins, GA 31088-9211	shartley@skfs-llc.com

#	Coronado Distribution Company, Inc.	Carlos A Flores	345 15TH ST # 100 San Diego, CA 92101-8951	carlos@coronadodc.com
#	LFM Industries Inc. Massey Industries	LISA F MASSSEY	117 N Palmer St Houston, TX 77003-1612	LFMASSEY@MASSEYIND.COM
#	USMILCOM, INC.	RAY SEFRHANS	1952 E MCFADDEN AVE SANTA ANA, CA 92705-4706	RAY@USMILCOM.COM
#	PMA ASSOCIATES, INC.	Henry T Arrington Sr.	306 Bathurst St UPPER MARLBORO, MD 20774-8664	HTArrington@verizon.net

#	NS & ASSOCIATES, LLC	Meredith N Smith	19512 Cameron Mill Parkton, MD 21120-8910	nicole@nsandassoc.com
#	Darok Steel Inc	Heber Figueroa	Rd. 2 Km. 65.7 Arecibo, PR 00612-0000	heber.figueroa@daroksteel.com

#	Growth, Development Marketing, Incorporated GDMINC	GREG A Gates	5963 Freedom Dr Chino, CA 91710-7015	gdmss@gdminc.us
#	Midstate Industrial Inc	Cynthia R Harmon	3939 Royal Dr Nw Ste 131 Kennesaw, GA 30144-6457	info@midstateind.net
#	Sinew Management Group LLC	Phillip A Fox	3949 Hwy 8 Ste 111 New Town, ND 58763-9567	phil.fox@sinewmanagementgroup.com
#	BLACK & GOLD TECHNOLOGY LLC	KEIRAND Daniels	2439 Manhattan Blvd Suite 205 Harvey, LA 70058-5328	kdaniels@bgtservices.net

#	TDX Power Services, LLC	Loren Jalbert	2500 S EMPIRE WAY BOISE, ID 83709-3207	ljalbert@tdxpowerservices.com
#	Cayuse Technologies, LLC	Billy Nerenberg	72632 Coyote Rd Pendleton, OR 97801-1002	Billy.Nerenberg@cayusess.com
#	C.O. SABINO CORPORATION	Valentine Verissimo	301 E Silver Fox Rd Newark, DE 19702-1455	Val@cosabino.com
#	United Global Group Inc. UNITED GLOBAL GROUP	Larry Paige	1320 Central Park Blvd Ste 412 Fredericksburg, VA 22401-4942	larry.paige@unitedglobalgrp.com

#	Autem Novus LLC AUTEM NOVUS	Gwen Weaver	801 E 25th St Ste 102 C Norfolk, VA 23504-1923	gweaver@autemnovus.com
#	Cherokee Nation Aerospace and Defense, L.L.C.	Marcus Hendricks	470739 HIGHWAY 51 STILWELL, OK 74960-9194	mj.hendricks@cherokee-corp.com
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#	MTH Solutions LLC	MARK T HINES	11 Celina St Dayton, OH 45402-8001	mthsolutions@yahoo.com

#	Tools Man, Inc., The Tools Man Industrial Supply, The	Luis F Degregorio	5500 SW 48th St Ste B Davie, FL 33314-4506	luisd@thetoolsman.com
#	Strategic Consulting Alliances, LLC	James M GALLIGAN	419 West Main Street Crisfield, MD 21817-1341	james@sca-sdvob.com
#	Advetage Solutions LLC Advetage Solutions	justin kung	111 Penn St Ste 202 El Segundo, CA 90245-3908	justin@advetage.com
#	Totally Joined For Achieving Collaborative Techniques (TJFACT), LLC TJFACT	TERRENCE EVANS	50 Hurt Plaza SE Ste 1600 Atlanta, GA 30303-2946	terrence_evans@tjfact.com
#	S&K LOGISTICS SERVICES, LLC	Gail Schmer	138 Peachtree Pkwy Byron, GA 31008-4016	gschmer@skls-llc.com
#	Bowhead Marine Support Services, LLC	DARRELL MERON	1000 Shiloh Rd Ste 500 Plano, TX 75074-7221	darrell.meron@bowheadsupport.com

#	Extreme Tactical, Inc. ETI	SHANE CORNELL	5692 JOHN GIVENS RD STE B Crestview, FL 32539-7018	SALES@EXTREMETACTICAL.NET
#	Goldbelt Security LLC	Philip Clayton	603 Pilot House Dr Ste 400 Newport News, VA 23606-1904	philip.clayton@goldbelt.com

#	Jamison Professional Services LLC Jamison Transportation Products	Tony Jamison	2821 S Parker Rd Ste 505 Aurora, CO 80014-2710	tony@jamisontransportationproducts.com
#	1PROSPECT TECHNOLOGIES, LLC ONE PROSPECT TECHNOLOGIES	Lorene Reeder	4694 OLD 8 RD RHINELANDER, WI 54501-2161	lorene.reeder@1Prospect.com
#	REALCO DEVELOPMENT, LLC FORT CANYON REALTY	Jonathan Bradshaw	1310 N FORT CANYON ROAD ALPINE, UT 84004-1136	jbradshaw@realcodev.com
			210 w Napoleon st ste H	

#	Extreme Tire & Service, Inc.	Ronnie Rachal	Sulphur, LA 70663-3362	extremetire@bellsouth.net
#	Brothers Mechanical Services LLC BMS HVAC/R	Harpreet Nijjar	8996 Mike Garcia Dr Manassas, VA 20109-5455	Admin@bmshvacr.com
#	PRIME AIR CORP.	IRIS VINCENT	330 Jose A (Tony) Santana Ave Carolina, PR 00983-1531	iris.vincent@primeaircorp.com
#	Choctaw Defense Manufacturing LLC	John Uvodich	3 Skyway Dr McAlester, OK 74501-7610	juvodich@choctawdefense.com
#	Novele-QRI JV, Inc.	Liza Grudin	308 Montara Dr Seffner, FL 33584-5026	liza.grudin@novelesolutions.com

#	Clint Hatfield Trucking LLC Trucking	Larena R Hatfield	327 Kester Rd Roseburg, OR 97470-8006	clinthatfieldtrucking@hotmail.com
#	Distributed Computing System Solutions Provider Inc. HunaTek Government Solutions	Mike Torres	13900 Lincoln Park Dr Ste 350 Herndon, VA 20171-3264	Mike.Torres@hunatek.com

#	A & A FIRE AND SAFETY COMPANY, LLC	April Ford-Broderick	4380 S 1ST ST Cabot, AR 72023-0000	april.broderick@aaservices.us
#	Revolution Machine Tools, Inc RMT	Kyle Jorgenson	385 N 700 W North Salt Lake, UT 84054-2726	kyle@rmtus.com
#	Chippewa Sustainable Solutions	Raymond J Desjarlais, Jr.	4180 Hwy 281 Ste 160 Belcourt, ND 58316-0000	ray.desjarlais@mail.com



Thu 7/30/2020 10:23 AM

Sarah Reynolds

Notice of Opportunities

To Sarah Reynolds

Bcc Sarah Reynolds; 'archstephens@yahoo.com'; 'riverane@esi-energy.com'; 'pmin@qpipro.com'; 'prita.abraham@addonservicesllc.com'; 'nschloemer@centurylink.net'; 'cesar.borri@safetyplus.us'; 'agarcia@ammaint.com'; 'prita.abraham@addonserviecesllc.com'; 'parkcon48@gmail.com'; 'enrique@ricosservice.com'; 'farha@accentzinc.com'; 'prita.abraham@addonservicesllc.com'; 'Princess.Ousley@ebsleaders.com'; 'johndenny@skms-llc.com'; 'adam@warfeatherllc.com'; 'Rmack@mackglobal.com'; 'Sherman@SjtaylorPC.Com'; 'maconautoparts@bellsouth.net'; 'phil@intellipeaksolutions.com'; 'John@firstresponderfire.com'; 'archstephens@yahoo.com'; 'gcollins@greene-machine.com'; 'sales@allfilters.com'; 'Yvette@Vast-Ind.com'; 'DAVIDE@SAUCEDOCOMPANY.COM'; 'lorene.reeder@1Prospect.com'; 'mstarks@gsgroupmi.com'; 'eddie@nglcompanies.com'; 'misstiritas@att.net'; 'KATINACALLEN@GMAIL.COM'; 'lorene.reeder@1Prospect.com'; 'nschloemer@machistribe.com';

Dear Vendor,

You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes 336120, 423110, 423830, 336212, and 336390 which includes the topic of these Solicitations.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitations **200802 Heavy Duty and Medium Duty Trucks and Trailers** AND **200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services**. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx.

Best Regards,

Sarah Reynolds
Attorney at Law
Deputy General Counsel/Contract Manager
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
Telephone: (866) 839-8477
Direct Line: (903) 575-2673
FAX: (866) 839-8472
https://www.tips-usa.com/

No attorney /client relationship is created and no legal advice is provided via this email if the email is to anyone not a TIPS or ESC 8 employee or contracted worker of same. Emails to a TIPS or ESC 8 employee or contracted worker should be considered a privileged legal communications response unless determined by this attorney or a court of competent jurisdiction to the contrary.

Company Name	Contact Person	Mailing Address	City	Stat	Zip
HOUSTON CHEM SAFE, INC. DBA HCS SUPPLIES	Mary Scaggs	11430 SLASH PINE PL,	THE WOODLANDS	TX	77380-
MDB CONSULTANT	MDB CONSULTANT	2913 85TH ST,	LUBBOCK	TX	79423-
THERMAVUE SOLUTIONS, INC.	JUAN MANUEL RAMIREZ	3195 CALLE CARR,	EAGLE PASS	TX	78852-
J & J EXCAVATING & MATERIALS CO.	Jesse Martinez	4236 N US HIGHWAY 83,	CRYSTAL CITY	TX	78839-
CAPITAL HILL SOLUTIONS LLC	Samuel Kagiri Mwangi	3701 IDA DR,	KILLEEN	TX	76549-
YOLEX TRUCKING & TRANSPORT, LLC	Yolex Trucking and Transport LL	4016 MORROW AVE,	WACO	TX	76710-
WICHITA FALLS FORD LINCOLN, INC.	jeff taylor	5401 KELL BLVD,	WICHITA FALLS	TX	76310-
AGROLAND EQUIPMENT & SUPPLIES LLC	Cesar Moran	21732 STATE HIGHWAY 71 W,	SPICEWOOD	TX	78669-
SKYROCKET LLC	terrunice webber	3017 KIM ST,	BRYAN	TX	77803-
CRAIG'S DIRT SERVICE, L.L.C.	Zane R Brown	PO BOX 2627,	LINDALE	TX	75771-
DOUBLE A DEMOLITION	Amy Wells	1025 HOLLY DR,	ROCKPORT	TX	78382-
RAFAEL TRUCKING LLC	rafael navarro	2050 COUNTY ROAD 109,	HUTTO	TX	78634-
ADVANTAGE SUPPLY	Carol Bane	PO BOX 100695,	FORT WORTH	TX	76185-
JENNRAND DIVERSIFIED, L.L.C.	Manager Randy Randolph	PO BOX 1354,	TATUM	TX	75691-
CLEBURNE FORD, INC.	Al Archer	3800 N MAIN ST,	CLEBURNE	TX	76033-
ARGENT ASSOCIATES, INC.	Bill Donadio	2800 E PLANO PKWY STE 400,	PLANO	TX	75074-
LOGISTICALLY YOURS, LLC	Katrina Thomas	PO BOX 800822,	BALCH SPRINGS	TX	75180-
TLP LOGISTICS, LLC	Tammy Pearcy	28430 JOANIE KAY,	SAN ANTONIO	TX	78260-
SUPERIOR FLEET SOLUTIONS	CEO/Leland Barrow	4710 S INTERSTATE 35,	NEW BRAUNFELS	TX	78132-
DIESEL AND GAS GARAGE, LLC	Jeanene Deen	5169 RANDOLPH BLVD,	SAN ANTONIO	TX	78233
RIVER CITY EXCAVATION, INC.	Cecily Byrom	9214 US HIGHWAY 87 E,	SAN ANTONIO	TX	78263-
UCALL IT WE HAUL IT LLC	John Robinson	2119 HOLLOW CIR,	SAN ANTONIO	TX	78227-
PROTECT ENVIRONMENTAL SERVICES INC	Alicia Cameron	6504 MIDWAY RD,STE 200	HALTOM CITY	TX	76117-
SWIFT MOVERS LLC	Krystle Coronando	226 MARMOK AVE,	SAN ANTONIO	TX	78220-
TYLER MOTOR COMPANY INC	Pam Hall	PO BOX 4905,	TYLER	TX	75712-
LEWIS CLARK TRUCKING, LLC	Duane Lewis Clark	12407 N MO PAC EXPY STE 250,	AUSTIN	TX	78758-
ONE STOP TRUCK SERVICE INC.	Marci Millender Arellano	501 E HUITT LN,	EULESS	TX	76040-
HARRIS TRUCKING SERVICES, LLC	Anthony Harris	PO BOX 677,	DIANA	TX	75640-
SWIFT INTERNATIONAL SERVICE GROUP, INC.	Arthur Thomas	6621 LONG POINT,	HOUSTON	TX	77055-
UV COUNTRY, INC.	Shannon Tracy	PO BOX 2729,	ALVIN	TX	77512-
NORTH HOUSTON CARRIERS LLC	LORNIA PARKER	PO BOX 111394,5902 MOHAWK # F	HOUSTON	TX	77293-
STAR METAL FABRICATION, INC	Stacey Forgason	707 NELSON LN,	WHARTON	TX	77488-

MALFUNCTION JUNCTION AUTOMOTIVE, LLC	Daniel Rodriguez	5712 STATE HIGHWAY 359,	ALICE	TX	78332-
TAT EXPRESS INC.	ADAM GARCIA	116 S INTERSTATE 45 SERVICE RD,	HUTCHINS	TX	75141-
ANCIRA ENTERPRISES	Ernesto Ernesto	10855 W INTERSTATE 10,	SAN ANTONIO	TX	78230-
JOLVAZ, LLC	Jose L. Vazquez	PO BOX 2347,	MCALLEN	TX	78502-
G2 CONSTRUCTION SERVICES, INC.	Shane Gibson	3303 SHELL RD,SUITE 4	GEORGETOWN	TX	78628-
INTERSTATE CHAPARRAL TOWING, INC.	Debbie Haycock	1604 HOWARD LN,	AUSTIN	TX	78728-
COUNTRY BOY TRUCKING &	Esperanza H Seguin	MATERIALS, LLC,240 COUNTY ROAD 7710	DEVINE	TX	78016-
TEXAS TRANSMISSION & AUTOMOTIVE CENTER	Diana Villarreal	PO BOX 29900,	SAN ANTONIO	TX	78229-
MARINELAND OF WACO INC	Vice President/Ken Sorley	5098 S LOOP 340,	WACO	TX	76706
EVCO PARTNERS, L.P. DBA	Donna Hanson President	BURGOON COMPANY,PO BOX 290	TEXAS CITY	TX	77592-
ATLANTIC PETROLEUM & MINERAL RESOURCES,	Tony Ndah	1445 NORTH LOOP W,242B	HOUSTON	TX	77008-
PRODUCTS UNLIMITED, INC.	SUSAN RAITHEL	1900 PRESTON RD,SUITE 267 - PMB 297	PLANO	TX	75093-
COMMERCIAL VEHICLE LEASING, L.P.	Ed Cain	2730 N STATE HIGHWAY 360,	GRAND PRAIRIE	TX	75050-
GLOBE ELECTRIC SUPPLY CO. INC.	EDNA DOUADI	PO BOX 710548,	HOUSTON	TX	77271-
WORTH TRAILER PARTS, INC	Robbie King	4312 E LOOP 820 S,	FORT WORTH	TX	76119-
MAVICH, LLC	FAITH GORDON	525 COMMERCE ST,	SOUTHLAKE	TX	76092-
DARDA MANAGEMENT GROUP, LLC	James Marcel	825 S LOOP WEST,	HOUSTON	TX	77054-
FORWARD TRUCKING, LLC	JOHN FORWARD	3034 CINNAMON GLEN DR,	HOUSTON	TX	77073-
XYPLES, LLC	Tochukwu Okonkwor	2021 GUADALUPE ST,SUITE 260	AUSTIN	TX	78705-
CHOICE TRAILER MANUFACTURING, LTD.	Admin/Gloria Hernandez	25825 FM 529 ROAD,	KATY	TX	77493-
5 STAR EXPEDITED LLC	Johnny Fields	3839 MCKINNEY AVE 155 767,	DALLAS	TX	75204
VED HERITAGE PROPERTIES, LTD	President / Marilyn Brooks	PO BOX 609,	HEWITT	TX	76643
M3 ENTERPRISE LLC	Gay Lazarine Thomas	514 COUNTY ROAD 503,	NACOGDOCHES	TX	75961-
PRICELESS BUSINESS MANAGEMENT LLC	Tameka Hudson	5501 FARNSWORTH AVE,	FORT WORTH	TX	76107-

43

,56 are Hubs , Includes 0 Inactive Vendors

Type=HUB's On CMBL,Section1 Class Code=072,Section2 Class Code=073,Section3 Class Code=071,Section3 Item(s)=(04)



Thu 7/30/2020 8:41 AM

Sarah Reynolds

HUB Notice of Opportunity

To Sarah Reynolds

Bcc Sarah Reynolds; 'mary@houstonchemsafe.com'; 'anitarus70@gmail.com'; 'jmr@thermavuesolutions.net'; 'jandj@jjexcavating.com'; 'samuel@cptlhill.com'; 'yolextandt@gmail.com'; 'jeff.taylor@wichitafallsford.net'; 'Cesar@AgrolandEandS.com'; 'terrancewebber16@yahoo.com'; 'Crgdrtservice@yahoo.com'; 'doubleaademo@gmail.com'; 'rafaeltrucking1@yahoo.com'; 'deals@advantagesupply.us'; 'jennrand@outlook.com'; 'aarcher@cleburneford.com'; 'bdonadio@argentassociates.com'; 'katrina@logisticallyyoursllc.com'; 'tammy@tlplogtx.com'; 'owners@superiorfleetsolutions.com'; 'jeanene@dieselandgasgarage.com'; 'cecily@rivercityexcavation.com'; 'john.robinson1@me.com'; 'acameron@protectusa.net'; 'mainoffice@swiftmoverz.com'; 'pam@hallbuickgmc.com'; 'citytransportersinc@gmail.com'; 'marci@onestoptruckservice.com'; 'bdlmjz@aol.com'; 'arthur@swiftservices.net'; 'shannon@uvcountry.com'; 'houstonlogisticsllc@comcast.net'; 'starmetalfabrication@gmail.com';

Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes 072-00, 073-00, and 071-04 which includes the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 200802 Heavy Duty and Medium Duty Trucks and Trailers. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx.

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Best regards,

Sarah Reynolds
Attorney at Law
Deputy General Counsel/Contract Manager
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
Telephone: (866) 839-8477
Direct Line: (903) 575-2673
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4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

July 23, 2020

Pittsburg Gazette
112 Quitman Street
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE** on **Thursday, August 6, 2020 and Thursday, August 13, 2020**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
200802 Heavy Duty and Medium Duty Trucks and Trailers

200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services

200804 Medical Equipment, Supplies and Services

200805 Science Equipment and Supplies

200806 Holiday and Special Event Lighting

Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad*.**

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

Kristie Collins
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

The Pittsburg Gazette

PUBLISHER'S AFFIDAVIT

State of Texas
(County of Camp)

Before me, the undersigned authority, on this day personally appeared **Toni Rowan**, Publisher of *The Pittsburg Gazette*, a weekly newspaper of general circulation published at Pittsburg in Camp County, Texas, who deposes and says that the advertisement was published in the regular issue(s) of *The Pittsburg Gazette* on August 6 and August 13, 2020.

Signed _____
Toni Rowan

STATE OF TEXAS
COUNTY OF CAMP

Sworn to and subscribed before me on this 17th day of August, 2020, by Toni Rowan.

_____
Notary Public

My commission expires: 8/7/23

Di Ana Paige Duncan
My Commission Expires
08/07/2023
ID No. 132119367

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LEGAL

NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

August 6, 2020

City of Pittsburg
200 Rusk Street
Pittsburg, Texas 75685
903-856-3621

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Pittsburg.

REQUEST FOR RELEASE OF FUNDS

On or about August 24, 2020 the City of Pittsburg will submit a request to the Texas Department of Agriculture (TDA) for the release of Community Development Block funds under Section 104(f) of Title I of the Housing and Community Development Act of 1974 as amended, to undertake sidewalk improvements, under TCF Contract #7219272.

Sidewalk Improvements – Construction shall consist of approximately 910 linear feet of sidewalks utilizing 600 square yards concrete, 500 linear feet curb and gutter, 9 ADA compliant ramps, 400 linear feet of sidewalk retaining wall footing, 700 square feet retaining wall, 300 linear feet French drain, fire lane and parking marking, and all associated appurtenances. Construction will take place along College Street from North Avenue (Martin Luther King) to alleyway; North Avenue (Martin Luther King) from College Street to Jefferson Street; alleyway from College Street 150 linear feet south; and south end of new parking area from alleyway 70 linear feet west.

Parking Improvements – Construction will consist of parking and handicap spaces utilizing 725 square yards cement concrete, and all associated appurtenances. Construction will take place along College Street from 100 linear feet east of North Avenue (Martin Luther King) to alleyway.

Acquisition – Contractor shall carry out all acquisition of needed real property, easements, and/or rights-of-way incompliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.) and HUD implementing regulations (24 C.F.R. Part 42).

Project will also include all associated administration and engineering services.

This project will be funded with TCF grant funds in the amount of $350,000 and $45,000 in local funds (City funds), for a total of $395,000.

FINDING OF NO SIGNIFICANT IMPACT

The City of Pittsburg has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR). The ERR will be made available to the public for review either electronically or by U.S. mail. Please submit your request to Stacy Dorsett, City Secretary, City of Pittsburg, 200 Rusk Street, Pittsburg, Texas 75686 or by email to sdorsett@pittsburgtexas.com.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Pittsburg. Objections must be prepared and submitted via email in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Stacy Dorsett, City Secretary at sdorsett@pittsburgtexas.com. All comments received by August 21, 2020 will be considered by the City of Pittsburg prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The City of Pittsburg certifies to TDA that David Abernathy, Certifying Officer in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. TDA's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Pittsburg to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

TDA will accept objections to its release of fund and the City of Pittsburg certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Pittsburg; (b) the City of Pittsburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by TDA; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. . Objections must be prepared and submitted via email in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Pam Wozniak, Environmental Compliance, at the TDA Office of Rural Affairs at pamela.wozniak@texasagriculture.gov. Potential objectors should contact TDA via email to verify the actual last day of the objection period.

The Honorable David Abernathy
Mayor

NOTICE

The City Council of the City of Pittsburg will conduct a Public Hearing on Monday, August 10, 2020 at 5:30pm at City Hall or virtually online. The city Building Official has determined the below described structure to be substandard and an immediate danger to the public as per the City Code of Ordinance Article 3.03 Dangerous or Substandard Buildings.

The Pittsburg City Council will conduct a public hearing to discuss the immediate demolition of a substandard structure to the protection of life, property or general welfare of the people of the city.

This public hearing notice is directed to the record owner of the structure, all mortgagees, and lien holders. You are requested to attend the scheduled Public Hearing.

Owner of Record: Jose Luis Altamirano 229 Broach St. Lot#9, Pittsburg, TX 75686

Address/Legal Description: Cypress Mobile Home Park, Space 112, Camp County Parcel ID 15265 – 309 Cypress Street #112

If the described structure is found to be in violation of this City of Pittsburg Code of Ordinance, the City Council may order the structure to be removed or demolished within a reasonable time.

PUBLIC HEARING DATE: Monday, August 10, 2020 TIME: 5:30pm

PLACE: Pittsburg City Hall or virtually online (Refer to City Council Agenda)

ADDRESS: 200 Rusk Street, Pittsburg, Texas 75686

AVISO

El Ayuntamiento de la ciudad de Pittsburg llevará a cabo una Audiencia Pública el lunes 10 de agosto de 2020 a las 5:30 pm en el Ayuntamiento o virtualmente en línea. El Funcionario del Edificio de la ciudad ha determinado que la estructura descrita a continuación es deficiente y un peligro inmediato para el público de conformidad con el Código municipal de Ordenanza Artículo 3.03 Edificios peligrosos o subestándar.

El Concejo Municipal de Pittsburg llevará a cabo una audiencia pública para discutir la demolición inmediata de una estructura deficiente a la protección de la vida, la propiedad o el bienestar general de la gente de la ciudad.

Este aviso de audiencia pública está dirigido al propietario del registro de la estructura, a todos los hipotecarios y a los titulares de gravámenes. Se le solicita que asista a la Audiencia Pública programada.

Propietario del Registro: José Luis Altamirano 229 Broach St. Lote 9, Pittsburg, TX 75686

Dirección/Descripción legal: Cypress Mobile Home Park, Space 112, Camp County Parcel ID 15265 – 309 Cypress Street #112

Si se encuentra que la estructura descrita infringe este Código de Ordenanza de la Ciudad de Pittsburg, el Ayuntamiento puede ordenar que la estructura sea removida o demolida dentro de un plazo razonable.

FECHA DE AUDIENCIA PUBLICA: Lunes, 10 de Agosto de 2020 TIEMPO: 5:30pm

LUGAR: Ayuntamiento de Pittsburg o virtualmente en línea (Consulte la Agenda del Ayuntamiento)

DIRECCION: 200 Rusk Street, Pittsburg, Texas 75686

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)

200802 Heavy Duty and Medium Duty Trucks and Trailers

200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services

200804 Medical Equipment, Supplies and Services

200805 Science Equipment and Supplies

200806 Holiday and Special Event Lighting

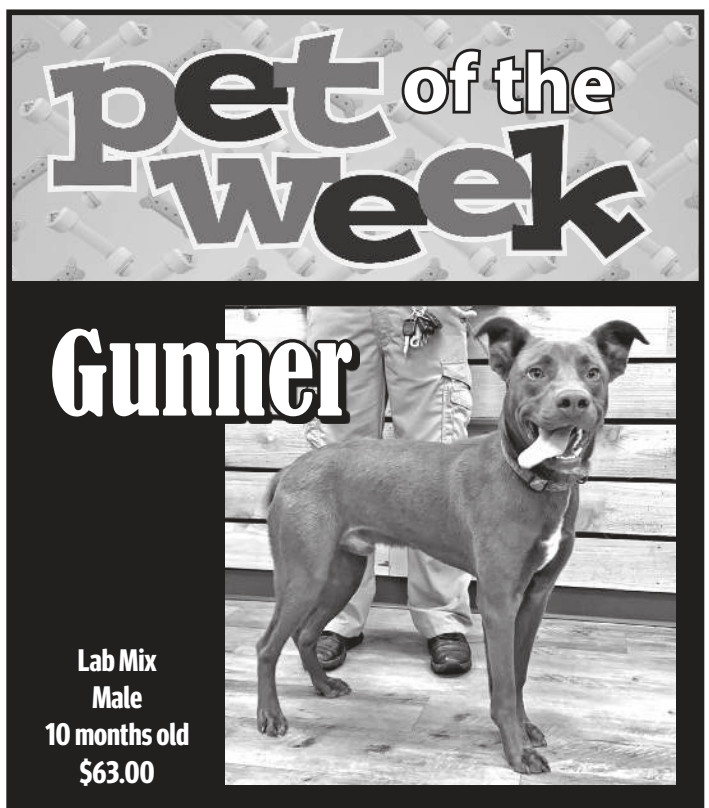
Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

FOR RENT

Strube Properties
903-563-1317
2 BR - Northtown Apts.
1 BR - Village Apts.

Walker Creek Village
22 PR 54607
Pittsburg, TX 75686
903-855-0311
Now accepting applications
- Multi-Family Affordable Housing
- 2, 3, & 4 Bedroom Apartments
- CH/A
- Patio
- Appliances
- W/D connections
- On-Site Laundry
- Community Room
- Social Services
- Office Open 8-5 Weekdays

Equal Housing Opportunity
Handicap Accessible



Mount Pleasant Animal Shelter
1500 N Mulberry • Mount Pleasant, Texas 75455
903-575-4174

SERVICES

Denney Land Surveying, LLC
903-577-0424
www.denneylandsurveying.com
Firm Registration No. 10194010
Major credit cards accepted. Financing available through PayPal™ Bill Me Later®

STORAGE

Pittsburg Storage
Sizes from 5x10 to boat size.
903-563-1317

E-Z SELF STORAGE
Hwy 271, Pittsburg
903-856-3611
Clean, insulated, card operated security gates, 24 hour access. Moving supplies and U-Haul Dealer.

GARAGE SALES

Garage Sale Friday 7th & Saturday 8th, 2170 CR 4110 Pittsburg, Zepeda Winery

Yard Sale, Saturday, August 8, 316 Dr ML King/North Ave, Pittsburg. Women's clothes, kitchen and housewares. Old as grandma/Vintage items and classy crap. Come on by and put our junk in your trunk from 8 - Noon.

To advertise your
GARAGE SALE
call 903-856-6629

HELP WANTED

Pittsburg Sonic now taking applications, good pay starting out. We need people for day shift and night shift. Apply online go to http://bit.ly/DLRApps.

WANT TO BUY

Interested in purchasing topsoil near Pittsburg. Top dollar being paid. Steve Parker 903-767-1065

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LEGAL

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Katherine M. Frazier, Deceased, were issued on August 5, 2020, in Docket No. P-20-10195, pending in the County Court of Camp County, Texas, to: DAVID ROSS FRAZIER, PAUL WESLEY FRAZIER and GERRY KATHERINE SPENCER.

The address of the Independent Co-Executors is:
c/o Adams & Coker, P.C.
4540 Kinsey Dr.
Tyler, Texas 75703

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

Date: August 5, 2020.

ADAMS & COKER, P.C.
Attorneys for the Estate

NOTICE TO CREDITORS

Notice is hereby given that original Letters of Independent Administration for the Estate of Evangeline Louise Mangram, Deceased, were issued on July 24, 2020, in Cause No. P-20-10190, pending in the County Court of Camp County, Texas, to: Carolyn Mangram McCray.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.
Carolyn Mangram McCray,
Independent Executrix of Evangeline Louise Mangram, Estate
c/o Wallace Law Firm
132 Jefferson Street
Pittsburg, Texas, 75686

DATED the 24th day of July, 2020.

JAMES W. WALLACE
Attorney for Carolyn Mangram McCray
State Bar No.: 20769250
132 Jefferson Street
Pittsburg, Texas 75686
Telephone: (903) 856-1111
Facsimile: (903) 856-1113

Notice to all persons having claims against the estate of Wade B. Smith, deceased

Notice is hereby given that original letters testamentary for the estate of Estate of Wade B. Smith were issued to Lisa Brooke Smith Mladenka on July 24, 2020 in cause number P-20-10189 in the County Court of Camp County, Texas. All persons having claims against this estate currently being administered are required to present them within the time and in the manner prescribed by law to Ms. Mladenka c/o Brad Strottman, 123 Tapp Street, Pittsburg, Texas 75686.

Dated July 24, 2020.

Brad Strottman, Attorney
State Bar No. 24033363
123 Tapp Street
Pittsburg, Texas 75686
903-856-9455
Attorney for Lisa Brooke Smith Mladenka

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

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‘We just have to survive this trip’

Marlins’ motley crew pulls out inspiring win in return

Gabe Lacques
USA TODAY

BALTIMORE – They ran sprints down hotel hallways, rolled up sanitary socks into makeshift baseballs and tossed them into mattresses, even stepped around dirty room-service dishes to take part in Zumba classes, all mitigating physical hurdles even if the greater challenge was mental.

For nine days, the Marlins were not a team but rather a grim experiment in pandemic baseball gone wrong, forced into various modes of isolation and quarantine as their luxury accommodations in Philadelphia felt more and more like captivity.

Finally, Tuesday night at Camden Yards, the Marlins returned to a baseball field, but it was almost impossible to deny that this was a team splintered into thirds.

The first team was thousands of miles away: 18 players and three staff members who tested positive for the novel coronavirus and were shipped back to Miami from Philadelphia on sleeper buses, now in isolation and, we can only hope, on the way to recovery.

The second team is what’s left of the first, a group the Marlins are calling the “Trece” – Spanish for 13 – a baker’s dozen of players who dodged COVID-19 but were forced to isolate in Philly for eight days until they were deemed healthy.

The third team? Just consider them the most motley crew of Marlins assembled in a franchise that knows strange times – a mélange of rookies, waiver claims and trade acquisitions tossed together in a week’s time in a madcap attempt to make the roster whole.

Tuesday, the “Trece” and the fresh Fish came together – many of them having never met in person until arriving at Oriole Park – to see what kind of season they might salvage. The results were nothing short of inspiring.

Pitching less than a month after the death of his father, Pablo Lopez – reduced to mattress baseball in his Philly digs – spun five innings of one-hit, scoreless ball against the Orioles.

Veteran catcher Francisco Cervelli punctured the quiet of a scoreless tie with a fifth-inning home run. Three innings later, Jesus Aguilar blasted a ball even deeper over the left field wall. It was his third home run in four games, never mind that the first came nearly 11 days ago.

Two innings of one-hit relief were turned in by James Hoyt and Richard Bleier, who manager Don Mattingly did not meet until Tuesday afternoon, as they waited to get their temperatures checked before boarding the bus to the ballpark.

It was just a 4-0 victory over a rebuilding team, albeit one that improved the Marlins’ record to 4-2 – the finest winning percentage in a season when several teams are well past the 10-game mark.

More than that, it was a modicum of relief.

“We’ve been through a lot,” a visibly drained Mattingly said on a postgame video call. “We didn’t know quite how we’d react. You get tested and you have to persevere and you learn from a lot of situations. We knew we had a good group of guys. We miss the guys who are gone. We just have to survive this trip.”

A trip that was supposed to be one week but is just reaching the halfway point of a 22-day odyssey that cast the eastern portion of MLB’s schedule into disarray.

The Marlins must make up seven games after they lost a week of baseball following the nightmare array of positive tests that waylaid their roster. It began the morning of July 26, when starting pitcher Jose Urena, first baseman Garrett Cooper and outfielder Harold Ramos all tested positive for COVID-19, joining catcher Jorge Alfaro.

Miami played and defeated the Phillies that day, a controversial choice to carry on by league and team. But the bad times were just beginning.

Rather than return home, the Marlins got marooned in Philadelphia as positive tests kept spiraling and, ultimately, taking out Nos. 1-2-3 in their rotation – Sandy Alcantara, Caleb Smith and Urena, and seven members of their bullpen.

The hell of the unknown settled over their hotel.

“The lack of not knowing anything,” Mattingly said of the mental anguish. “We left the ballpark in Philly, we’d lost four guys, and you think that’s it. You plan to leave the next morning. The next morning, the tests come back, awful.

“And then it’s Friday back to Miami. And then that becomes Sunday. You knew guys were getting more frustrated with being locked up in a room, being frustrated with all the stuff out there. We have to move on. It’s good to get back on the field, move forward, talk about baseball.”

Yet still so much had to happen before they could.

Makeshift roster

The avalanche of transactions that occurred Tuesday – 13 players to the injured list, 18 more added to the 40-man or active roster – culminated an unprecedented flurry of pandemic-driven roster activity.

“You never anticipate needing to replace 18 players,” said Michael Hill, the Marlins’ president of baseball operations.

So Hill activated every corner of his organization, from player development to pro scouts to calling in a few solids from execs around the league. Here’s what he came up with:

Not one, but two pitchers named Josh Smith.

An Olympic silver medalist in short-track speedskating who’d make his first major league roster at 30, one of four new Marlins who’d yet to set foot on a big league field.

Seven guys off the scrapheap, either claimed on waivers, or recently released, or acquired for “cash considerations.”

Tuesday night, somehow, it coalesced.

Aguilar looked like he hadn’t missed a beat since the shutdown, and that’s no coincidence. He relied heavily on Zumba classes in his room to stay limber and in the eighth inning destroyed yet another baseball, putting the bow on an emotional victory.

“We’ve been waiting for this moment for 15 days,” says Aguilar. “It was a great moment for us.

“A lot of new guys with the same goal, pushing in the right direction. Now, we’ve got to keep going.

“We have to. We don’t got no choice. We’ve been through a lot.”

Indeed, the human element can’t be underestimated.

Infielder Miguel Rojas – perhaps the team’s best player and its undeniable face – was among those testing positive for COVID-19 and noted in a video call this week the hidden emotional toll.

“It tells you a lot about we’re suffering,” he said. “We’re human beings, not just baseball players. We’re suffering from this virus. We’ve got another 15 teammates that got the virus. This has to bring awareness. Not just to our team but to everybody throughout the league.”

Tuesday, Rojas’ exuberance could not be contained on Twitter, as he rooted on his mates and most notably Lopez, who had gone nearly 11 months since throwing a meaningful pitch.

Lopez stayed sharp during the four-month industry shutdown and looked good early in summer camp. But after the first week, his father died suddenly of a heart attack and Lopez left the team for several days.

Lopez returned to the team by the opener but did not pitch before the hiatus. So he balled up socks and threw into his mattress in his Philadelphia hotel room, just one man on his mind all the while.

“Finding myself alone in my hotel room in Philadelphia, that wore me down mentally,” says Lopez, 24. “But thinking of him kept me going. I kept having conversations with him there. I enjoyed that feeling of someone on my shoulder watching over me.

“He helped me get through that time in Philly, making sure I was doing everything right.”



Jesus Aguilar reacts after hitting a solo home run during the eighth inning Tuesday against the Orioles.
TOMMY GILLIGAN/USA TODAY SPORTS

Motley crew

Minus Alcantara, Urena and Caleb Smith, Lopez might be the Marlins’ ace by default. It wouldn’t be the oddest look on their roster.

The club now counts a 2014 Olympic silver medalist among its ranks: Eddy Alvarez, a 30-year-old rookie outfielder who wowed the club with his versatility in both spring and summer camps.

“Just a tremendous story on stick-to-it-iveness, attention to his craft as a professional baseball player,” Hill says of Alvarez, a Miami native who spent six seasons in the minors with the White Sox and Marlins after winning silver in the Sochi Games. “Being on the major league roster for the first time at that age is just a tremendous credit to him and his hard work.”

Alvarez is one of four Marlins hastily added to the roster who have never played in the big leagues, the other three – pitchers Jorge Guzman and Daniel Castano and outfielder Monte Harrison arriving in trades involving Giancarlo Stanton, Marcell Ozuna and Christian Yelich, respectively.

Those deals signaled a teardown and perhaps an eventual strong young core. Now, the Marlins are building back up in a fashion nobody could have imagined.

They can only hope the worst is behind them.

“We’ve been in the hotel a long time,” says Mattingly. “Guys are happy to be out of there. We expect to win, honestly. It will be a different look. But I think we expect to win.”

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MLS IS BACK TOURNAMENT WINNERS AND LOSERS

Orlando surprises; Timbers take title

Jim Reineking
USA TODAY

The first (and hopefully not last) MLS is Back Tournament concluded with the Portland Timbers prevailing over upstart Orlando City in Tuesday night's finale at the ESPN Wide World of Sports Complex.

Coach Giovanni Savarese's Timbers didn't just win a one-of-a-kind trophy but also earned a spot in the 2021 CONCACAF Champions League competition.

Despite the premature exits of two teams – FC Dallas and Nashville SC – before the tournament started due to positive coronavirus tests, MLS is Back could be considered a success, helping reinforce the idea that sports can be played safely inside a bubble during a pandemic.

As the league moved forward with its regular season restarting (again) Wednesday, here's a look back at the best and worst from the month-long World Cup-style tournament.



The Timbers' Larrys Mabiala celebrates his goal in a 2-1 win over Orlando City in the MLS is Back Tournament final Tuesday. DOUGLAS DEFELICE/USA TODAY SPORTS

WINNERS

Orlando City SC: Orlando advancing to the final was a pleasant surprise for a team that hadn't experienced any success since joining the league in 2015. New coach Oscar Pareja appears to have turned this perpetual loser into a force to be reckoned with. Meanwhile, star player Nani turned back the clock to his former European splendor.

Young American players: The U.S. men's national team (USMNT) might have failed to qualify for the last World Cup, but there's plenty to be excited about with the team moving forward. Young players are breaking through on clubs in Europe's top leagues. There are also a number of emerging USMNT prospects in MLS. Here are those who impressed the most in Orlando, Florida:

- **Ayo Akinola, forward, Toronto FC:** The 20-year-old notched five goals in three games and was a breakout sensation in the early portion of the tournament. Akinola is eligible to play internationally for either the U.S., Canada or Nigeria. Having played for the U.S. Under-15, U-17 and U-20 national teams, Akinola has yet to be capped by the senior team.
- **Brenden Aaronson, midfielder, Philadelphia Union:** The Union's efforts with its developmental academy are starting to pay huge dividends, as Aaronson, 19, and defender Mark McKenzie, 21, have been the topics of Euro transfer rumors.
- **Jeremy Ebobisse, forward, Portland Timbers:** The 23-year-old is vital off the field as a key voice in the league's new Black Players Coalition and he performed admirably on it for the winners.
- **Eryk Williamson, midfielder, Portland Timbers:** The 23-year-old has yet to earn his first USMNT call-up but was a vital cog in the Timbers' midfield.
- **Chris Mueller, forward/midfielder, Orlando City SC:** Three goals from Mueller, 23, in group play helped power the Lions into the knockout rounds.
- **James Sands, midfielder, New York City FC:** NYCFC's first homegrown signing, Sands, 20, is another candidate to make a move to Europe's top leagues.

Black Players Coalition: Launched on Juneteenth, the efforts of the league's coalition were ubiquitous at the month-long tournament. The Black Players for Change made their first move before Orlando City and Inter Miami played the tournament's opening game on July 8. More than 170 of the league's Black players lined the field, lifting their fists into air in a moment made more powerful by the silence from having no fans in attendance. The statement lasted 8 minutes and 46 seconds to honor George Floyd, who was killed while in police custody in Minneapolis.

LOSERS

Frank de Boer: Atlanta United – a popular pick to contend for the tournament title – crashed out of the competition after three scoreless games. It was a dismal showing for what once was one of the most entertaining teams to watch. After the tournament, Atlanta parted ways with de Boer, and now one of MLS' premier franchises has hit a low point in its brief existence.

Los Angeles Galaxy: The Galaxy managed just one tie at the tournament, and it took a stoppage-time penalty kick to do it in the team's third and final game. That keeps the Guillermo Barros Schelotto-led Galaxy in the cellar of the Western Conference, sitting two points behind FC Dallas, which didn't even get to play at MLS is Back. The low point, of course, was a 6-2 drubbing at the hands of in-city rival LAFC.

Inter Miami CF: By losing in its first two MLS games before the league shut down in mid-March, and then going 0-3 inside the bubble in Orlando, Inter Miami earned the unenviable distinction of being the first MLS expansion team to lose its first five games. David Beckham's team is still a work in progress, and help appears to be on the way in 2018 World Cup winner Blaise Matuidi, who has agreed to a deal with Inter Miami according to multiple reports.

Indians' fiasco is case study in carelessness



Bob Nightengale
Columnist
USA TODAY

Come on guys, really?

Chicago has some of the best restaurants and nightlife in the country, but as much as you might want to believe you can take on the city and win, it remains undefeated.

Unlike you, Chicago isn't going to wake up in the morning having to deal with any of the fallout from the night before.

Over the weekend, the Windy City showed off its power of temptation yet again by bringing Cleveland's baseball team to a screeching halt.

Specifically, starting pitchers Zach Plesac and Mike Clevinger.

The two went out on the town Saturday night, tried to sneak past MLB's security at their downtown hotel, and, yep, were caught red-handed.

Normally, you could shrug it off – but not this season.

Not in the middle of a pandemic.

Not when one careless move can bring down your entire team.

Just ask the Marlins and Cardinals.

The Marlins are back playing after being out eight days, but the defending NL Central champion Cardinals haven't played a game in two weeks and don't know when they'll return to action.

Fully aware of the seriousness of coronavirus, and knowing you have a starting pitcher on your staff who's a leukemia survivor – Carlos Carrasco – how can you dare be so reckless?

"This one kind of hurts," said Cleveland's Terry Francona, returning to manage the team for the first time since missing eight games with a gastrointestinal issue, which along with his hip and back ailments have led to five or six hospitalizations since February, on Tuesday. "We talked about it as a team today. We will deal with it as we always do. We care about each other, but that doesn't mean you don't get disappointed with each other, or mad at each sometimes. Not being vindictive, how do we make it better so it doesn't happen again?"

It's the ultimate responsibility to every single Cleveland player and staff member to ensure everyone's safety, relying on everyone to do the right thing.

"They hurt us bad," said Adam Plutko, who serves as one of Cleveland's representatives to the MLB Players Association. "They lied to us. They sat here in front of you guys and publicly said things that they didn't follow through on."



The Indians placed pitcher Zach Plesac on the restricted list. AARON DOSTER/AP

Cleveland President Chris Antonetti put both players on the restricted list to isolate them from the rest of the team. They were to undergo COVID-19 tests on Wednesday and won't be permitted to rejoin the team until at least Friday.

Plesac and Clevinger went out together after their 7-1 victory over the White Sox. Plesac, who grew up 45 minutes from Chicago, just won his first game of the season that afternoon and wanted to celebrate.

Plesac, 25, put out a statement Sunday night apologizing for his actions and then doubled down on his remorse on his Instagram post.

"Life can throw some crazy things at you," he wrote, "but how you respond is the testament. What you think is harmless can actually have consequential outcomes...and the lesson learned is this: The most important thing we can do is take care of EACH OTHER. Putting others first, and having the character to understand why there is a greater impact if we are selfless."

Clevinger, 29, issued a statement of his own Tuesday. "In Chicago, I made the mistake of violating the protocols but the biggest mistake of all was not immediately coming clean to my teammates," Clevinger said. "I owe them better. ...

"There is no excuse for my actions, and I can only take responsibility and learn from my mistakes."

Certainly, for a team battling to regain supremacy in the American League Central, and with the pitching talent capable of taking the Indians to the World Series, they can ill afford self-inflicted blunders.

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Call **866-839-8477** for problems with website or questions.

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PUBLICATIONS

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4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

July 23, 2020

Daily Journal of Commerce, Inc.
Attn: Michelle Ropp
SDS 12-2632 PO Box 86
Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on **Friday, August 7, 2020 and Thursday, August 14, 2020**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
200802 Heavy Duty and Medium Duty Trucks and Trailers

200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services

200804 Medical Equipment, Supplies and Services

200805 Science Equipment and Supplies

200806 Holiday and Special Event Lighting

Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad*.**

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

Kristie Collins
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL DJC PUBLIC NOTICE

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
200801Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
The Interlocal Purchasing System; Bid Location Pittsburg, TX, Camp County; Due 09/18/2020 at 03:00 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **2** time(s) in the following issues:

8/7/2020 8/14/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **14th** DAY OF **August, 2020**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

THE INTERLOCAL PURCHASING SYSTEM
PROCUREMENT SOLICITATIONS
Proposals Due 3:00 pm, September 18, 2020
REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)

200802 Heavy Duty and Medium Duty Trucks and Trailers

200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services

200804 Medical Equipment, Supplies and Services

200805 Science Equipment and Supplies

200806 Holiday and Special Event Lighting

Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Aug. 7 & 14, 2020.

11903399

Kristie Collins
The Interlocal Purchasing System (Tips)
4845 US Highway 271 N
Pittsburg, TX 75686-4303

Order No.: 11903399
Client Reference No:

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

08/06/2020

M. Singleton

Mattinisha Singleton, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

8/12/2020

M. Monic McChristian

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



THE INTERLOCAL PURCHASING SYS	449520-01
KRISTIE COLLINS PO BOX 1894 MOUNT PLEASANT, TX 75456	

Documents are available at www.questcdn.com. You may download the digital plan documents for $30.00 by inputting **QuestCDN Project No. 7243853** on the website's project search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of project documents is also available for a nonrefundable price of $150.00 per set, which includes shipping. Contact Engineer at (541) 269-0732 if you have any questions.

A Pre-Bid Conference will not be held.

All Bidders must be "equal opportunity employers" and comply with the appropriate provisions of state and federal law. In addition, all Bidders are required to comply with ORS 656.017 regarding Workers' Compensation. Bidder, Contractor, and subcontractors are required to be registered with Construction Contractors Board.

Pursuant to ORS 279C.505(2), all Bidders must certify with their Bids that they have an employee drug testing program in place. If awarded a Contract, Bidder must provide proof of such drug testingprogramwhenexecutedAgreements are returned to Owner.

Bidders must prequalify with Owner as specified in the Instructions to Bidders, five (5) days prior to Bid opening.

Each Bidder must submit a First-Tier Subcontractor Disclosure Form to the Owner within two working hours of the time for receipt of Bids in accordance with ORS 279C.370. Each Bidder must also submit Evidence of Authority to Sign Bid and Evidence to do Business in the State within two working hours of the time for receipt of the Bid.

The Contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815. ORS 279C.800 to 279C.870 will be administered and enforced in a manner that is consistent with state law and regulations adopted or guidelines issued in accordance with related acts.

No Bid will be received or considered by the Owner unless the Bid contains: 1) a statement that Bidder will comply with the provisions of 40 USC 276a and ORS 279C.840 and 2) a statement as to whether the Bidder is a resident Bidder as defined in ORS 279A.120.

Work under this Contract is funded by FEMA Public Assistance Grant Portal Project #110207 under DR 4452 administered by OEM.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

The Owner reserves the right to reject any or all Bids, to waive all informalities, and to accept such Bids that in the opinion of the Owner are in the best interest of the Owner. No Bidder may withdraw or modify this Bid after the hour set for the receipt of Bids, and thereafter until the lapse of 70 days from the Bid opening.

Dated this 31st day of July 2020.

Owner: Curry County Road Department
By: Richard Christensen
Title: Roadmaster

Published:
Curry Coastal Pilot
Brookings, Oregon
August 7, 2020
Daily Journal of Commerce
Portland, Oregon
August 7, 2020
Port Orford News
Port Orford, Oregon
August 5, 2020
Curry County Reporter
Gold Beach, Oregon
August 5, 2020
Published Aug. 7, 2020. 11906920

WASHINGTON COUNTY
SOLE SOURCE PROCUREMENT NOTICE OF INTENT (#2020.077SA)

In accordance with Washington County Purchasing Rule 15-060, Sole Source Procurements, the County hereby gives public notice of its intent to contract with Hyphn for a five-years (August 31, 2025) for the purchase of Steelcase furnishings up to $2,000,000. The list of Steelcase to be considered for purchase under this sole source allowance are:

- Wall/cubicle panels including glass stackers and all associated mounting hardware.
- Wall panel accessories including but not limited to white boards, coat hooks, organizers etc.
- Worksurfaces including legs and associated mounting hardware.
- Pedestals, Overhead storage & Shelves.
- Lateral File Cabinets.
- Power distribution & cable management for wall panels.
- Bookcases.
- Steelcase task chairs as standardized by Facilities which are currently Leap, Think and Ami but may change as chair styles are retired or new technology is introduced. These chairs may not meet ergonomics needs but can be utilized outside those staffing needs.

The County is requesting the sole source designation based on the findings that this product is only available from one source. The County standardized on the Steelcase brand for systems furniture and accessories in March 1991. No other manufacturers will be accepted.

Any entity wishing to protest this sole source procurement must do so within seven (7) calendar days from date of this notice. All protests must be delivered in writing to:

Suzi Fulcher, Purchasing Manager
Washington County Purchasing Division
155 North First Avenue MS 28
Hillsboro, Oregon 97124.

Dated this 6th day of August 2020

Suzi Fulcher
Purchasing Manager

Published Aug. 7, 2020. 11907081

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM
PROCUREMENT SOLICITATIONS
Proposals Due 3:00 pm, September 18, 2020
REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
200802 Heavy Duty and Medium Duty Trucks and Trailers
200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services
200804 Medical Equipment, Supplies and Services
200805 Science Equipment and Supplies
200806 Holiday and Special Event Lighting

Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Aug. 7 & 14, 2020.
11903399

MIDCOAST WATERSHEDS COUNCIL
LOWER DRIFT CREEK TIDAL RESTORATION DESIGN
Bids due: September 11th, 2020 5 PM
REQUEST FOR PROPOSALS

The MidCoast Watersheds Council requests proposals for a Lincoln County, OR tidal wetland restoration design project. This project requires an engineering firm with prior experience completing tidal restoration or similar project designs. This alternatives analysis design project will evaluate restoration actions, based on two conceptual designs, for removing fish passage barriers, improving estuarine habitat complexity, and restoring floodplain connectivity to 80 acres of tidal wetlands.

Request the full project description and bid documents from evan@midcoastwc.org or call (541) 265-9195. A mandatory site visit will take place on August 18th at 1 PM at the project site.

Published Aug. 7 & 10, 2020.
11906980

YAMHILL COUNTY
OPERATION AND MANAGEMENT OF A SCHOOL BASED HEALTH CENTER
Proposals due 5:00 pm, September 4, 2020
REQUEST FOR PROPOSALS (RFP)

NOTICE TO PROPOSERS: Yamhill County Health and Human Services Department ("HHS") invites proposals for the management and operation of a school-based health center ("SBHC") in Yamhill County to deliver acute, chronic and preventive health services to school--aged children in accordance with Oregon Health Authority Standards for Certification for School-Based Health Centers. Copies of the Request for Proposal ("**RFP**") document may be obtained from: Yamhill County Health and Human Services, ATTN: Terry Malay (malayt@co.yamhill.or.us), 330 NE Kirby, McMinnville, OR 97128 Phone: 503.434.7523 Fax: 503.474.3850

HHS seeks proposals from qualified firms or organizations with experience in all aspects of the management and operation of SBHCs or similar health centers.

ALL PROPOSALS MUST BE RECEIVED BY HHS BY 5:00 PM, LOCAL TIME ON SEPTEMBER 4, 2020. NO PROPOSALS SHALL BE ACCEPTED AFTER THIS TIME AND DATE.

All correspondence and sealed proposals shall be directed to Yamhill County, Health and Human Services, SBHC RFP, ATTN: Terry Malay, 330 NE Kirby, McMinnville, OR 97128. Five (5) copies of the proposal should be submitted for review. **HHS will not be responsible for any costs incurred by Proposers (as defined herein) in response to this RFP and reserves the right to (i) reject any or all proposals received that are not in compliance with all prescribed procedures and requirements, (ii) reject for good cause any and all proposals upon the finding that it is in the public interest to do so and (iii) waive any and all informalities.**

THERE WILL BE A MANDATORY VIRTUAL PRE-PROPOSAL MEETING AUGUST 24, 2020 AT 2:00 PM, . Proposers must express interest by email to malayt@co.yamhill.or.us no later than 5:00 p.m. on August 21, 2020 in order to participate.

STATEMENTS MADE BY YAMHILL COUNTY REPRESENTATIVES AT THE PRE-PROPOSAL MEEING ARE NOT BINDING ON YAMHILL COUNTY UNLESS CONFIRMED BY WRITTEN ADDENDUM.

QUESTIONS AND/OR CLARIFICATIONS ABOUT THE RFP MUST BE SUBMITTED TO TERRY MALAY AT THE ABOVE LISTED ADDRESS NO LATER THAN 5:00 PM, LOCAL TIME, ON AUGUST 28, 2020. ONCE THE DEADLINE FOR RECEIVING QUESTIONS HAS PASSED, HHS SHALL PREPARE AND DISTRIBUTE RESPONSES TO THE QUESTIONS TO ALL PARTIES WHO HAVE REQUESTED A COPY OF THE RFP.

Proposing entities or organizations ("**Proposer**") must not be on the Comptroller General's list of ineligible firms. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Disadvantaged Business Enterprises (DBEs) shall be afforded full opportunity to submit proposals.

Published Aug. 7, 2020. 11907073

NOTICE TO OFFERORS
MEDICAL AND SAFETY SUPPLIES AND EQUIPMENT
RFP #21-03PV

Paradise Valley Unified School District as the Lead Agency of 1GPA will receive sealed responses at: 15002 North 32nd Street, Phoenix, Arizona 85032 and digital through Bonfire (https://pvschools.bonfirehub.com/portal) Until Tuesday, September 1, 2020 @ 1:00 PM (AZ Time Zone) Sealed responses will be publicly opened in the Purchasing Conference Room immediately following the deadline for receiving responses at the location above. Solicitations may be downloaded online at www.publicpurchase.com or via AZ Purchasing at www.azpurchasing.org For additional information please Contact Rebecca Seifert at 480.524.2593 or rseifert@1gpa.org

Published Aug. 7, 2020. 11906884

ROGUE VALLEY COUNCIL OF GOVERNMENTS
U.S. EPA BROWNFIELD GRANT APPLICATION AND IMPLEMENTATION ASSISTANCE
Qualifications due 5:00 pm, August 28, 2020
REQUEST FOR QUALIFICATIONS

The Rogue Valley Council of Governments will be receiving Requests for Qualifications for a qualified consulting and/or planning firm to provide assistance with: (a) securing United States Environmental Protection Agency (U.S. EPA) and potential other federal or state grants for the assessment, cleanup, or redevelopment of brownfields properties with the potential coalition areas of Medford and Central Point Urban Growth Boundaries (UGB) and Jackson County's White City Urban Containment Boundary (UCB), and (b) implementation of environmental assessment, remedial planning, community outreach, and other environmental or planning components of grants which funding is secured.

One (1) original and five (5) copies of the proposal must be submitted by 5:00 p.m. PST on August 28, 2020. The mailing and hand delivery address is: Rogue Valley Council of Government offices, 155 N. 1st Street, P.O. Box 3275, Central Point, OR 97502.

The RFQ document can be accessed here: http://rvcog.org/brownfield-rfp/

For inquiries concerning the RFQ contact Greg Stabach at 541-423-1370 or gstabach@rvcog.org.

Dated this: Friday, August 7, 2020

Published Aug. 7, 12, & 17, 2020.
11905641

CITY OF Vancouver WASHINGTON
STREET LIGHT MATERIALS
Bids due 11:00 am, August 25, 2020
INVITATION TO BID
ITB #20-28

Notice is hereby given that the City of Vancouver, Washington, will receive sealed bids up to the hour of 11:00 a.m., Pacific Local Time, August 25th, 2020 and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington, for the following:

This contract provides for the purchase of street light material on an "as needed" basis, all in accordance with these Contract Provisions, and the Bid Specifications.

The City of Vancouver in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

Bidding documents may be examined in Owner's office, Vancouver City Hall, 415 W 6th St, Vancouver Washington. Bidding documents may be obtained from the City of Vancouver Procurement Services website at: https://vancouver.procureware.com/Bids. These are available for viewing, downloading and printing on your own equipment, free of charge.

Published Aug. 7, 2020. 11906931

CITY OF BEND
BODY WORN & IN VEHICLE CAMERA PROJECT VIRTUAL VENDOR FAIR

The City of Bend requests interested vendors' participation in a virtual vendor fair. The City intends to implement a body worn and in vehicle camera system that meets local, state and federal requirements for functionality, quality, storage, and retrieval capabilities.

The virtual vendor fair will assist the City in gathering information to prepare a future Request for Proposals (RFP). Participation is encouraged but not required to propose on the RFP. Vendors planning to participate are asked to contact Heather Herauf via email hherauf@bendoregon.gov no later than close of business on **August 17, 2020** for information on how to participate. Vendors who RSVP will receive an email with additional details and an invitation to join the virtual meeting.

Heather Herauf
Senior Procurement Analyst
541-693-2156

Published Aug. 7, 2020. 11906997

END OF FIRST TIME PUBLISHED

CONSTRUCTION

MULTNOMAH COUNTY DRAINAGE DISTRICT #1 (MCDD) ON BEHALF OF MCDD & SANDY DRAINAGE IMPROVEMENT COMPANY (SDIC)
GRAVITY OUTFALL IMPROVEMENTS DESIGN AND CONSTRUCTION SUPPORT
Digital Proposals due by 2:00 p.m., August 27, 2020: see ORPIN listing for exact details.
REQUEST FOR PROPOSALS

MCDD and SDIC are seeking proposals from qualified firms to provide engineering design and construction support services for the inspection, design, and repair or replacement of slide gates, tide gates, and related infrastructure for the gravity outfall stations bypassing MCDD's Pump Station #1 and SDIC's Sandy Pump Station in Multnomah County, Oregon. Two separate contracts (one for each District) will be awarded to one firm for an anticipated duration of 3 years each.

Primary Contact, Jim Kanoff, can be reached at jkanoff@mcdd.org. For additional information about MCDD, please visit: www.mcdd.org. For complete RFP, please review ORPIN #C26014-1029-20.

Published Aug. 3, 5, 7 & 10, 2020.
11905669

CITY OF HEPPNER PUBLIC WORKS DEPARTMENT
2020 STREET RECONSTRUCTION PROJECT
Bids due 3:00 pm, August 25, 2020
INVITATION TO BID
August, 2020

Sealed Bids for the **"CITY OF HEPPNER 2020 STREET RECONSTRUCTION PROJECT"** will be received by the City of Heppner, P.O. Box 756, 111 N. Main St., Heppner, OR 97836, until 3:00 p.m. local time on August 25, 2020. First Tier Subcontractor Disclosure Forms will be accepted until 5:00 p.m. local time on August 25, 2020. The bids will be publicly opened and read at the City Hall, 111 N. Main St., Heppner, OR 97836, at 3:00 p.m. local time on August 25, 2020.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

Estimated Cost Range: $3,100,000 to $3,800,000

The project is separated into four (4) schedules, consisting of, but may not be limited to, the following total estimated unit cost quantities:

SCHEDULE A - GENERAL ITEMS

Mobilization, Lump Sum; Temporary Protection and Direction of Traffic, Lump Sum; Temporary Signs, 200 Sq. Ft.; Temporary Barricades, Type II, 10 Each; Temporary Barricades, Type III, 10 Each; Temporary Plastic Drums, 50 Each; Flaggers, 1500 Hours; Erosion Control, Lump Sum; Sediment Fence, 100 Ft.; Inlet Protection, Type 4, 10 Each; Sediment Barrier, Type 8, 250 Ft..

SCHEDULE B - MAY, GALE, W. WILLOW AND CHURCH STREETS

Removal of Existing Retaining Walls, Lump Sum; Removal of Storm Drain Pipes, 1825 Ft.; Removal of Curbs, 3180 Ft.,; Removal of Walks & Driveways, 2350 Sq. Yds.; Removal of Inlets, 16 Each; Pavement/Concrete Saw Cutting, 605 Ft.; General Excavation, 6400 Cu. Yds.; 8" dia. PVC Storm Drain, 1383 Ft.; 10" dia. PVC Storm Drain, 326 Ft.; 12" dia. PVC Storm Drain, 796 Ft.; Catch Basins, Type G2, 24 Each; Storm Sewer Manholes, Standard, 4 Each; Adjustment of Manhole Lids, 1 Each; Aggregate Subbase, 5200 Tons; Aggregate Base (3/4"-0), 3150 Tons; HMAC, Level 3, 1/2" ACP, 2700 Tons; Concrete Curbs, Standard, 5370 Ft.; Concrete Driveways, 7476 Sq. Ft.; Standard Concrete Walks, 16470 Sq. Ft.; Stamped Concrete Walks, 7512 Sq. Ft.; ADA Compliant Pedestrian Ramps, 2114 Sq. Ft.; Bridge End Guard Rail, 3 Each; 4" Yellow, Broken Line, 650 Ft.; 12" White Pavement Bar, 1590 Sq. Ft.

SCHEDULE C - N. CHASE, E. CENTER AND S. CHASE STREETS

Removal of Existing Retaining Walls, Lump Sum; Removal of Storm Drain Pipes, 124 Ft.; Removal of Curbs, 12 Ft.; Removal of Walks & Driveways, 760 Sq. Yds.; Removal of Inlets, 2 Each; Pavement/Concrete Saw Cutting, 540 Ft.; General Excavation, 2680 Cu. Yds.; 8" dia. PVC Storm Drain, 132 Ft.; 10" dia. PVC Storm Drain, 464 Ft.; 12" dia. PVC Storm Drain, 12 Ft.; Catch Basins, Type G2, 7 Each; Storm Sewer Pollution Control Manhole, 1 Each; Adjustment of Manhole Lids, 4 Each; Aggregate Subbase, 2900 Tons; Aggregate Base (3/4"-0), 1700 Tons; HMAC, Level 3, 1/2" ACP, 1500 Tons; Concrete Curbs, Standard, 3150 Ft.; Concrete Valley Gutter, 652 Sq. Ft.; Concrete Driveways, 8530 Sq. Ft.; Standard Concrete Walks, 7380 Sq. Ft.; Stamped Concrete Walks, 2970 Sq. Ft.; ADA Compliant Pedestrian Ramps, 335 Sq. Ft.; 4" Yellow, Broken Line, 270 Ft.; 12" White Pavement Bar, 175 Sq. Ft.

SCHEDULE D - SANITARY SEWER COLLECTION SYSTEM REPLACEMENT

Removal of Sanitary Sewer Pipes, 670 Ft.; Removal/Abandon Sanitary Sewer Manholes, 8 Each; Mainline Video Inspection, 4000 Ft.; 8" dia. PVC Sanitary Sewer Pipe, 1500 Ft.; 10" dia. PVC Sanitary Sewer Pipe, 1465 Ft.; 12" dia. PVC Sanitary Sewer Pipe, 310 Ft.; 4" dia. PVC Service Connections, 2050 Ft.; 4" dia. PVC Wye, 62 Each; 8"x8"x4" dia. PVC Tee, 42 Each; 10"x10"x4" dia. PVC Tee, 20 Each; 6" dia. Connection with Cleanout, 1 Each; Sanitary Sewer Manholes, 10 Each; Replacement of Manholes Sections, 1 Each; Retrofit Internal Drop in Existing Manhole, 1 Each

SCHEDULE E - WILLOW CREEK PEDESTRIAN BRIDGE

Provide and Install Pedestrian Bridge, Lump Sum

This is a CITY OF HEPPNER Project by and through the CITY OF HEPPNER, fully funded by the CITY OF HEPPNER, and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The City of Heppner will award the contract at the September 14, 2020 City Council Meeting at the City Hall, 111 N. Main St., Heppner, OR 97836, starting at 7 p.m.

Contract Work will commence no later than October 1, 2020. The contractor shall complete all work required in the contract on or before November 1, 2021.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained from Ferguson Surveying and Engineering by e-mail request to Kenny Delano at kennyfse@ortelco.net or by phone at 541-932-4520 between the hours of 7 a.m. to 3 p.m., Monday through Friday.

The City of Heppner is an equal opportunity employer.

Kraig Cutsforth
City Manager

Published Jul. 31; Aug. 3 & 7, 2020.
11905117

CITY OF WOODLAND
GOERIG ST ADA RAMP REPLACEMENT
Bids Due 1:00 pm, August 11, 2020
INVITATION TO BID

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of Woodland Public Works Office at 300 E Scott Ave, Woodland, Washington 98674 until **Tuesday, August 11, 2020 at 1:00 PM**. At this time, the sealed bids will be publicly opened and read. An award of contract is anticipated to be made within 30 days of bid opening. Bid proposals will be received only at the City of Woodland Public Works Office at 300 E Scott Ave, Woodland, Washington 98674. Please call 360-225-7999 to schedule your delivery. With COVID-19 restrictions, bids will be opened outside, behind the building, to keep social distancing. Proposals received after Tuesday, August 11, 2020 at 1:00 PM will not be considered.

PROJECT DESCRIPTION:

This project consists of removing and replacing seven (7) ADA ramps along Goerig St and associated surface restoration including adjacent concrete curb, concrete sidewalk, and Hot Mix Asphalt Pavement.

Bidding documents may be obtained at no cost in PDF format only, from SolicitBid at https://solicitbid.com/Posts/Projects.aspx. Contact SolicitBid at (206) 219-6481 if unable to access the documents on-line. A Plan Holders List is also on the SolicitBid website. Technical inquiries regarding the project should be directed to the City of Woodland consulting engineer, Gibbs & Olson, Inc., 1157 3rd Avenue, Suite 219, Longview, WA 98632 (Phone 360.425.0991, Fax 360.423.3162).

It is the responsibility of the bidders to print and distribute bid documents to potential vendors and sub-contractors. Addenda will be distributed ONLY via Solicit Bid. The City of Woodland accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addenda and/or who do not acknowledge receipt of all addenda in the bid forms.

All Proposals must be submitted on the Bid Form furnished with the Contract Documents, and each Bid Form must be accompanied by a cashier's check, postal money order or surety bond, by a bonding company licensed to do business in the State of Washington, made payable to City of Woodland in an amount not less than five percent (5%) of the total bid. No bidder may withdraw their proposal after the time set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding 30 days. City of Woodland reserves the right to award the bid to the lowest responsible bidder, waive informalities, or reject any or all bids.

City of Woodland is an Equal Opportunity and Affirmative Action Employer. Small, Minority-owned, and Women-owned businesses are encouraged to submit bids.

Published Jul. 20, 22, 24, 27, 29, 31; Aug. 3, 5, 7 & 10, 2020.
11901497

section shall survive the expiration or termination of this Agreement.

Insurance Requirements:

The Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles.

Commercial General Liability insurance shall be written with limits no less than $2,000,000.00 each occurrence, $2,000,000.00 general aggregate.

Aviation Liability or Aircraft Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate.

Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than $2,000,000.00 per claim and $2,000,000.00 policy aggregate limit.

Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

Published Aug. 14, 2020. 11908897

BEAVERTON URBAN REDEVELOPMENT AGENCY CITY OF BEAVERTON

BEAVERTON CENTRAL DISTRICT GARAGE PARKING TECHNOLOGY

Proposals due 2:00 pm, September 9, 2020

REQUEST FOR PROPOSAL SOLICITATION #3709-21B

The Beaverton Urban Redevelopment Agency (BURA) and the City of Beaverton (City) are seeking sealed proposals from qualified consultants to provide parking technology equipment and software to support parking garage operations, availability, access, and revenue control for BURA and the City. This solicitation is intended to be a joint cooperative procurement with BURA and the City. Consultants are invited to submit a proposal outlining their experience and qualifications, equipment and services in performing work directly related to the services required.

Electronic proposals will be received until 2 p.m. on September 9, 2020, via Equity Hub's BidLocker at; https://bidlocker.us/details/1148_Rfp___Beaverton_Central_District_Garage_Parking_Technology

There will be no formal opening. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the vendor unopened.

Solicitation packets may be downloaded from http://apps2.beavertonoregon.gov/Bids/.

Proposers are required to certify non-discrimination in employment practices in accordance with ORS 279A.110(4), and identify resident status as defined in ORS 279A.120(1). Pre-qualification of Proposer is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes and Beaverton's Contract Review Board Policy.

BURA and the City reserve the right (1) to reject any or all proposal not in compliance with public bidding procedures, 2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening, (3) to waive informalities in the proposals, and (4) to select the proposal which appears to be in the best interest of BURA and the City.

Published Aug. 14, 2020. 11909079

HOME FORWARD

RESIDENT RELOCATION SERVICES

Proposals due 4:00 pm, September 2, 2020

REQUEST FOR PROPOSALS NO. 08/20-427

Proposals are requested from qualified Resident Relocation Services providers to provide resident relocation and coordination services at Dahlke Manor Apartments. Home Forward's Procurement & Contracts Department will accept proposals submitted electronically at Home Forward's online submission website - https://bidlocker.us/a/homeforward/BidLocker until **Wednesday, September 2 - 4:00PM**.

Home Forward plans to undertake renovation and repair work at Dahlke Manor Apartments. This property, located in Portland, Oregon, is currently occupy ed and includes 115 units. Home Forward intends to award one contract to a single provider beginning September 17, 2020 and continue throughout the duration of the construction, currently anticipated to conclude March 2022. A non-mandatory pre-proposal conference will take place on **Friday, August 21, 2020 at 10:00 AM** via ZOOM.

Home Forward has established an aspirational goal of 20% participation by Minority-Owned, Women-Owned & Emerging Small Businesses (M/W/ESB) certified by the State of Oregon for this project. Interested M/W/ESB are encouraged to attend the pre-proposal conference and submit proposals.

Electronic copy of the RFP and all required forms may be obtained from Home Forward's online submission website at https://bidlocker.us/a/homeforward/BidLocker. Once the RFP is downloaded from the site, the interested firm will be added to the Prospective Proposers List and receive addenda and the pre-proposal conference invitation.

RFP Contact: Rosie George
Procurement & Contracts Coordinator
Tel: 503.802.8431
Email: rosie.george@homeforward.org

Published Aug. 14, 2020. 11909088

C-TRAN

LABOR & EMPLOYMENT LAW SERVICES

Bids due 11:00 am, September 2, 2020

INVITATION TO BID 2020-27

Clark County Public Transportation Benefit Area (dba C-TRAN) has issued a Request for Proposals (RFP) for Labor & Employment Law Services. This RFP may be found at https://www.c-tran.com/about-c-tran/business/procurement/bid-and-proposal-opportunities. Proposals will be accepted until 11:00 a.m. Wednesday, September 2, 2020.

Published Aug. 14 & 21, 2020. 11908970

PORT OF MORROW

MADISON SUPPLY OF MATERIALS

Bids Due: Sep 1, 2020

BID ADVERTISEMENT #09012020

Bids submitted for Madison Supply of Materials #09012020 must be submitted not later than 2:00 pm, local time, on Sep 1, 2020. At that time, they will be publicly opened. Bids will not be accepted after this hour and date. Port of Morrow will be acting as the General Contractor for this project.

Port of Morrow reserves the right to award or reject for good cause, any or all bids, or to postpone the award of the contract upon finding that it is in the public interest to do so. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279a.120. The bidder is subject to all requirements regarding the payment of Prevailing Wage Rates per Public Works Project ORS 279c.800 to 279C.850.

A copy of the scope of work may be obtained on Aug 12, 2020. Please check our online https://secure.procurenow.com/governments/541/projects

Published Aug. 14, 2020. 11908932

END OF FIRST TIME PUBLISHED

CONSTRUCTION

CITY OF HOOD RIVER

FINAL DESIGN FOR CASCADE AVE 15TH TO 18TH WATER AND SEWER REPLACEMENT PROJECT

Proposals due 5:00 pm, August 31, 2020

REQUEST FOR PROPOSALS

The City of Hood River requests proposals from firms qualified to provide professional engineering services to plan, survey, and design the replacement of 4" lead-jointed water pipe with 8" PVC C900, as well as replacement of 8" concrete sewer pipe with 8" PVC 3034 and replacement of two manholes. The firm, through its proposal, must demonstrate its qualifications, knowledge and experience with similar projects.

This work is located on Cascade Avenue between 15th St. and 18th St.

The lead joint replacement work includes replacing approximately 640 linear feet of 4" lead jointed pipe with 8" PVC C900 pipe. 75 feet of new 8" PVC C900 will also be constructed to connect the line in Oak St. to Cascade Ave. to maintain fire flows in this area.

The sewer line work includes replacing approximately 350 linear feet of failing 8" concrete sewer pipe with 8" PVC 3034, as well as replacing two manholes. A section of this sewer pipe is located within ODOT's right-of-way.

Proposals must be received by **5:00 p.m. on Monday, August 31, 2020** at the City of Hood River Public Works Office, 1200 18th Street (or by mail at 211 2nd Street) Hood River, Oregon 97031. Submittals received after the designated time and date will not be accepted and will be returned unopened.

Due to current social distancing requirements, a pre-proposal meeting will not be held. Questions may be submitted via email to r.rice@cityofhoodriver.gov and will be answered via written addenda.

The City may reject any submittal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all submittals on a finding of the City that it is in the public interest to do so. The City of Hood River reserves the right to reject any and all submittals and to waive any and all informalities in the best interest of the City. The City is not liable for any costs incurred by consultants in replying to this RFP or in preparing for or delivering any oral presentations that may be required during the selection process.

The full Request for Proposals is available from the City of Hood River website http://cityofhoodriver.gov or via e-mail request to M.Messmer@cityofhoodriver.gov

Published Aug. 10, 12, 14, 17, 19 & 21, 2020.

11907642

WASHINGTON STATE PARKS AND RECREATION COMMISSION

CAPE DISAPPOINTMENT STATE PARK - NORTH HEAD OIL HOUSES RESTORATION PROJECT

Bids Due 1:00 pm, August 26, 2020

ADVERTISEMENT FOR BID

Sealed proposals will be received for the following project:

Cape Disappointment State Park - North Head Oil Houses Restoration Project

PROJECT DESCRIPTION: Furnish labor, equipment, supplies, materials, and transportation necessary provide Historic Restoration of the North Head Oil Houses.

PROJECT LOCATION: The project is located at Cape Disappointment State Park near Ilwaco in Pacific County. The site is adjacent to the North Head Lighthouse at the end of North Head Lighthouse Road

ESTIMATED BID RANGE: $690,000 - $780,000

BID OPENING TIME: **1:00PM, Wednesday, August 26, 2020**

PREBID WALKTHROUGH: **11:00 AM, Wednesday, August 19, 2020. Meet at the Project site (Oil Houses)**

PLANS, SPECIFICATIONS, ADDENDA, AND PLAN HOLDERS LIST: Are available on-line through Builders Exchange of Washington, Inc. at http://www.bxwa.com. Click on: "bxwa.com"; "Posted Projects"; "Public Works", "Washington State Parks & Recreation", and "08/26/2020". (Note: Bidders are encouraged to "Register as a Bidder", in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". This service is provided free of charge to Prime Bidders, Subcontractors, and Vendors bidding this project.)

PLANS MAY ALSO BE VIEWED THROUGH: Builders Exchange, Everett WA; Associated Builders And Contractors, Spokane WA; Tri City Construction Council, Kennewick WA; Daily Journal of Commerce, Seattle WA; Weekly Construction Reporter, Bellingham WA; Daily Journal Of Commerce Plan Center, Portland OR; Southwest Washington Contractors Association, Vancouver WA; Lower Columbia Contractor Plan Center, Longview WA; Inland Northwest AGC Plan Center, Spokane, WA; Abadon Reprographics, Spokane, WA; Hermiston Plan Center, Hermiston, OR; Idaho AGC, Boise, ID; McGraw Hill Plan Center, Spokane, WA; Oregon Contractor Plan Center, Milwaukee, OR; Ridgeline Graphics, Wenatchee, WA; Spokane Regional Plan Center, Spokane, WA; Walla Walla Valley Plan Center, Yakima, WA, The Blue Book Building and Construction Network, Jefferson Valley, NY.

Technical questions regarding this project shall be directed to Alex McMurry, Project Representative, telephone (360) 902-0930 or via email at alex.mcmurry@parks.wa.gov.

Bidder Responsibility will be evaluated for this project. In determining bidder responsibility, the Owner shall consider an overall accounting of the criteria set forth in Division 00 - Instructions To Bidders. Please direct questions regarding this subject to the office of the Engineer.

Voluntary numerical MWBE goals of 10% MBE and 6% WBE have been established for this project. Achievement of the goals is encouraged. Bidders may contact the Office of Minority and Women's Business Enterprise to obtain information on certified firms.

Mandatory 15% apprentice labor hours of the total labor hours are a requirement of this construction contract if bids will exceed 1 million. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions to Bidders. Bidders may contact the Department of Labor & Industries, Apprenticeship Section, to obtain information on available apprenticeship programs.

Washington State Parks reserves the right to accept or reject any or all proposals and to waive informalities.

Sincerely,
Manuel Iglesias, Contracts Specialist
Contracts, Grants & Procurement Services

Published Aug. 12 & 14, 2020.

11908156

HOFFMAN CONSTRUCTION COMPANY

HAYWARD FIELD SUITE PROJECT

BID PACKAGE: #2 - ALL OTHER WORK

PRE-BID MEETING: AUGUST 14, 2020 AT 10:00 A.M.

BIDS DUE: AUGUST 25, 2020 AT 2:00 P.M.

REQUEST FOR PROPOSALS

Hoffman Construction Company, Design-Builder ("Contractor") for Hayward Field Suite Project ("Project") being performed for Phit LLC ("Owner") requests sub-bid proposals for **Bid Package #2 - All Other Work**. Bid Items include Concrete, Architectural Woodwork, Roofing, Doors, Frames and Hardware, Glazing, Drywall, Tile, Flooring, Painting, Toilet Compartments/Partitions, Appliances, Furnishings, Fire Suppression, Plumbing/HVAC and Electrical.

A non-mandatory, but strongly encouraged, **Pre-bid Meeting has been scheduled for August 14, 2020 at 10:00 a.m.** at the jobsite. Bidders to meet at the Hoffman jobsite trailer located at 1789 Agate Street, Eugene OR, 97403. ***Attendees must bring/wear their own OSHA-compliant Hard Hat and Safety Glasses, Reflective Vest, Long Pants, Boots and Mask in order to attend the job walk.*** All bidders are encouraged to attend the pre-bid meeting in order to acquaint themselves with the local conditions under which the work is to be performed and to correlate personal observations with the requirements of the Contract Documents. Statements made at the pre-bid meeting by representatives of the Contractor, Owner, Architect, Engineers, and/or others are not binding and do not change the RFP documents or bidding requirements unless such statements are confirmed by written Addendum to the RFP.

Due to circumstances related to COVID-19 it is requested that only essential personnel attend the pre-bid, no more than 2 people per company. The question and answer portion of the pre-bid meeting will be conducted after the tours.

Proposers must utilize the specified PROPOSAL FORM and be emailed to BIDS@hoffmancorp.com, no later than 2:00 p.m., August 25, 2020. Bidders are hereby advised that an affiliate of Contractor intends to submit a proposal for the concrete and drywall scopes in response to this RFP. Sealed bids are REQUIRED for these bid items only, and should be delivered to Hoffman Construction 805 SW Broadway, Suite 2100, Portland, OR 97205. There will not be a public opening of bids.

A completed Subcontractor/Vendor Questionnaire including latest year-end safety and financial information must accompany the proposal unless previously submitted. Questionnaire may be attached as a separate file or submitted separately. Elaborate proposals or the inclusion of non-essential information e.g. marketing/promotional material, safety manuals, resumes, etc. is strongly discouraged. Proposals that are materially incomplete, do not include current Questionnaire with latest year-end safety and financial information (unless previously submitted), are directed to other locations or received after the bid deadline will not be considered.

Bidders must be properly licensed with the Oregon Construction Contractors Board ("CCB") at the time of bid. Bidders are required to file a $30,000 Public Works Bond with the CCB in accordance with ORS 279C.836 EXCEPT exemptions allowed under paragraphs (7) or (8) will not be permitted. Due to the scheduled start of the work, the $30,000 Public Works Bond must be on file with the CCB at the time of bid. This is a prevailing wage project. Bidders must comply with requirements of the prevailing wage law in ORS Chapter 279C.

Refer to proposal documents for complete proposal requirements and additional information. Proposal documents may be viewed and/or downloaded without charge at www.hoffmancorp.com/subcontractors.

Owner and Contractor are committed to promoting and stimulating the growth of minority business enterprises, women business enterprises, emerging small business and service disabled veteran business enterprises (M/W/ESB/SDV) firms and maximizing the opportunities for state of Oregon certified M/W/ESB/SDV firms to participate in the work of this project.

Contractor is an equal opportunity employer and request bids from all qualified firms including disadvantaged, minority, women, disabled veterans and emerging small business enterprises. CCB License # 28417.

Published Aug. 12 & 14, 2020.

11908337

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM

PROCUREMENT SOLICITATIONS

Proposals Due 3:00 pm, September 18, 2020

REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)

200802 Heavy Duty and Medium Duty Trucks and Trailers

200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services

200804 Medical Equipment, Supplies and Services

200805 Science Equipment and Supplies

200806 Holiday and Special Event Lighting

Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Aug. 7 & 14, 2020.

11903399

WILLAMETTE WATER SUPPLY SYSTEM COMMISSION

RFI-CMMS-0200820 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

RFI DUE: SEPTEMBER 11, 2020 BY 2:00 PM (PT)

REQUEST FOR INFORMATION

The Willamette Water Supply System Commission (Owner) is issuing a Request for Information (RFI) for the Willamette Water Supply System Computerized Maintenance Management System (CMMS).

RFI documents are available electronically on the Owner's document management system, e-Builder. Proposers will need to create a free account and sign a confidentiality agreement to access the RFI documents. Confidentiality Agreements may be requested by emailing:

Kristina Tubbert
Kristina.Tubbert@tvwd.org

The WWSS is a drinking water infrastructure program that will provide Owner with a seismically resilient water supply, designed to meet future demand and will provide redundancy in case of an emergency event. The WWSS includes more than thirty (30) miles of transmission pipelines, ranging from 36-inches to 66-inches in diameter from an intake at the Willamette River Water Treatment Plant ("WRWTP") in Wilsonville, Oregon, north to Hillsboro, Oregon and Beaverton, Oregon. The WWSS will also include finished water storage tanks (terminal storage), a new water treatment plant, and expansion of the existing WRWTP raw water facilities. For additional history and information, visit www.ourreliablewater.org. The new system is expected to be completed by June 2026.

The goal of implementing a CMMS is to support managing all the WWSS Commission's physical above and below ground assets to ensure assets are maintained at their lowest lifecycle costs while delivering expected levels of service.

The purpose of this Request for Information ("RFI") is to give CMSS vendors ("Respondents") an opportunity to inform the WWSS Commission on commercially available solutions in advance of a formal procurement. This RFI is intended to gather information that could assist in the development of a future procurement process. Vendors are invited to share their perspectives on how their identified products and services could most optimally be used. Information received through the RFI process may help inform the future CMMS model, its business case, and future procurements for CMMS solutions. Submittal of a response to this RFI is not required for a vendor to participate in the future procurement; however, it is strongly encouraged.

THIS IS A REQUEST FOR INFORMATION ONLY. This RFI is issued solely for information and planning purposes. It does not constitute a solicitation (e.g., Request for Proposal or Request for Quotations) from the WWSS Commission or a promise to issue a solicitation in the future. The WWSS Commission shall not compensate respondents for any cost incurred in the preparation or submission of any response to the RFI.

Published Aug. 12, 14 & 17, 2020.

11907727

CITY OF WILSONVILLE

5TH STREET / KINSMAN ROAD EXTENSION #4196 (BOONES FERRY ROAD TO WILSONVILLE ROAD)

Proposals due 2:00 p.m., September 1, 2020

REQUEST FOR PROPOSAL

The City of Wilsonville is soliciting Proposals from firms experienced in providing construction administration and engineering services for the construction of 3100 linear feet extension of 5th Street, Kinsman Road, and Arrowhead Creek Lane, 650 linear feet of Boones Ferry Road urban upgrades, 2,000 linear feet of the Ice Age Tonquin Trail (a multi-use path), two bridge crossings of Coffee Lake Creek, a new railroad crossing and quiet zone, extension of sanitary, water, storm, and franchise utilities. Requested services include day-to-day administration of the construction contract, weekly progress meetings, construction survey quality control, environmental permit compliance, submittal review, requests for information and clarification review, contractor invoice review, change order request review, and construction inspection of structural facilities and other related services. Work is expected to begin in January 2021 and continue through December 2022.

Sealed proposals for the 5th Street / Kinsman Road Extension project will be received at Wilsonville City Hall located at 29799 SW Town Center Loop East, Wilsonville, OR 97070 until **September 1, 2020 at 2:00 pm**. Proposals received after the listed time and date due will be returned unopened and without review. Electronically mailed or faxed proposals will not be accepted.

Proposals will be evaluated on a qualification basis and ranked on firm's ability to demonstrate successful completion of projects in similar size, scope, budget and schedule. A Time and Materials Not to Exceed Professional Services Agreement will be negotiated with the Successful Proposer. The estimated cost range for the services is $200,000 to $240,000.

The Request for Proposal (RFP) documents may be downloaded at the City of Wilsonville website at https://www.ci.wilsonville.or.us/rfps. A paper copy of the RFP package may be obtained at Wilsonville City Hall by contacting Candi Garrett at (503) 570-1564. RFP documents may also be downloaded at www.questcdn.com, Project **#7250781**.

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

July 23, 2020

The Advocate
C/O Legal Notices (Joy Newman)
PO Box 588
Baton Rouge, LA 70821

Please print the following **LEGAL NOTICE** on **Thursday, August 6, 2020 and Thursday, August 13, 2020**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
200802 Heavy Duty and Medium Duty Trucks and Trailers

200803 Heavy Duty and Medium Duty Truck and Trailer Parts and Services

200804 Medical Equipment, Supplies and Services

200805 Science Equipment and Supplies

200806 Holiday and Special Event Lighting

Proposals are due and will be opened on September 18, 2020 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad*.**

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

Kristie Collins
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

08/06/2020

M. Singleton

Mattinisha Singleton, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

8/12/2020

M. Monic McChristian

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



THE INTERLOCAL PURCHASING SYS 449520-01

KRISTIE COLLINS
PO BOX 1894
MOUNT PLEASANT, TX 75456

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
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449520-aug 6-1t

THE ADVOCATE

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PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (2 Part with JOC)
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449520-aug 6-1t

THE ADVOCATE
Baton Rouge, Louisiana

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1BRs $500 & 2BRs $600
Tigerland, 1443 Jim Taylor
Call 225-475-1737

655 Nth St. **Subsidized** eff apts saabr.org 225-383-5551

819 Sherron Ave. Baker, A/H, 1 BR, spec. incl. water, conn. $1075/mth $975/dep. No pets 225-774-5443

Newly remodeled 4BR 2BA W/D $1200/mth 1230 or 225-284-4442

Houses - Unfurn. Area 1

2br/1ba TH, 1119A Barrington, quiet culdesac. W/D conn, no pets. 5044529605

T/H for lease. 3br/2.5 ba, cov. gar. 157 Ocean Dr. BR. $1300mo. Call 225-978-4110

Houses - Unfurn. Area 3

1, 2 & 3 BR mobile homes, $475 & up 6061 Plank Rd @ 225-978-4653

2br/1ba, cent. AC $750/mth 2br/2ba, cent. AC $850/mth $500/dep. No pets 225-355-7582.

Completely Remodeled 2/1 Duplex 2459 Plank Rd. Lge. 3 Br - 1 Ba Hrdwd flooring, painted inside & out, w/d hook-up, & more. $800-$900. 357-6438

Deb $300. 357-6438

Owner is a licensed realtor

Houses - Unfurn. Area 5

SOUTHDOWNS/LSU AREA 1862 Stanford off Perkins Rd. Near LSU bikes. Move in ready. Cute 2 BR, 1 BA, spacious rooms w/ample closet space. LR w/FP, kitchen & dining combo. Hardwood & some ceramic floors, glass sun room, fen. bk. yd. with rear access. $650/mth. Call 767-4330. Dep. $500 Owner is a licensed realtor

Houses - Unfurn. Area 6

GARDEN DISTRICT. 2 BR, 1 BA, Hdwd flrs, Cent A/H, Hdwood flrs. Off str. pkg. 1048 Rittiner. $895. 225-413-2045 Own/ agt.

Houses - Unfurn. Area 7

New Roads - 1, 2 & 3 BR mobile homes $475 & up. 2351 Hospital Rd. @ 225.978.4652

Houses - Unfurn. Area 9

4 BR, 3 ba. home on Diversion Canal. $2600 mo. Call 504-628-2879

Houses - Unfurn. Area 10

Jackson, 3 BR 2 ba. Gameroom, fenced yard. $1000/mo. 225-931-4866; 225-719-3900.

Rental Information

KEYFINDERS 293-3000 Prof.- Since 1968 - Brokerage

Rooms for Rent

Rooming House Furnished 225-939-1627 $460/mo.

Travel Trailers

RV SPACES for Rent or Lease. Power, water, sewer, Wi-Fi. Security. Call 225-715-4852.

RV-LOT / RENTAL

Classified that **WORKS**
Browse thousands of jobs in your area
Brought to you by The Advocate
Call 225-383-0111

Recreational Vehicles

RV-Lot/Rental
ATV/Motorcycles
Campers - Camping Equipment
Golf Carts
Motor Homes
Travel Trailers

2005 Spirit of America 29ft RV $3000 Call 225-936-0328

2012 SVW x 20L Apex w/slide out, like new $12,700. Call 225-288-4999

LEGACY 5th wheeler, 2009 Good cond. $17,000. Call Jo, no text. 225-384-5550.



Automotive

4X4 Vehicles
Automotive Wanted
Automobile Agencies
Auto Parts - Tires, Accessories
Auto Repairs
Autos for Sale
Trucks/Light Duty
Trucks/Trailers Heavy Duty
Vans - Buses

Automobile Agencies

GERRY LANE • BUICK • GMC • 225-926-7010

ROBINSON BROTHERS FORD-LINCOLN 11455 Airline Hwy. 924-7068

TEAM HONDA 6363 Siegen Lane 225-298-4040

Team Toyota Lexus of Lafayette 1-12 & Ambassador Caffery Pkwy 225-273-3880

Chevrolet

Team Honda
855-313-8326
We Buy Used Cars
$500-$50,000
Vans/Cars/Trucks
Foreign/Domestic
All Makes & Models

Jaguar

PARETTI JAGUAR
225-756-5247

Sport Utility

2006 Infiniti QX56, grey, $7500. 225-405-9055

Sports Cars

2015 Black Convertible Ford Mustang GT. Low miles $17,500. Call 225-955-5163

Toyota

TEAM TOYOTA
BEST SELECTION of Used Cars, Trucks, SUV
I-12 @ O'NEAL
225-273-5880 • 800-270-5880

Trucks/ Light Duty

2007 Dodge Ram 1500, Quad Cab, AC. Smokes a little bit at start up. $3995 obo. Call 225-603-8219.

2007 Ford E350 van. Good cond. $3000 obo Call 225-456-4973

Vans

2007 Volkswagen Routan Wheelchair Handicap Van. Loaded. Like new. $12,500 obo Call 225-715-4852

Volkswagen

Public Notices

Bids/Proposals
Bonds
Conservation
Constable Sales
Council Admin
Court
DEQ Permits
Jurors
Large
Marshall Sales
Meet/Hear/Min
Miscellaneous
Nat Res Coastal
Permits Misc.
RFQ
Sex Offenders
Sheriff Sales
Special Acct
Successions

Public Notices Bids/Proposals

Southpoint Volkswagen 800-231-0025/225-291-6000 13940 AIRLINE HWY

PUBLIC NOTICE

BID NOTICE

Sealed bids will be received by Ascension Parish Government at the Purchasing Office, 615 E. Worthey Street, Gonzales, address PO Box 2392, Gonzales, LA 70707-2392 until August 27, 2020 at 10:00 a.m. local time. Bids will be publicly opened and read aloud for the following:

Tandem Dump Trucks (4 units) Model 2021 HV607

Engine & Equipment-Construction Dump

Sealed bids will be received by Ascension Parish Government at the Purchasing Office, 615 E. Worthey Street, Gonzales, address PO Box 2392, Gonzales, LA 70707-2392 until August 27, 2020 at 10:00 a.m. local time. Bids will be publicly opened and read aloud for the following:

Tandem Dump Trucks (4 units) Model 2021 HV607

Engine & Equipment-Construction Dump

The Livingston Parish Sheriff's Office, 20300 Government Blvd, Livingston, Louisiana 70754 is receiving bids for the following items as Sheriff or Parish, in accordance with Louisiana Revised Statutes interested parties to submit bids for the following services and equipment: Relief, and Economic Stabilization Act (CARES Act) for the Coronavirus Relief Fund. The Project is located in the Parish of Livingston. The Project consists of the following: The Project is located at 42077 Church Point Road, Church Point, LA 70523. The Project consists of the following: 1. Ascension Parish Public Council approval.

LA R.S. 38:2212(F) (2) the name of a certain brand, make, manufacturer, model, or vendor of a product desired and that equivalent products will be acceptable.

Specifications/bidding documents may be obtained at Ascension Parish Government, Purchasing Department, located at 615 E. Worthey Street, Gonzales, LA 70737. Electronic Bids are accepted at Central Bidding. **http://ascension.centralauctionhouse.com.** For questions related to the electronic bidding process, please call (225) 810-4814. All addenda, corrections, and responses to questions will be posted on the website. All bidders must register on the website to submit a bid. Bids must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the name of the material/project for which the bid is submitted and the date and hour of opening. Bids will be publicly opened and read aloud for the following:

Crack Sealing Material

Crack sealant meeting the requirements of ASTM D 6690 Formulation C as produced by Maxwell Products, polymer modified asphalt crack sealant. Sealant will within a meltable container. Material will be self-leveling at the specified temperature.

Crack Sealing Equipment

Equipment capable of melting and dispensing the sealant. Material will be self-leveling at application temperature.

NOTE: Bids shall be submitted based on a per pound price only.

NOTE: Bidders shall use Form provided for a bid submissions.

NOTE: Material will be delivered to the following:

1. Ascension Parish Public Council approval.

NOTE: The bid shall be valid for a period one (1) year from the date of

THE ADVOCATE
Baton Rouge, Louisiana

Publication Date: 08/27/2020

Ad Number:
Insertion Number:
Size:
Color Type:
Client Name:
Advertiser:
Section/Page/Zone: MAI/D010/MAI
Description:

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Advocate on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Public Notices
Bids/Proposals

Description of Basic Work: All work necessary to construct a new access road and parking lot for the Ed Hamilton Complex, including connection to Short Road, Courthouse Road and Hamilton Road, Gonzales, Louisiana, as shown on the drawings.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL, Courthouse Building, 15045 River Road, Hahnville, Louisiana, 70057, Electronic bids shall be received by Ionwave.net, or certified mail with return receipt requested, or hand delivered to the Parish Council Office, 15045 River Road, Hahnville, LA 70057, until 11:00 a.m. (CST) on the following:

Emergency Debris Removal
Ascension Parish, Louisiana

Reference 2-CFR 200.317 Administrative Requirements for Grants and Cooperative Agreements to State/Local Governments and Federally Recognized Indian Tribal Governments
Procurement

Scope
This statement of work describes services which are required for the execution of debris removal related to natural disaster related from local and private non-commercial property.

Specifications/bidding documents may be obtained at the Ascension Parish Government, Purchasing Department, 615 East Worthey Street, Gonzales, Louisiana, 70737. Qualifications, proposals, and bids can be submitted electronically at www.centralauctionhouse.com. Specifications and documents may be viewed and downloaded at http://www.centralauctionhouse.com. Bidders must be registered to be responsible if the bidder can submit and complete delivery of bid files submitted via the internet.

The Parish of Ascension reserves the right to disqualify any Bid, response to Request for Proposals if it is not authorized to do business in the State of Louisiana.

Purchasing's website at https://www.ascensionparish.gov/Purchasing.aspx. Bidders may also contact Purchasing at (225) 621-8390 for assistance. Bidders must be registered in the Louisiana Vendor List. Registration is free. Bidders must register prior to bid opening. Bids must be received by the Ascension Parish Government at the Purchasing Office, 615 East Worthey Street, Gonzales, Louisiana, P.O. 7037 2392, until September 03, 2020, at 10:00 a.m. local time for the following.

Any person with disabilities requiring special accommodations must contact Council Office at 985-783-5000 no later than seven (7) days prior to bid opening.

St. Charles Parish Council
Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
Central Auction House
The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate (Baton Rouge)
Construct Connect
Dodge-Hilw Dodge of Hot Springs

Thursday August 13 2020
Thursday August 20 2020
Thursday August 27, 2020

452246-aug 13-20-27-3t

PUBLIC NOTICE
...
REQUEST FOR PROPOSALS
ASCENSION PARISH GROUNDSMAINTENANCE SERVICES

Request for Proposals will be received by the Ascension Parish Government at the Purchasing Office, 615 East Worthey Street, Gonzales, Louisiana, P.O. 7037 2392, until September 03, 2020, at 10:00 a.m. local time for the following.

Specifications may be obtained at the Ascension Parish Government, Purchasing Department, 615 East Worthey Street, Gonzales, Louisiana, 70737. Qualifications, proposals, and bids can be submitted electronically at www.centralauctionhouse.com. Specifications and documents may be viewed and downloaded at http://www.centralauctionhouse.com. Bidders must be registered to be responsible if the bidder can submit and complete delivery of bid files submitted via the internet.

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St. Charles Parish Council
Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
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The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate (Baton Rouge)
Construct Connect

Thursday August 13 2020
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452246-aug 13-20-27-3t

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Any person with disabilities requiring special accommodations must contact Council Office at 985-783-5000 no later than seven (7) days prior to bid opening.

St. Charles Parish Council
Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
Central Auction House

Thursday August 20, 2020
Thursday, September 03, 2020

453186-aug 20-27-sep 3-3t

PUBLIC NOTICE
...
NOTICE

The Ascension Parish Government, Purchasing Division, East Baton Rouge Parish Sheriff's Office, Suite 200, 10845 Justice Row, Baton Rouge, LA 70815, will be receiving sealed bids, until 10am / Monday – September 14, 2020they will be publicly opened and read aloud in Suite 200, Jackie Cochran Building. Bid proposal packages may be picked up for withdrawal at the Purchasing Division, East Baton Rouge Parish Sheriff's Office, Room 3277, Baton Rouge, LA 70821 by phone at (225) 389-5589, by email at blamagh@ebrso.com, or in writing at 10845 Justice Row, Baton Rouge, Louisiana 70815.

The outside of the bid envelope must contain the following: Bid Number, Bid Name, and the St. Charles Parish Project Title.

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Purchasing Office, 6201 Florida Boulevard, Baton Rouge, LA 70806, at least seven (7) days prior to the bid opening.

Copies of the Solicitation shall be obtained from the Purchasing Division, 6201 Florida Boulevard, Baton Rouge, LA 70806. All non-responsive bids will be rejected.

BREC is an equal opportunity employer.

All questions concerning the Solicitation must be received in accordance with the bid documents.

The right to reject any and all proposals and to waive irregularities is reserved.

Complete bid documents are available in electronic format at www.bidexpress.com. Specifications about this procedure shall be directed to Bid Express Customer Service at support@bidexpress.com or (888) 352-BIDX (2439). Bidders may also contact Purchasing's website at http://www.centralauctionhouse.com. Specifications and documents are available for purchase at Purchasing's website at http://www.centralauctionhouse.com. Specifications and documents are available for purchase at Ama Pump Station and online

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings
Contracts
SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 200801

Solicitation Title: Auditorium, Stadium, Field Seating, Bleachers and Installation Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 8/6/2020

Response Due Date: 9/18/2020

Response Due Time: 3:00 PM

Solicitation Description:

Modify Solicitation

Internal Notes

Cancel Solicitation

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 91485-Welding
80500-Sporting Goods, Athletic Equipment And Athletic Facility Equipment
91200-Construction Services, General (Incl. Maintenance And Repair Services)

Published Details Internal Notes

Record Attachments

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings
Contracts
SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 200802TIPS

Solicitation Title: Heavy Duty and Medium Duty Trucks and Trailers

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 8/12/2020

Response Due Date: 9/18/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Modify Solicitation
Internal Notes
Cancel Solicitation

Class/Item Code: 07200-Trucks (Including, Diesel, Gasoline, Electric, Hybrid, And Alternative Fuel Units)
07300-Trailers
07104-Automobiles And Station Wagons

Published Details Internal Notes

Record Attachments

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings
Contracts
SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 200803TIPS

Solicitation Title: Heavy Duty and Medium Duty Truck and Trailer Parts and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 8/6/2020

Response Due Date: 9/18/2020

Response Due Time: 3:00 PM

Solicitation Description:

Modify Solicitation

Internal Notes

Cancel Solicitation

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 05500-Automotive Accessories For Automobiles, Buses, Trailers, Trucks, Etc.
92800-Equipment Maintenance And Repair Services For Automobiles, Trucks, Trailers, Transit Buses And Other Vehicles
06000-Automotive And Trailer Equipment And Parts
06500-Automotive And Trailer Bodies, Body Accessories, And Parts

Published Details Internal Notes

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings
Contracts
SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: Kristie Collins

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 200804

Solicitation Title: Medical Equipment, Supplies and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 8/6/2020

Response Due Date: 9/18/2020

Response Due Time: 3:00 PM

Solicitation Description:

Modify Solicitation

Internal Notes

Cancel Solicitation

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 47500-Hospital, Surgical, And Medical Related Accessories And Sundry Items
46500-Hospital And Surgical Equipment, Instruments, And Supplies
48500-Janitorial Supplies, General Line
34500-First Aid And Safety Equipment And Supplies (Except Nuclear And Welding)

Published Details Internal Notes

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings
Contracts
SPD Applications

Solicitation Notice

Print

Status: New
Contact Name: Tips
Contact Number: 866-839-8477
Contact Email: bids@tips-usa.com
Solicitation ID: 200805
Solicitation Title: Science Equipment and Supplies
Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250
Posting Requirements: 21+ Days for Solicitation Notice
Solicitation Posting Date: 8/6/2020
Response Due Date: 9/18/2020
Response Due Time: 3:00 PM
Solicitation Description:

Approve Solicitation
Modify Solicitation
Internal Notes
Cancel Solicitation

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 49300-Laboratory Equipment, Accessories, And Supplies: Biochemistry, Chemistry, Environmental Science, Etc.
78500-School Equipment, Teaching Aids, And Supplies

Upload Files

Published Details Internal Notes

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings
Contracts
SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted
Contact Name: TIPS
Contact Number: 866-839-8477
Contact Email: bids@tips-usa.com
Solicitation ID: 200806
Solicitation Title: Holiday and Special Event Lighting
Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250
Posting Requirements: 21+ Days for Solicitation Notice
Solicitation Posting Date: 8/6/2020
Response Due Date: 9/18/2020
Response Due Time: 3:00 PM
Solicitation Description:

Modify Solicitation
Internal Notes
Cancel Solicitation

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 03734-Decorations: Christmas, Party, Etc.
28556-Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Lights, And All Other Weatherproof Fixtures (Except Streetlights) (Including Recycled Types)

Published Details Internal Notes

Record Attachments

END OF EXHIBIT C

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve the proposal from ERO Architects for the Architecture and Engineering Services for the City of Brownsville New Sanitation Department Shop, Phase 1 in the amount of $75,000.00, and Phase 2 in the amount of $150,000.00 for a total amount of $225,000.00. #ASC-41-0719 as budgeted (Engineering and Public Works Department)

Summary:
An existing Architectural Services Contract Agreement with the City of Brownsville, #ASC-41-0719, was entered on February 4, 2020, ERO Architects (ERO) has provided a proposal for a Services Agreement (Agreement) to the City of Brownsville for professional services to prepare a sealed set of drawings, code compliance and specifications setting forth requirements for permitting on the construction and expansion of the New Brownsville Sanitation Department Shop, Phase 1 and Phase 2, located at 9000 Ruben M Torres, Brownsville, Texas 78521 (Project). ERO will provide architecture, MEP/F and structural services and utilize local sub-consultants to assist on the Project.

Project Scope and Analysis:

Funding:

Source: 66-415-851
66-415-851

Amount: Phase 1 $75,000.00
Phase 2 $150,000.00

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering & Public Works Department recommends for approval.

Commission Pillar:
Infrastructure

Attachments:
1. ERO Architects Professional Services - City of Brownsville Sanitation Department Shop attorney reviewed
2. ASC-41-0719 ERO Architects Mater Contract (2)
3. Landfill Sanitation Shop Agenda PowerPoint slides (003)
4. Procurement Analysis - ERO Architects.

June 29, 2023

Doroteo Garcia Jr.
Assistant City Engineer
The City of Brownsville
6035 Jaime Zapata
Brownsville, TX 78521

via email: doroteo.garcia@brownsvilletx.gov

Re: Services Agreement Proposal for Architecture and Engineering Services of the City of Brownsville New Sanitation Department Shop

Dear Mr. Garcia:

With the existing Architectural Services Contract Agreement for the City of Brownsville, #ASC-41-0719, entered on February 4, 2020, ERO Architects (ERO) is pleased to provide our proposal for a Services Agreement (Agreement) to the City of Brownsville (City) for professional services to prepare a sealed set of drawings, code compliance and specifications setting forth requirements for permitting on the construction and expansion of the New Brownsville Sanitation Department Shop, Phase 1 and Phase 2, located at 9000 Ruben M Torres, Brownsville, Texas 78521 (Project). ERO will provide architecture, MEP/F and structural services and utilize local sub-consultants to assist on the Project.

Scope of Work Services
ERO's scope is currently based on an initial meeting at your office on May 18 and site visit of the existing shop area by ERO staff that same day. Your office shared information of the existing shop structure and your thoughts about its possible new construction, expansion and/or addition options to the shop site similar to the Republic Services La Gloria Landfill in Edinburg (program to be determined). Delivering two building phases with an open area pavillion and an enclosed office area, two service bays for maintenance, new hoist and parking.

ERO will abide by the Scope of Services for architectural and engineering services agreed upon in Exhibit A of our Contract Agreement, page 5, including concept validation, schematic design, design development, sealed construction documents (permit ready with code compliance and specifications), bidding and negotiations, construction administration and close out phases. ERO complies with rules and regulations of funding agencies.

Compensation
For the Scope of Work as described above ERO proposes a fee of $75,000 for the Phase 1 new building based on 7.5% of the cost estimate of $1,000,000; and a fee of $150,000 for the Phase 2 new building based on 7.5% of the cost estimate of $2,000,000 (fee percentages are noted in Exhibit B, page 10). Significant changes to the described scope of work or cost of construction may result in an approved change of fees. The schedule of deliverables for the scope of work will be determined by the City and ERO. Monthly invoices will be issued by ERO for all services performed under the terms of our Contract Agreement.

Assumptions / Exclusions / Provisions
- City will provide civil engineering, surveys and a geotechnical report.
- Excludes design and detailing of sitework including parking, irrigation, landscape, paving, fencing, retaining walls, dumpster pads, sign foundations, etc. unless specifically included as additional services.
- Excludes commissioning, testing, special inspections or responsibility for these services.
- These services can be provided as additional services under a different proposal and scope of work.
- ERO has no control over construction cost market conditions or bidding procedures.

Additional Services
Additional Services, if required, include: work beyond the scope described in this proposal; items specifically identified as Additional Services; revisions in ERO's work due to a change with instructions or approvals given by the City; enactment of or revisions to codes, laws, ordinances, or official interpretations which necessitate changes in ERO's work; construction duration beyond the approved schedule; and/or changes in scope, all utilizing the Exhibit D Task Order Form, page 16.

Reimbursable Expenses
Reimbursable expenses are allowed based on terms stipulated in Exhibit B of our Contract Agreement, page 10.

Insurance
ERO and its team carry professional liability, general liability and workers compensation insurance policies in accordance with what we have found are generally acceptable requirements. ERO will furnish proof of insurance coverages as required under Section D of our Contract Agreement, page 18.

Standard of Care
ERO will perform the Project in a manner consistent with the degree of competency, care and skill ordinarily exercised by other professionals of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement.

Indemnification and Liability
ERO shall indemnify and hold harmless the City, its board, consultants and employees, from and against those liabilities, damages, and costs that the City is legally obligated to pay as a result of negligent acts, errors or omissions of ERO. ERO will reimburse the City for reasonable defense costs for claims arising out of ERO's professional negligence and is in the aggregate, limited to an amount no greater than the fee earned under this Agreement. The foregoing hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by ERO's insurance. ~~The City agrees to indemnify and hold harmless ERO, its officers, principals, consultants and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by City's negligent acts, errors or omissions in connection with the Project and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.~~

Termination
The City or ERO may terminate this Agreement under the terms of our Contract Agreement, Article 7, page 2.

If acceptable, please sign and return one copy of this Agreement to ERO. We appreciate the opportunity to provide this Agreement and look forward to working with the City of Brownsville and the new Sanitation Department Shop. Feel free to contact us should you have any questions or comments.

Respectfully submitted,

Brian Godinez
ERO Architects

City of Brownsville Approval and Agreement:

_____
Signature and Date

_____
Print Name and Title

ARCHITECTURAL SERVICES CONTRACT AGREEMENT FOR CITY OF BROWNVILLE
#ASC-41-0719

This Agreement is entered into as of February 4, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and goERO International, LLC dba ERO Architects hereinafter referred to as ("CONTRACTOR").

1. Documents

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services, Conditions and Additional Services (Exhibit A)

ii. Term of Agreement (Exhibit B)

iii. Compensation, Fees and Commissions (Exhibit C)

iv. Task Order Form (Exhibit D)

v. Insurance (Exhibit E)

2. Scope of Services

(a) Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.

(b) Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Contractor; Personnel

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. Term of Agreement.

The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation.

(a) Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all

items of work required by or which can be reasonably inferred from the Scope of Services.

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance.

(a) The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination.

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a

current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

(a) CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited

in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:

goERO International, LLC dba ERO Architects
300 S. 8th St.
McAllen, TX 78501

If to CITY:

City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(h) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(i) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: Mayor

Date: 02/04/2020

CONTRACTOR

Signature: _____

Print Name: Eli R. Ochoa, PE, AIA

Title: Partner/CEO

Date: 01/14/2020

Approved as to legality and form
this 16 day of Jan, 2020
Name:
Title:
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

EXHIBIT "A"

SCOPE OF SERVICES, CONDITIONS AND ADDITIONAL SERVICES

The CITY will initiate various projects that will each be described in future Task Orders (Exhibit E) to this Agreement.

The CONTRACTOR shall provide architectural/engineering design services, consulting, and promotion services and to represent the City's interests during the concept validation, schematic design, design development, construction documents, bidding, construction, and close out phases.

CONTRACTOR must comply with rules and regulations in order to qualify from the following funding agencies:

- TXDOT – Texas Department of Transportation
- FTA –Federal Transit Administration
- FAA – Federal Aviation Administration
- HUD – Department of Housing and Urban Development
- FEMA – Federal Emergency Management Agency
- GLO – General Land Office
- EPA – Environmental Protection Agency
- USDA – Department of Agriculture
- TCEQ – Texas Commission on Environmental Quality
- Any other State and Federal agency

Contract Requirements
The CONTRACTOR needs to demonstrate their experience in dealing with moderate and complex governmental projects. The CONTRACTOR is expected to fulfill the following contract requirements.

Validation of Concept Documents:
The CONTRACTOR shall be involved with City user group(s) in the process of the concept development for a construction project. This includes space needs analysis and preparation of conceptual floor plans and designs. The CONTRACTOR shall be capable of validating conceptual concepts with the help of the city prior to preceding to the schematic design phase. Validation will likely include several meetings with user groups and other committees.

Schematic Design:

- Complete necessary site surveys. Provide CAD drawings/illustrations
- Complete code study
- Review existing work, reports and studies completed to date
- Evaluate and locate future possible expansion or new buildings
- Evaluate primary building materials and develop options to stay within the project budget
- Prepare a schematic design for the Project
- Evaluate different building systems relative to long-term operational costs and life cycle costs such as LED lighting, heating and cooling systems, (energy efficient, LEED Certification and/or sustainable design may apply), etc. This includes the analysis of the existing building systems
- Coordinate with City Consultants, staff and administration
- Coordinate public input including City Board update(s)

• Complete Schematic Design Documents for review and approval that meets the intended design, schedule and budget
• Complete construction cost and timeline estimate

Design Development:

Based on reviewed and approved Schematic Design, prepare detail design documents (drawings and other documents) that include:

- Plans, sections, elevations, typical construction details
- Diagrams or layouts of building systems along with efficiency calculations
- Establishment of the architectural, structural, mechanical and electrical systems
- Specifications that outline types and quality of materials and systems types
- Review and confirm that the current ADA rules and code requirements are incorporated into the new and renovated building and site plans
- Take into consideration the possibility of future expansion

Meet with Staff, Consultants, and Committees to review preliminary and final design. The CONTRACTOR shall work with the City to provide an evaluation of utilizing comprehensive bid packages (procurement method) based on the project schedule, budget, and available resources. Coordinate public input including City Commission update and complete Design Development Documents for review and approval that meets the intent of the design, schedule and budget.

Construction Documents:
Based on the City's review and approval of the Final Design, the CONTRACTOR shall prepare construction documents consisting of Drawings and Specifications to be used for public bidding. The bidding documents shall be coordinated with the City's Procurement Services team and include work from other consultants hired by the City such as the geotechnical and site civil. To achieve the project goals, "bid packages" may be utilized with different project schedules.

Public Bidding
Following the approval of the Construction Documents, the CONTRACTOR shall assist the City, and their Consultants in obtaining competitive bids, confirming responsiveness of bids, determining the successful bid, recommending for contract award to the City Commission and assisting with the preparation of contracts for construction.

Construction Schedule:
In consultation with all parties, the CONTRACTOR shall give input to the construction schedule that meets the needs of the City for inclusion in the contract documents.

Assist to Establish Bidding Procedures:
The CONTRACTOR will assist the City's Procurement Services team in establishing and implementing procedures for the bidding process including the assistance in issuance of addenda, pre-bid conferences, the bids opening and the tabulation sheet (verification of submittals).

Distribute Bid Documents:
The City will provide distribution of all bid documents to contractors and maintain accurate records of distribution activities.

Conduct Pre-Bid Conferences:

The CONTRACTOR, in consultation with the City's Procurement Services and end-user department, will assist in scheduling, organizing, and conducting pre-bid conferences in a manner consistent with the bid schedule.

Evaluate Bids:

The CONTRACTOR, in consultation with the City's Procurement Services team, will assist in evaluating all bids, tabulating and recommending award of contract.

Prepare Construction Contracts:

The CONTRACTOR, in consultation with the City, the City's Chief Procurement and Contracts Officer, the City End-User Department and City Attorney's Office, shall assist in the preparation and coordination of all construction contract documents. The Architect shall consider requests for substitution and, following review with the City, prepare and distribute addenda identifying approved substitutions to all prospective bidders throughout the City's Procurement Services.

Construction Phase:

Meetings/Pre-Construction Conferences:

The CONTRACTOR, in consultation with the City's Procurement Services team, Construction/Project Manager and General Contractor, will organize and conduct all meetings with contractors, consultants, and the City. The meetings shall include a review of project management, project schedule, and project procedures.

Process Construction Documents:

The CONTRACTOR, in consultation with the City's Procurement Services, End-User Department, Construction/Project Manager, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting, minutes, catalog data, directives, change orders, etc.). The CONTRACTOR will establish and maintain a submittal log to ensure contractor compliance with the contract documents.

Project Coordination:

The CONTRACTOR will provide administration, management and related services necessary to coordinate the construction activities of the contractors with each other and with City's designated Contract Manager, Construction/Project Manager and/or representative(s).

Monitor Construction Progress:

The CONTRACTOR will observe construction progress and report deviations from the schedule that might delay Project completion. The CONTRACTOR will consult with contractors and the City's designated Contract Manager, Construction/Project Manager representatives to develop and implement corrective actions necessary to meet the project schedule.

Control Construction Quality:

The CONTRACTOR will monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The CONTRACTOR will document and report all deficiencies and make recommendations for corrective actions.

Process Applications for Payment:

The CONTRACTOR will coordinate with City to develop and implement a procedure for the review and processing of contractor payment applications.

Project Meetings:

The CONTRACTOR will participate in meetings with consultation with the City and applicable parties, conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making. The CONTRACTOR will prepare and distribute accurate meeting minutes in a timely manner.

Process Change Orders:

The CONTRACTOR, in consultation with the Chief Procurement and Contracts Officer and/or Contract Manager and the Construction/Project Manager, will develop and implement a system for review and processing of change orders.

Coordinate Inspections and Testing:

The CONTRACTOR, in consultation with the City (representatives), shall coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

Quality Control:

The CONTRACTOR shall keep the City reasonably informed about the progress and quality of the portion of the work completed and report to the City (1) any known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) any defects and deficiencies observed in the work.

Close-Out Phase:

Develop Close-Out Program:

The CONTRACTOR, in consultation with the City (Contract Manager), will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.

Verify Substantial and Final Inspections:

The CONTRACTOR, will verify substantial completion and final inspections. The CONTRACTOR will assist the City in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

Coordinate Construction Close-Out:

The CONTRACTOR will assist City to coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders and recommendations for payment of retainage.

Certificates:

The CONTRACTOR, upon completion of the Project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

Subcontractors:

The CONTRACTOR shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the General Contractor must notify the City prior to subcontractor work. Firm must clearly explain their participation. The City must approve of all subcontractors prior to subcontractor work.

The following timeline will be followed by CONTRACTOR and CITY for all requests under this agreement.

Phase I:

CONTRACTOR shall conduct a pre-design meeting within two (2) weeks of CITY request in writing for project. Meeting may be held via phone, email, and/or in-person.

Phase II:

The CONTRACTOR shall submit proposal/task order within 30 calendar days or timeframe mutually agreed upon by CITY and CONTRACTOR from the date of Phase I meeting.

Phase III:

The CITY and CONTRACTOR will mutually agree upon proposal/task order scope of services, deliverables and timeline within 30 days.

If CITY and CONTRACTOR do not mutually agree upon proposal, the CITY has the option to proceed with obtaining another proposal from another architectural firm.

Phase IV:

Proposal/Task order will begin upon receiving official notice to proceed (i.e. Purchase Order) by CITY. Plans and specifications shall be completed based on the proposal/task order approved by CITY.

EXHIBIT "A"

EXHIBIT "B"

TERM OF AGREEMENT

The contract for these services shall be for (3) years from the execution of the contract with the option of (1) additional 2-year period for a maximum of five years. This Agreement can be extended, upon expiration of the terms, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and City.

EXHIBIT "B"

COMPENSATION, FEES AND COMMISSIONS

Fee (construction cost) based on project construction cost.

a. *Small Projects:*
   i. Projects not exceeding $100,000 are on a 8.75%
b. *Mid-Sized Projects:*
   i. Projects from $100,000 to $3 Million are on a 7.5 %
c. *Large Projects:*
   i. Projects over $3 million construction cost on a 6.5%

Fee Schedule Type of Trade	ERO Architects
***Type of Trade - Hourly Rate:* Principal Architect**	$ 285.00
Architect	$ 200.00
Architectural Intern	$ 165.00
Principal Interior Designer Interior Designer (K + Arch. ONLY)	$ 185.00
Draftsman	$ 135.00
Administrative	$ 75.00
Subcontractor: Structural Engineer	$ 285.00
MEP Engineering	$ 275.00
Civil Engineering	$ 185.00
Surveying	N/A
Windstorm Certification	$ 285.00
Security, Surveillance, telephone, data or audio-visual systems	$ 235.00
Soils Investigation	N/A
Material Testing during construction	N/A
TDLR plan review and inspection fees	N/A
Hazardous Materials survey or testing	N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred
Drawing / document reproduction	$ 90.00
Schematic Design:	
***Type of Trade - Hourly Rate:* Principal Architect**	$ 285.00
Architect	$ 200.00
Architectural Intern	$ 165.00
Principal Interior Designer	$ 185.00
Draftsman	$ 135.00
Administrative	$ 75.00
Subcontractor: Structural Engineer	$ 285.00

MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Design Development:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftsman	$	135.00
Administrative	$	75.00
Subcontractor: Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Construction Documents:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00
Subcontractor: Structural Engineer	$	285.00

MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Public Bidding:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00
Subcontractor:Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Construction Phase:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00

Subcontractor: Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Close-Out Phase:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00
Subcontractor: Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Subcontractors:		
Type of Trade - Hourly Rate: Principal Architect (If /When Applicable)	$	285.00
Architect (If /When Applicable)	$	200.00
Architectural Intern (If /When Applicable)	$	165.00
Principal Interior Designer (If /When Applicable)	$	185.00

Draftman (If /When Applicable)	$ 135.00
Administrative (If /When Applicable)	$ 75.00
Subcontractor: Structural Engineer	$ 285.00
MEP Engineering	$ 275.00
Civil Engineering	$ 185.00
Surveying	N/A
Windstorm Certification	$ 285.00
Security, Surveillance, telephone, data or audio-visual systems	$ 235.00
Soils Investigation	N/A
Material Testing during construction	N/A
TDLR plan review and inspection fees	N/A
Hazardous Materials survey or testing	N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred
Drawing / document reproduction (If /When Applicable)	$ 90.00

EXHIBIT "C"

EXHIBIT "D"

TASK ORDER FORM

CONTRACT AGREEMENT FOR ARCHITECTURAL SERIVCES #ASC-41-0719

TASK ORDER AUTHORIZATION NUMBER _____

TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

DATED _____

BETWEEN ARCHITECTURAL FIRM AND

CITY OF BROWNSVILLE, BROWNSVILLE, TX,

CITY and ARCHITECTURAL FIRM agree to amend their Master Contract Agreement ASC-41-0719, to include fees for architectural services. The items covered by this Task Order and/or Amendment are described as follows:

Item No. _____

City agrees to pay Architectural Firm for the services listed under Exhibit "C" of the original Contract Agreement in the following manner:

SECTION A - BASIC SERVICES DESIGN

Item No. _____ Preliminary Design ..... Payment Method to be Determined
Item No. _____ Design ..... Payment Method to be Determined

BIDDING

Item No. _____ Bidding..... Payment Method to be Determined

Method of payment shall be as follows

Interim payments up to 90 percent based on work performed by the Architectural Firm and detailed in a report submitted to the City with the request for payment. The remaining ten percent (10%) to be paid immediately upon Notice to Proceed for construction, or, in the event the City does not elect to immediately proceed with construction, the remaining ten percent to be paid upon receipt of request for payment from the Architectural Firm.

SECTION B - SPECIAL SERVICES (SOILS AND PAVEMENT INVESTIGATIONS/TOPOGRAPHIC SURVEYS/HYDROLOGIC STUDIES/CONSTRUCTION ADMINISTRATIONS AND FIELD ARCHITECTURAL)

The maximum estimated SPECIAL SERVICES architectural is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Item No. ____ Geotechnical Investigations..... Payment Method to be Determined

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Item No. ____ Topographic Surveys ..... Payment Method to be Determined

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Item No. ____ Acceptance Testing ..... Payment Method to be Determined

If work is abandoned, or terminated, after obtaining approval by the City of the final construction plans and specifications, the City shall reimburse up to 100 percent of the total lump sum as listed under SECTION A, and

100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under SECTION B.

CONSTRUCTION ADMINISTRATION AND FIELD ARCHITECTURAL

The estimated maximum for CONSTRUCTION ADMINISTRATION and FIELD ARCHITECTURAL is:
Item No. ___ Construction Administration..... Payment Method to be Determined
Item No. ___ Pre-Construction Coordination..... Payment Method to be Determined
Item No. ___ Construction Coordination..... Payment Method to be Determined
Item No. ___ Post Construction..... Payment Method to be Determined

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the City agrees to make monthly payments based upon the work performed by the Architectural Firm less 10 percent. The final 10 percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible "Record Drawings" have been submitted to the City when the construction work has terminated. The "Record Drawings" and Construction Report shall be submitted within a period of 90 days from end of construction period. This Task Order and/or Amendment shall be considered concurrent with completion of audit.

All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the patties hereto have set their hands and seals on the day and year herein stated.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 20___.

OWNER:	CONTRACTOR:
_____	_____
(Signature)	(Signature)
_____	_____
Print Name:	Print Name:
_____	_____
Title	Title
City of Brownsville	_____
	Firm's Name

Approved as to legality and form
this 16 day of January, 2020.
Name:
Title: Deputy City Attorney
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the MARKETING AND ADVERTISING SERVICES CONTRACT AGREEMENT and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment with the following Limits:

1.	Bodily injury	$250,000 each person, $500,000 each occurrence
2.	Property damage	$100,000 each occurrence

EXHIBIT "E"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-512665

Date Filed:
07/03/2019

Date Acknowledged:
1/23/20 JP

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
goERO International LLC dba ERO Architects
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SOQ #ASC-41-0719
Architectural Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Eli R. Ochoa, and my date of birth is 11/17/56.

My address is 300 S 8th St (street), McAllen (city), TX (state), 78501 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 3rd day of July (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Architectural & Engineering Services of the City of Brownsville New Landfill Scale House

- ✓ The City of Brownsville Landfill was established in 1979.
- ✓ The landfill's current estimated life is 45 years.
- ✓ Consists of 266 acres and 206 acres are permitted for Solid Waste Disposal with 130 acres constructed and currently receiving waste.
- ✓ The Landfill also features a Compost Facility Program and a Scrap Tire Processing and Storage Facility.
- ✓ Receives an estimated 1400-1500 tons daily and the oil recycling program receives about 330 gallons monthly.
- ✓ Approximately 105,000 vehicles enter the Landfill for waste disposal.
- ✓ **New Sanitation Department Shop** will provide the sophisticated equipment and facilities for adequate on-site mechanical preventative maintenance of landfill heavy machinery.



LANDFILL MAP

Architectural & Engineering Services of the City of Brownsville New Sanitation Department Shop

Estimated Architectural & Engineering Services:

Project Engineers: ERO Architects

- ✓ Phase 1: Professional services to prepare a sealed set of drawings, code compliance and specifications setting forth requirements for permitting on the construction and expansion of the New Brownsville Sanitation Department Shop. **$75,000**

- ✓ Phase2: Provide architecture, MEP/F and structural services and utilize local sub-consultants to assist on project construction. **$150,000**

Ero Scope of Work Services:

Concept Validation	Sealed Construction Documents
Schematic Design	Bidding & Negotiations
Design Development	Construction Administration
Closeout Phases	

Total Cost:

$225,000



PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Wednesday, July 5, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Doro Garcia, Engineering and Public Works Director

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and ACTION to approve the proposal from ERO Architects for the Architecture and Engineering Services for the City of Brownsville New Sanitation Department Shop, Phase 1 $75,000.00, and Phase 2 $150,000.00 for a total amount of $225,000.00. #ASC-41-0719"

At the request Mr. Doro Garcia, Engineering and Public Works Director, the Procurement Division has reviewed a proposal from ERO Architects for the expansion of the new Brownsville Sanitation Department Shop.

goERO International LLC dba ERO Architects, currently has a master agreement for architectural services. #ASC-41-0719.(Exhibit A)

Please see attached proposal by ERO Architects. (Exhibit B)

PROCUREMENT SUMMARY: ERO Architects is eligible to execute this service for the amount of $75,000 for phase 1 and $150,000 for phase 2.

ARCHITECTURAL SERVICES CONTRACT AGREEMENT FOR CITY OF BROWNVILLE #ASC-41-0719

This Agreement is entered into as of February 4, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and goERO International, LLC dba ERO Architects hereinafter referred to as ("CONTRACTOR").

1. Documents

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services, Conditions and Additional Services (Exhibit A)

ii. Term of Agreement (Exhibit B)

iii. Compensation, Fees and Commissions (Exhibit C)

iv. Task Order Form (Exhibit D)

v. Insurance (Exhibit E)

2. Scope of Services

(a) Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.

(b) Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Contractor; Personnel

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. Term of Agreement.

The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation.

(a) Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all

items of work required by or which can be reasonably inferred from the Scope of Services.

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance.

(a) The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination.

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a

current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

(a) CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited

in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:

goERO International, LLC dba ERO Architects
300 S. 8th St.
McAllen, TX 78501

If to CITY:

City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(h) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(i) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: Mayor

Date: 02/04/2020

CONTRACTOR

Signature: _____

Print Name: Eli R. Ochoa, PE, AIA

Title: Partner/CEO

Date: 01/14/2020

Approved as to legality and form
this 16 day of January, 2020
Name:
Title:
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

BROWNSVILLE
On the Border, By the Sea

EXHIBIT "A"

SCOPE OF SERVICES, CONDITIONS AND ADDITIONAL SERVICES

The CITY will initiate various projects that will each be described in future Task Orders (Exhibit E) to this Agreement.

The CONTRACTOR shall provide architectural/engineering design services, consulting, and promotion services and to represent the City's interests during the concept validation, schematic design, design development, construction documents, bidding, construction, and close out phases.

CONTRACTOR must comply with rules and regulations in order to qualify from the following funding agencies:

- TXDOT – Texas Department of Transportation
- FTA –Federal Transit Administration
- FAA – Federal Aviation Administration
- HUD – Department of Housing and Urban Development
- FEMA – Federal Emergency Management Agency
- GLO – General Land Office
- EPA – Environmental Protection Agency
- USDA – Department of Agriculture
- TCEQ – Texas Commission on Environmental Quality
- Any other State and Federal agency

Contract Requirements
The CONTRACTOR needs to demonstrate their experience in dealing with moderate and complex governmental projects. The CONTRACTOR is expected to fulfill the following contract requirements.

Validation of Concept Documents:
The CONTRACTOR shall be involved with City user group(s) in the process of the concept development for a construction project. This includes space needs analysis and preparation of conceptual floor plans and designs. The CONTRACTOR shall be capable of validating conceptual concepts with the help of the city prior to preceding to the schematic design phase. Validation will likely include several meetings with user groups and other committees.

Schematic Design:

- Complete necessary site surveys. Provide CAD drawings/illustrations
- Complete code study
- Review existing work, reports and studies completed to date
- Evaluate and locate future possible expansion or new buildings
- Evaluate primary building materials and develop options to stay within the project budget
- Prepare a schematic design for the Project
- Evaluate different building systems relative to long-term operational costs and life cycle costs such as LED lighting, heating and cooling systems, (energy efficient, LEED Certification and/or sustainable design may apply), etc. This includes the analysis of the existing building systems
- Coordinate with City Consultants, staff and administration
- Coordinate public input including City Board update(s)

• Complete Schematic Design Documents for review and approval that meets the intended design, schedule and budget
• Complete construction cost and timeline estimate

Design Development:

Based on reviewed and approved Schematic Design, prepare detail design documents (drawings and other documents) that include:

- Plans, sections, elevations, typical construction details
- Diagrams or layouts of building systems along with efficiency calculations
- Establishment of the architectural, structural, mechanical and electrical systems
- Specifications that outline types and quality of materials and systems types
- Review and confirm that the current ADA rules and code requirements are incorporated into the new and renovated building and site plans
- Take into consideration the possibility of future expansion

Meet with Staff, Consultants, and Committees to review preliminary and final design. The CONTRACTOR shall work with the City to provide an evaluation of utilizing comprehensive bid packages (procurement method) based on the project schedule, budget, and available resources. Coordinate public input including City Commission update and complete Design Development Documents for review and approval that meets the intent of the design, schedule and budget.

Construction Documents:
Based on the City's review and approval of the Final Design, the CONTRACTOR shall prepare construction documents consisting of Drawings and Specifications to be used for public bidding. The bidding documents shall be coordinated with the City's Procurement Services team and include work from other consultants hired by the City such as the geotechnical and site civil. To achieve the project goals, "bid packages" may be utilized with different project schedules.

Public Bidding
Following the approval of the Construction Documents, the CONTRACTOR shall assist the City, and their Consultants in obtaining competitive bids, confirming responsiveness of bids, determining the successful bid, recommending for contract award to the City Commission and assisting with the preparation of contracts for construction.

Construction Schedule:
In consultation with all parties, the CONTRACTOR shall give input to the construction schedule that meets the needs of the City for inclusion in the contract documents.

Assist to Establish Bidding Procedures:
The CONTRACTOR will assist the City's Procurement Services team in establishing and implementing procedures for the bidding process including the assistance in issuance of addenda, pre-bid conferences, the bids opening and the tabulation sheet (verification of submittals).

Distribute Bid Documents:
The City will provide distribution of all bid documents to contractors and maintain accurate records of distribution activities.

Conduct Pre-Bid Conferences:

The CONTRACTOR, in consultation with the City's Procurement Services and end-user department, will assist in scheduling, organizing, and conducting pre-bid conferences in a manner consistent with the bid schedule.

Evaluate Bids:

The CONTRACTOR, in consultation with the City's Procurement Services team, will assist in evaluating all bids, tabulating and recommending award of contract.

Prepare Construction Contracts:

The CONTRACTOR, in consultation with the City, the City's Chief Procurement and Contracts Officer, the City End-User Department and City Attorney's Office, shall assist in the preparation and coordination of all construction contract documents. The Architect shall consider requests for substitution and, following review with the City, prepare and distribute addenda identifying approved substitutions to all prospective bidders throughout the City's Procurement Services.

Construction Phase:

Meetings/Pre-Construction Conferences:

The CONTRACTOR, in consultation with the City's Procurement Services team, Construction/Project Manager and General Contractor, will organize and conduct all meetings with contractors, consultants, and the City. The meetings shall include a review of project management, project schedule, and project procedures.

Process Construction Documents:

The CONTRACTOR, in consultation with the City's Procurement Services, End-User Department, Construction/Project Manager, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting, minutes, catalog data, directives, change orders, etc.). The CONTRACTOR will establish and maintain a submittal log to ensure contractor compliance with the contract documents.

Project Coordination:

The CONTRACTOR will provide administration, management and related services necessary to coordinate the construction activities of the contractors with each other and with City's designated Contract Manager, Construction/Project Manager and/or representative(s).

Monitor Construction Progress:

The CONTRACTOR will observe construction progress and report deviations from the schedule that might delay Project completion. The CONTRACTOR will consult with contractors and the City's designated Contract Manager, Construction/Project Manager representatives to develop and implement corrective actions necessary to meet the project schedule.

Control Construction Quality:

The CONTRACTOR will monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The CONTRACTOR will document and report all deficiencies and make recommendations for corrective actions.

Process Applications for Payment:

The CONTRACTOR will coordinate with City to develop and implement a procedure for the review and processing of contractor payment applications.

Project Meetings:

The CONTRACTOR will participate in meetings with consultation with the City and applicable parties, conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making. The CONTRACTOR will prepare and distribute accurate meeting minutes in a timely manner.

Process Change Orders:

The CONTRACTOR, in consultation with the Chief Procurement and Contracts Officer and/or Contract Manager and the Construction/Project Manager, will develop and implement a system for review and processing of change orders.

Coordinate Inspections and Testing:

The CONTRACTOR, in consultation with the City (representatives), shall coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

Quality Control:

The CONTRACTOR shall keep the City reasonably informed about the progress and quality of the portion of the work completed and report to the City (1) any known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) any defects and deficiencies observed in the work.

Close-Out Phase:

Develop Close-Out Program:

The CONTRACTOR, in consultation with the City (Contract Manager), will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.

Verify Substantial and Final Inspections:

The CONTRACTOR, will verify substantial completion and final inspections. The CONTRACTOR will assist the City in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

Coordinate Construction Close-Out:

The CONTRACTOR will assist City to coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders and recommendations for payment of retainage.

Certificates:

The CONTRACTOR, upon completion of the Project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

Subcontractors:

The CONTRACTOR shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the General Contractor must notify the City prior to subcontractor work. Firm must clearly explain their participation. The City must approve of all subcontractors prior to subcontractor work.

The following timeline will be followed by CONTRACTOR and CITY for all requests under this agreement.

Phase I:

CONTRACTOR shall conduct a pre-design meeting within two (2) weeks of CITY request in writing for project. Meeting may be held via phone, email, and/or in-person.

Phase II:

The CONTRACTOR shall submit proposal/task order within 30 calendar days or timeframe mutually agreed upon by CITY and CONTRACTOR from the date of Phase I meeting.

Phase III:

The CITY and CONTRACTOR will mutually agree upon proposal/task order scope of services, deliverables and timeline within 30 days.

If CITY and CONTRACTOR do not mutually agree upon proposal, the CITY has the option to proceed with obtaining another proposal from another architectural firm.

Phase IV:

Proposal/Task order will begin upon receiving official notice to proceed (i.e. Purchase Order) by CITY. Plans and specifications shall be completed based on the proposal/task order approved by CITY.

EXHIBIT "A"

EXHIBIT "B"

TERM OF AGREEMENT

The contract for these services shall be for (3) years from the execution of the contract with the option of (1) additional 2-year period for a maximum of five years. This Agreement can be extended, upon expiration of the terms, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and City.

EXHIBIT "B"

COMPENSATION, FEES AND COMMISSIONS

Fee (construction cost) based on project construction cost.

a. *Small Projects:*
   i. Projects not exceeding $100,000 are on a 8.75%
b. *Mid-Sized Projects:*
   i. Projects from $100,000 to $3 Million are on a 7.5 %
c. *Large Projects:*
   i. Projects over $3 million construction cost on a 6.5%

Fee Schedule Type of Trade	ERO Architects
***Type of Trade - Hourly Rate:* Principal Architect**	$ 285.00
Architect	$ 200.00
Architectural Intern	$ 165.00
Principal Interior Designer Interior Designer (K + Arch. ONLY)	$ 185.00
Draftsman	$ 135.00
Administrative	$ 75.00
Subcontractor: Structural Engineer	$ 285.00
MEP Engineering	$ 275.00
Civil Engineering	$ 185.00
Surveying	N/A
Windstorm Certification	$ 285.00
Security, Surveillance, telephone, data or audio-visual systems	$ 235.00
Soils Investigation	N/A
Material Testing during construction	N/A
TDLR plan review and inspection fees	N/A
Hazardous Materials survey or testing	N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred
Drawing / document reproduction	$ 90.00
Schematic Design:	
***Type of Trade - Hourly Rate:* Principal Architect**	$ 285.00
Architect	$ 200.00
Architectural Intern	$ 165.00
Principal Interior Designer	$ 185.00
Draftsman	$ 135.00
Administrative	$ 75.00
Subcontractor: Structural Engineer	$ 285.00

MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Design Development:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftsman	$	135.00
Administrative	$	75.00
Subcontractor: Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Construction Documents:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00
Subcontractor: Structural Engineer	$	285.00

MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Public Bidding:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00
Subcontractor:Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Construction Phase:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00

Subcontractor: Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Close-Out Phase:		
Type of Trade - Hourly Rate: Principal Architect	$	285.00
Architect	$	200.00
Architectural Intern	$	165.00
Principal Interior Designer	$	185.00
Draftman	$	135.00
Administrative	$	75.00
Subcontractor: Structural Engineer	$	285.00
MEP Engineering	$	275.00
Civil Engineering	$	185.00
Surveying		N/A
Windstorm Certification	$	285.00
Security, Surveillance, telephone, data or audio-visual systems	$	235.00
Soils Investigation		N/A
Material Testing during construction		N/A
TDLR plan review and inspection fees		N/A
Hazardous Materials survey or testing		N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred	
Drawing / document reproduction	$	90.00
Subcontractors:		
Type of Trade - Hourly Rate: Principal Architect (If /When Applicable)	$	285.00
Architect (If /When Applicable)	$	200.00
Architectural Intern (If /When Applicable)	$	165.00
Principal Interior Designer (If /When Applicable)	$	185.00

Draftman (If /When Applicable)	$ 135.00
Administrative (If /When Applicable)	$ 75.00
Subcontractor: Structural Engineer	$ 285.00
MEP Engineering	$ 275.00
Civil Engineering	$ 185.00
Surveying	N/A
Windstorm Certification	$ 285.00
Security, Surveillance, telephone, data or audio-visual systems	$ 235.00
Soils Investigation	N/A
Material Testing during construction	N/A
TDLR plan review and inspection fees	N/A
Hazardous Materials survey or testing	N/A
Misc. reimbursable expenses (billed without any markup)	10% of cost incurred
Drawing / document reproduction (If /When Applicable)	$ 90.00

EXHIBIT "C"

EXHIBIT "D"

TASK ORDER FORM

CONTRACT AGREEMENT FOR ARCHITECTURAL SERIVCES #ASC-41-0719

TASK ORDER AUTHORIZATION NUMBER _____

TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

DATED _____

BETWEEN ARCHITECTURAL FIRM AND

CITY OF BROWNSVILLE, BROWNSVILLE, TX,

CITY and ARCHITECTURAL FIRM agree to amend their Master Contract Agreement ASC-41-0719, to include fees for architectural services. The items covered by this Task Order and/or Amendment are described as follows:

Item No. _____

City agrees to pay Architectural Firm for the services listed under Exhibit "C" of the original Contract Agreement in the following manner:

SECTION A - BASIC SERVICES DESIGN

Item No. _____ Preliminary Design ..... Payment Method to be Determined
Item No. _____ Design ..... Payment Method to be Determined

BIDDING

Item No. _____ Bidding..... Payment Method to be Determined

Method of payment shall be as follows

Interim payments up to 90 percent based on work performed by the Architectural Firm and detailed in a report submitted to the City with the request for payment. The remaining ten percent (10%) to be paid immediately upon Notice to Proceed for construction, or, in the event the City does not elect to immediately proceed with construction, the remaining ten percent to be paid upon receipt of request for payment from the Architectural Firm.

SECTION B - SPECIAL SERVICES (SOILS AND PAVEMENT INVESTIGATIONS/TOPOGRAPHIC SURVEYS/HYDROLOGIC STUDIES/CONSTRUCTION ADMINISTRATIONS AND FIELD ARCHITECTURAL)

The maximum estimated SPECIAL SERVICES architectural is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Item No. ____ Geotechnical Investigations..... Payment Method to be Determined

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Item No. ____ Topographic Surveys ..... Payment Method to be Determined

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Item No. ____ Acceptance Testing ..... Payment Method to be Determined

If work is abandoned, or terminated, after obtaining approval by the City of the final construction plans and specifications, the City shall reimburse up to 100 percent of the total lump sum as listed under SECTION A, and

100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under SECTION B.

CONSTRUCTION ADMINISTRATION AND FIELD ARCHITECTURAL

The estimated maximum for CONSTRUCTION ADMINISTRATION and FIELD ARCHITECTURAL is:
Item No. ___ Construction Administration..... Payment Method to be Determined
Item No. ___ Pre-Construction Coordination..... Payment Method to be Determined
Item No. ___ Construction Coordination..... Payment Method to be Determined
Item No. ___ Post Construction..... Payment Method to be Determined

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the City agrees to make monthly payments based upon the work performed by the Architectural Firm less 10 percent. The final 10 percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible "Record Drawings" have been submitted to the City when the construction work has terminated. The "Record Drawings" and Construction Report shall be submitted within a period of 90 days from end of construction period. This Task Order and/or Amendment shall be considered concurrent with completion of audit.

All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the patties hereto have set their hands and seals on the day and year herein stated.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 20___.

OWNER:	CONTRACTOR:
_____	_____
(Signature)	(Signature)
_____	_____
Print Name:	Print Name:
_____	_____
Title	Title
City of Brownsville	_____
	Firm's Name

Approved as to legality and form
this 16 day of January, 2020.
Name:
Title: Deputy City Attorney
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the MARKETING AND ADVERTISING SERVICES CONTRACT AGREEMENT and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment with the following Limits:

1.	Bodily injury	$250,000 each person, $500,000 each occurrence
2.	Property damage	$100,000 each occurrence

EXHIBIT "E"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-512665

Date Filed:
07/03/2019

Date Acknowledged:
1/23/20 JP

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
goERO International LLC dba ERO Architects
McAllen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SOQ #ASC-41-0719
Architectural Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Eli R. Ochoa, and my date of birth is 11/17/56.

My address is 300 S 8th St (street), McAllen (city), TX (state), 78501 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 3rd day of July (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

June 29, 2023

Doroteo Garcia Jr.
Assistant City Engineer
The City of Brownsville
6035 Jaime Zapata
Brownsville, TX 78521

via email: doroteo.garcia@brownsvilletx.gov

Re: Services Agreement Proposal for Architecture and Engineering Services of the City of Brownsville New Sanitation Department Shop

Dear Mr. Garcia:

With the existing Architectural Services Contract Agreement for the City of Brownsville, #ASC-41-0719, entered on February 4, 2020, ERO Architects (ERO) is pleased to provide our proposal for a Services Agreement (Agreement) to the City of Brownsville (City) for professional services to prepare a sealed set of drawings, code compliance and specifications setting forth requirements for permitting on the construction and expansion of the New Brownsville Sanitation Department Shop, Phase 1 and Phase 2, located at 9000 Ruben M Torres, Brownsville, Texas 78521 (Project). ERO will provide architecture, MEP/F and structural services and utilize local sub-consultants to assist on the Project.

Scope of Work Services
ERO's scope is currently based on an initial meeting at your office on May 18 and site visit of the existing shop area by ERO staff that same day. Your office shared information of the existing shop structure and your thoughts about its possible new construction, expansion and/or addition options to the shop site similar to the Republic Services La Gloria Landfill in Edinburg (program to be determined). Delivering two building phases with an open area pavillion and an enclosed office area, two service bays for maintenance, new hoist and parking.

ERO will abide by the Scope of Services for architectural and engineering services agreed upon in Exhibit A of our Contract Agreement, page 5, including concept validation, schematic design, design development, sealed construction documents (permit ready with code compliance and specifications), bidding and negotiations, construction administration and close out phases. ERO complies with rules and regulations of funding agencies.

Compensation
For the Scope of Work as described above ERO proposes a fee of $75,000 for the Phase 1 new building based on 7.5% of the cost estimate of $1,000,000; and a fee of $150,000 for the Phase 2 new building based on 7.5% of the cost estimate of $2,000,000 (fee percentages are noted in Exhibit B, page 10). Significant changes to the described scope of work or cost of construction may result in an approved change of fees. The schedule of deliverables for the scope of work will be determined by the City and ERO. Monthly invoices will be issued by ERO for all services performed under the terms of our Contract Agreement.

Assumptions / Exclusions / Provisions
- City will provide civil engineering, surveys and a geotechnical report.
- Excludes design and detailing of sitework including parking, irrigation, landscape, paving, fencing, retaining walls, dumpster pads, sign foundations, etc. unless specifically included as additional services.
- Excludes commissioning, testing, special inspections or responsibility for these services.
- These services can be provided as additional services under a different proposal and scope of work.
- ERO has no control over construction cost market conditions or bidding procedures.

Additional Services
Additional Services, if required, include: work beyond the scope described in this proposal; items specifically identified as Additional Services; revisions in ERO's work due to a change with instructions or approvals given by the City; enactment of or revisions to codes, laws, ordinances, or official interpretations which necessitate changes in ERO's work; construction duration beyond the approved schedule; and/or changes in scope, all utilizing the Exhibit D Task Order Form, page 16.

Reimbursable Expenses
Reimbursable expenses are allowed based on terms stipulated in Exhibit B of our Contract Agreement, page 10.

Insurance
ERO and its team carry professional liability, general liability and workers compensation insurance policies in accordance with what we have found are generally acceptable requirements. ERO will furnish proof of insurance coverages as required under Section D of our Contract Agreement, page 18.

Standard of Care
ERO will perform the Project in a manner consistent with the degree of competency, care and skill ordinarily exercised by other professionals of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement.

Indemnification and Liability
ERO shall indemnify and hold harmless the City, its board, consultants and employees, from and against those liabilities, damages, and costs that the City is legally obligated to pay as a result of negligent acts, errors or omissions of ERO. ERO will reimburse the City for reasonable defense costs for claims arising out of ERO's professional negligence and is in the aggregate, limited to an amount no greater than the fee earned under this Agreement. The foregoing hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by ERO's insurance. The City agrees to indemnify and hold harmless ERO, its officers, principals, consultants and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by City's negligent acts, errors or omissions in connection with the Project and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Termination
The City or ERO may terminate this Agreement under the terms of our Contract Agreement, Article 7, page 2.

If acceptable, please sign and return one copy of this Agreement to ERO. We appreciate the opportunity to provide this Agreement and look forward to working with the City of Brownsville and the new Sanitation Department Shop. Feel free to contact us should you have any questions or comments.

Respectfully submitted,



Brian Godinez
ERO Architects

City of Brownsville Approval and Agreement:

_____
Signature and Date

_____
Print Name and Title

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve the proposal from SCS Field Services for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill in the amount of $106,914.00. #LES-63-0703 as budgeted. (Engineering and Public Works Department)

Summary:
SCS Field Services will be providing services for the replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill, located at 9000 Ruben M Torres, Brownsville Tx 78521.

Project Scope and Analysis:
The Scope of Work is based on the routine maintenance that is performed monthly at the Site. SCS-FS will provide all labor, equipment, and materials needed to perform the existing landfill gas (LFG) lateral and variable frequency drive (VFD) replacement. Due to the depths of the lateral piping from operational filling after installation, SCS-FS will need to install new lateral piping to a safe and workable trench depth at locations closer to the perimeter header or existing extraction wells.

Funding:

Source: 806-8113-9725-50

Amount: $106,914.00

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering & Public Works Department recommends for approval.

Commission Pillar:
Infrastructure

Attachments:

1. SCS Field Services Proposal - Replacement Laterals and VFD at City of Brownsville Landfill
2. SCS Contract #LES-63-0703(Master Contract)
3. SCS Gas Lateral Pipeline Proposal Presentation (1)
4. Procurement Analysis - SCS Engineers

June 15, 2023

Mr. Jose Maldonado
Landfill & Storm Water Manager
City of Brownsville Landfill
9000 Ruben M Torres
Brownsville, 78521

Subject: Proposal for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill.

Dear Mr. Maldonado:

SCS Field Services (SCS-FS) is pleased to submit this proposal for the above referenced project and appreciates the opportunity to be of service to the City of Brownsville Landfill (Site).

SCOPE OF WORK

The Scope of Work is based on the routine maintenance that is performed monthly at the Site. SCS-FS will provide all labor, equipment, and materials needed to perform the existing landfill gas (LFG) lateral and variable frequency drive (VFD) replacement. Due to the depths of the lateral piping from operational filling after installation, SCS-FS will need to install new lateral piping to a safe and workable trench depth at locations closer to the perimeter header or existing extraction wells. Below is a list of the required tasks SCS-FS is proposing to perform as part of this proposal.

- SCS-FS proposes to expose existing vacuum laterals to well connections at EW103R, EW106R, EW110R, and EW112R. This will allow for SCS-FS personnel to abandon vacuum laterals below grade due to watered in laterals that hinder gas extraction at these locations.

- SCS-FS proposes to install 6-inch lateral lines to the existing wells and tie-in at the closest, predetermined locations that allow for the condensate liquids to drain back into the header piping and condensate sumps.

- SCS-FS will salvage existing wellheads and reinstall them to new lateral lines once completed to continue gas extraction of the well.

SCS-FS will order and install a new VFD on one of the blowers at the Site, which is not functioning and preventing operation of the blower. Once installed, SCS-FS will restart the blower and verify that the system is operating satisfactorily. Although the VFD on the other blower also does not appear to be functioning properly, SCS-FS is not proposing to replace it at this time. Instead, that VFD will be removed and shipped to a vendor to be assessed and possibly repaired.

With this proposal, SCS intends to provide non-routine services for the Site. These services are intended to provide activities that may be requested by the City of Brownsville during the contract period. This task includes no specific scope of services except to provide construction services as

directed by the City. The cost estimate associated with this task is solely for authorization purposes only. Cost for this task will be authorized after an official quote from SCS-FS personnel to be approved by the City. Additional fees may be authorized by the City by change order should the initial budget be consumed. The work associated with this task will be at the direct request by City staff.

ASSUMPTIONS AND CONDITIONS

- SCS-FS' price does not include seeding of disturbed areas, silt fence or other erosion control or sediment control measures.
- SCS-FS' price does not include an articulated dump truck for trash or soil hauling and Site personnel will assist in placement of these materials for cost saving purposes as agreed upon.
- Existing wiring at the Site will be satisfactory for installation of the new VFD without additional electrical work.
- The cost estimate accounts for purchase of a new VFD, removal and replacement of the existing VFD, and shipment of the old VFD to the vendor but not for the repair of that VFD. If the vendor determines that the VFD can be repaired, then SCS-FS will provide a separate cost estimate to the City for that service.
- Any tie-in locations that are inaccessible due to extreme amounts of liquid that requires additional equipment and material is not included in the proposed price.
- Reasonable site access for the listed authorized personnel, equipment, and materials to enable completion of the work.
- SCS-FS' price does not include obtaining construction, NPDES, storm water or other environmental permits.
- SCS-FS assumes that conditions, which differ materially from information provided by the client or what is reasonably anticipated given the nature of the work, are excluded from our bid.
- Work will be performed in OSHA Level D protection.
- SCS-FS' price does not include marking of utility lines, nor damage to unmarked utility lines.
- Site and weather conditions will permit completion of the project in accordance with the proposed time frame.
- This quote is valid for 60 days from the date of this submittal.

PROJECT SCHEDULE

Upon approval of this proposal, SCS-FS will begin scheduling personnel, equipment, and materials for the replacement lateral installation and order a new VFD. SCS-FS estimates 6 working days to complete lateral installation and can begin mobilizing to site as soon as August 14, 2023. As soon as

possible after receiving the VFD, SCS-FS personnel will visit the Site to complete its installation. Removal of the existing VFD and installation of the new VFD is expected to take one day onsite. The VFD being removed will then be shipped to the vendor.

COMPENSATION

SCS-FS would be pleased to perform the work in accordance with the above listed Assumptions and Conditions for a total cost of $106,914. See below for cost breakdown.

Task	Description	Unit	Qnty	Unit Price	Total
1	Mobilization/Demobilization	LS	1	$ 10,750	$ 10,750
2	VFD Replacement*	LS	1	$ 19,964	$ 19,964
3	Lateral Replacement for EW 103R, 106R, 110R, & 112R	EA	4	$ 7,800	$ 31,200
4	Tie in and Abandonments	EA	4	$ 3,750	$ 15,000
5	Additional Non-Routine Funds	LS	1	$ 30,000.00	$ 30,000.00
					$ -
					$ -
	* Includes separate mobilization/demobilization event			**TOTAL**	**$ 106,914**

CLOSING

Should you have any questions regarding this project, please contact Bobby Llanas at (214) 605 - 4666.

Sincerely,





Bobby Llanas
Project Manager
SCS Field Services

Jason Lewallen
Regional Manager
SCS Field Services

Brownsville
2001 / 2014

City of BROWNSVILLE On the Border, By the Sea Texas

FINANCE DEPARTMENT
PROCUREMENT SERVICES
ANALYSIS

Date: June 22, 2020
To: Mr. Noel Bernal City Manager
From: Lupe Granado, Finance Director
CC: Jose F. Perez, Assistant Director
Mrs. Helen Ramirez, Deputy City Manager
Mr. Armando Gutierrez, Jr., Director of Engineering and Public Works
Subject: Agenda Item for the City Commission meeting of July 7th, 2020
"Consideration and Action to Request Authorization to Amend Term Contract for Engineering Services for the City of Brownsville Municipal Landfill with Task Order Authorization No. 2020-1 "RFP # LES-63- 0703", "Current expiration date of September 30, 2020"

At the request of the City Commission action item presented on Commission meeting of July 7, 2020, under Task Order Authorization No. 2020-1. Consideration and ACTION to request that all contracts with extension options receive City Commission approval prior to entering into an extension of contract to renew term for the following contract:

RECAP

Original contract with Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers A Term Contract to Provide Professional Engineering Services for the Municipal Solid Waste Facility (City of Brownsville Landfill), was entered into on June 1, 2011 with the primary term ending on September 30, 2015. The primary term of the Master Consulting Agreement was approved for an extension of five (5) years by City Commission on September 15, 2015, with an expiration date of September 30, 2020.

The City now reserves the unilateral option to extend the life of the contract for a period of five (5) years. The recommended firms will also serve in the capacity of consulting engineering services, based upon additional miscellaneous projects as scheduled by City Departments.

This contract shall commence upon award by the City Commission and shall expire on September 30, 2025.

UPDATE

At the request from Armando Gutierrez Jr., Engineering and Public Works Director, a proposal from Stearns, Conrad and Schmidt Consulting Engineers, Inc, (dba SCS Engineers) to provide City Landfill Engineering Services for an additional Five (5) Years, exercising the second of three extension periods. .
{Bookmark "A" Task Order Authorization No. 2020-1}

Procurement Summary

Task Order No. 2020-1 to provide Professional Engineering Services for the Municipal Solid Waste Facility (City of Brownsville Landfill), for a retainer fee in the amount of **Four Million, Fifty-Five Thousand and Sixty Dollars, with 0 Cents, $4,055,060.** Upon approval, Task Order Authorization No. 2020-1 will exercise the second of three extension periods as per terms and conditions of Section 3.A.2 of the Master Consulting Agreement.

The engineering staff at SCS has over 20 years of experience working with the City Landfill and City Staff. During this time, their staff has assisted the City with numerous projects and tasks, which include the following:

FINANCIAL IMPACT
The proposal for **Task Order Authorization No. 2020-1** lists the scope of services and estimated costs associated with extending the provision of engineering and environmental services through 2015. Projected costs for the five-year term totals **$4,055,060** which will cover twenty-two (22) total tasks. This represents a 4% increase from the previous 2015-2020 retainer.

For 2020-2025, there are some new task orders being proposed to the Master Consulting Agreement portion of the contract. The purposes stem from new State and Federal requirement, implementing improved planning strategies, and others with the intent of reaching long-term, cost-savings goals for the City.

The following is offers an explanation on the newly proposed tasks:

Task 8 - Gas Collection & Control Plan *(FY21 one-year annual budget)*
The task will satisfy City Landfill's requirements under 40 CFR 63, Subpart AAAA which was finalized in March 2020.

Task 9 - NSPS Reporting *(five-year annual budget)*
The task is necessary to fulfill the Full New Source Performance Standard (NSPS) control requirements for the City Landfill beginning in June 2021.

Task 10 - NSPS Initial Source Test *(FY21 one-year annual budget)*
The task is necessary to carry out mandated source testing on the City Landfill's open gas flare to be performed in the second half of 2021, and submitted by December 2021 with the first NSPS semi-annual report.

Task 12 - Tipping Fee Study and Financial Analysis *(five-year annual budget)*
SCS will perform an annual assessment on the adequacy of the current landfill tipping fees to cover service costs and potential rate adjustment to support the development a 10-year "business plan" for the City. The data collected will complement the City's overall Solid Waste Plan.

Task 18 - Safe Equipment Operator Training *(five-year annual budget)*
The training will address safety and industry best practices to perform landfill operations and maintenance more efficiently. Specialized training and education is expected to translate into improved safety awareness, savings on equipment maintenance costs and efficiency of operations, as well as increase the staff motivation.

Task 19 - Construction Quality Assurance of Landfill Gas System Expansion *(FY21 one-year annual budget)*
SCS will perform construction quality assurance on the planned construction of the GCCS expansion scheduled for completion by March 2021 as per TCEQ regulation.

Task 20 - Alternate Daily Cover *(five-year annual budget)*
SCS will offer assistance with proper spray-on application of alternate daily cover on an as needed basis. An analysis conducted on the standard 6" daily cover operation shows that it costs the City $8,800/day. The expenses include airspace, clean soil material, and excavation/hauling. Having this type of service available at the City's disposal translates into landfill operational cost savings and a reduction in resources used. However, more importantly it helps in keeping the City in compliance with TCEQ regulations and Site Permit requirements during wet-weather days when covering the working face(s) with soil is nearly an impossible feat.

CONCLUSION
The term of the Master Consulting Agreement may be extended automatically by the terms and conditions (Sec. 3.A.2) of the Master Consulting Agreement for a period of five years upon the same terms and conditions as herein set forth. Therefore, the City of Brownsville Engineering and Public Works Department recommends the extension of the agreement in order for the City to continue to receive excellent service from SCS at the City Landfill for the next five years.

Funding will be derived from Landfill Fund 66 - Special Projects/Professional Services.

To:	Mayor Mendez and City Commission
Through:	Noel Bernal, City Manager
From:	Armando Gutierrez, Jr. P.E., Engineering & Public Works Director
Date:	July 7, 2020
SUBJECT:	**Master Consulting Agreement Renewal for Engineering Services at Brownsville Municipal Solid Waste Landfill #LES-63-0703**

RECOMMENDATION:

The Engineering & Public Works Department is recommending approval to renew the City Landfill Engineering Services with Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers (SCS) of Houston, TX for an additional five (5) year term with a retainer fee in the amount of $4,055,060. Upon approval, Task Order Authorization No. 2020-1 will exercise the second of three extension periods as per terms and conditions of Section 3.A.2 of the Master Consulting Agreement.

BACKGROUND:

The Texas Commission on Environmental Quality (TCEQ) requires all solid waste facilities to use specially trained scientists and engineers to maintain and ensure environmental compliance with regulations. To ensure quality and accountability, a Certified Professional Engineer and City Management or Authorized Representative is required to sign off on any site permit applications and support documentation for the landfill. Permit applications, facility environmental programs and other work requiring comprehensive knowledge of State and Federal regulations, which keeps the City landfill in compliance, avoids penalties and increases efficiency. SCS has been providing the technical services associated with the City's solid waste disposal facilities in accordance through a Master Consulting Agreement (hereinafter "Agreement") with the City of Brownsville since April 2011. The current term extension for landfill engineering retainer services ends on September 30, 2020.

The engineering staff at SCS has over 20 years of experience working with the City Landfill and City staff. During this time, their staff has assisted the City with numerous projects and tasks, which include the following:

- Expanding the life of the landfill in 2000. Under the old permit, the landfill would now be filled to capacity, and the City would be paying landfill closure costs and forced to find other alternatives for the disposal of solid waste generated by the community. As of this writing, the City landfill has disposal capacity through the year 2070. In effect, a significant financial gain was realized for the City and helped reduce the costs to operate the landfill.

- Assisting the City with permitting the compost program to take advantage of the TCEQ fee compost rebate program. Enrolling in this program saves the City an average of $40,000 annually in solid waste fees. Having a compost facility also saves the City 20,000 cubic yards of landfill airspace annually, which adds one month of facility life expectancy each year.

- Assisting the City with registering a tire storage and processing facility that has allowed the City to be proactive in dealing with the ongoing issue proper management of used/scrap tires. The City now serves as the primary facility for receiving scrap/used tires during regional tire cleanup events.

- Assisting with TCEQ approving site permit modifications for five (5) different alternate daily cover methods which has resulted in significant savings in operational costs and cover soil resources.

- Assisting the City with oversight of several construction projects, all of which were successfully completed at or under budget; notable projects include Methane Gas Remediation and Scalehouse relocation in 2012, Sediment/Erosion Control in 2014, and Disposal Cell #3 in 2009 and #4 in 2019.

- Assisting the City with applying for an Energy Efficiency and Conservation Block Grant (EECBG) from the American Recovery and Reinvestment Act of 2009 (ARRA). As a result of this collaboration, the City was awarded a $1,659,200 grant to install a landfill gas collection system at the Landfill. With the operation of the landfill gas collection system, the City reduces their greenhouse gas emissions and is eligible for possible revenue from the carbon credit market; SCS has now completed the TCEQ approved design and construction plan for the required expansion of the Landfill Gas System which needs to be functional by March 2021.

- Developing a compliance management program that has resulted in excellent inspections by the TCEQ for sixteen consecutive years with no Notices of Violation/Enforcement and $0 dollars in administrative penalties. They have been key component in the establishment of a positive and trustful relationship with regulators.

The City has also been working closely with SCS staff on marketing and financial figures to analyze the feasibility of incorporating innovative programs in the solid waste industry that will generate both additional revenue and cost savings for the City.

FINANCIAL IMPACT

The proposal for **Task Order Authorization No. 2020-1** lists the scope of services and estimated costs associated with extending the provision of engineering and environmental services through 2015. Projected costs for the five-year term totals $4,055,060 which will cover twenty-two (22) total tasks. This represents a 4% increase from the previous 2015-2020 retainer.

For 2020-2025, there are some new task orders being proposed to the Master Consulting Agreement portion of the contract. The purposes stem from new State and Federal requirement, implementing improved planning strategies, and others with the intent of reaching long-term, cost-savings goals for the City.

The following is offers an explanation on the newly proposed tasks:

Task 8 - Gas Collection & Control Plan *(FY21 one-year annual budget)*

The task will satisfy City Landfill's requirements under 40 CFR 63, Subpart AAAA which was finalized in March 2020.

Task 9 - NSPS Reporting *(five-year annual budget)*

The task is necessary to fulfill the Full New Source Performance Standard (NSPS) control requirements for the City Landfill beginning in June 2021.

Task 10 - NSPS Initial Source Test *(FY21 one-year annual budget)*

The task is necessary to carry out mandated source testing on the City Landfill's open gas flare to be performed in the second half of 2021, and submitted by December 2021 with the first NSPS semi-annual report.

Task 12 - Tipping Fee Study and Financial Analysis *(five-year annual budget)*

SCS will perform an annual assessment on the adequacy of the current landfill tipping fees to cover service costs and potential rate adjustment to support the development a 10-year "business plan" for the City. The data collected will complement the City's overall Solid Waste Plan.

Task 18 - Safe Equipment Operator Training *(five-year annual budget)*

The training will address safety and industry best practices to perform landfill operations and maintenance more efficiently. Specialized training and education is expected to translate into improved safety awareness, savings on equipment maintenance costs and efficiency of operations, as well as increase the staff motivation.

Task 19 - Construction Quality Assurance of Landfill Gas System Expansion *(FY21 one-year annual budget)*

SCS will perform construction quality assurance on the planned construction of the GCCS expansion scheduled for completion by March 2021 as per TCEQ regulation.

Task 20 - Alternate Daily Cover *(five-year annual budget)*

SCS will offer assistance with proper spray-on application of alternate daily cover on an as needed basis. An analysis conducted on the standard 6" daily cover operation shows that it costs the City $8,800/day. The expenses include airspace, clean soil material, and excavation/hauling. Having this type of service available at the City's disposal translates into landfill operational cost savings and a reduction in resources used. However, more importantly it helps in keeping the City in compliance with TCEQ regulations and Site Permit requirements during wet-weather days when covering the working face(s) with soil is nearly an impossible feat.

CONCLUSION

The term of the Master Consulting Agreement may be extended automatically by the terms and conditions (Sec. 3.A.2) of the Master Consulting Agreement for a period of five years upon the same terms and conditions as herein set forth.

Therefore, the City of Brownsville Engineering and Public Works Department recommends the extension of the agreement in order for the City to continue to receive excellent service from SCS at the City Landfill for the next five years.

Funding will be derived from Landfill Fund 66 - Special Projects/Professional Services.

April 9, 2020

Attn: J Roy Murray
SCS Engineers
12651 Briar Forest, Suite 205
Houston, Texas 77077

RE: LES-63-0703 Term Contract for Engineering Services for the City of Brownsville Municipal Landfill

The City would like to officially request to **renew** term contract number LES-63-0703 for the first renewal term of five (5) years, ending contract on September 30, 2025. All costs, terms and conditions shall remain firm from the previous contract period and for renewal period. **Contract will be renewed upon City Commission approval.**

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,
City of Brownsville
Finance Dept. - Procurement Services

Acknowledge your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.

Robert B. Gardner
Digitally signed by Robert B. Gardner
Date: 2020.04.13 10:11:03 -04'00'

SCS Engineers

4/13/2020
Date

VENDOR PERFORMANCE EVALUATION FORM

Instructions: Complete this form to report exceptional or unsatisfactory vendor performance to the City of Brownsville Purchasing Department. Please keep a copy for your department records. Type or use a black ballpoint pen to complete form.

Purchase Order # & Date	P-Card Transaction No. & Date	Bid No.	Today's Date
NA	NA	LES-63-0703	April 8, 2020

TO: Vendor Name & Address (please include contact name & phone #)	From: Department Name & Address (please include contact name & phone #)
SCS Engineers, LTD	Engineering & Public Works
12651 Briar Forest, Suite 205	6035 Jaime J. Zapata Ave.
Houston, Texas 77077	Brownsville, TX 78521
J. Roy Murray, Phone: 817 358 6156	Martino Trevino, Phone: 956 548 6000

PERFORMANCE CODES: Nature of report (Check all applicable boxes):

DELIVERY AND RECEIPT PERFORMANCE

- ✓ (002) + Shipment Made Early Upon Agency Request
- ___ (005) Late Delivery – 1st Notice Written (attach a copy of the resolution form)
- ___ (006) Late Delivery – 2nd Notice Written (attach a copy of the resolution form)
- ___ (007) Late Delivery – 3rd Notice Written (attach a copy of the resolution form)
- ___ (010) Delivery Made At Wrong Destination
- ___ (011) Improper Mode Of Delivery
- ___ (012) Delivery Made Outside Specified Receiving Hours
- ___ (013) Delivery Made Early (Unacceptable)
- ___ (014) Failure To Identify Shipments
- ___ (015) Merchandise Shipped Collect
- ___ (016) Short Weight Or Count
- ___ (017) Over Shipment
- ___ (018) Vendor Shipped Incorrect Merchandise
- ___ (020) Failure To Replace Damaged Goods
- ___ (021) Slow Replacement Of Damaged Goods
- ___ (022) Failure To Pick Up Incorrect Shipment
- ___ (023) Improper Product Packaging
- ___ (024) Failure To Follow Palletizing (detail) Instructions
- ___ (025) + Invoice references the work order and/or purchase order

PRODUCT PERFORMANCE

- ___ (031) + Product Upgrade Substitution Suggested and Accepted
- ___ (035) Failure To Meet Specifications
- ___ (036) Poor Product Quality
- ___ (037) Poor Workmanship
- ___ (038) Poor Product Performance
- ___ (039) Delivery Of Used Or Shopworn Goods
- ___ (041) Failure To Provide Required Documentation
- ___ (042) Failure To Provide MSDS (Material Safety Data Sheet)
- ___ (043) Failure To Provide Required Warning Labels
- ___ (044) Required Inspection Stamps/Labeling Missing

VENDOR PERFORMANCE

- ✓ (060) + Exceptional Customer Service Response
- ✓ (061) + Product Or Service Information Provided
- ___ (062) + Exceptional Service Provided For Warranty And Repairs
- ___ (063) + Exceptional Service Provided For Return Of Products
- ___ (064) + Performed Needed Repairs Outside Of Warranty Period Without Charge
- ✓ (065) + Provided Technical/Training/Set Up Assistance When Not Required
- ___ (066) + Price Reduction for Large Order
- ___ (067) + Voluntary Price Reduction
- ___ (068) + Honoring Bid Prices Beyond Specified Time
- ___ (069) + Participation In Specification Development
- ___ (072) Failure to supply performance bond (within required time)
- ✓ (081) Failure To Provide Samples Upon Request
- ___ (087) Failure To Respond To Letter Or Phone Call
- ___ (089) Failure To Promptly Notify City/Agency Concerning Manufacturer Discontinuation of an Item
- ___ (090) Poor Customer Service (Requires Comment)
- ___ (091) Unauthorized Substitution
- ___ (092) Failure To Furnish Price List (Non-Automated Term Contracts)
- ___ (100) Unsatisfactory Installation
- ___ (101) Failure To Respond Promptly To Service Calls
- ___ (102) Service Not Performed Within Specifications
- ___ (103) Failure To Honor Warranty
- ___ (105) Repair Parts Not Available
- ___ (110) Incorrect Invoices
- ___ (115) Failure to comply with terms & conditions of contracts (requires comment)
- ___ (116) Equipment and/or vehicle returned to vendor for failure and/or warranty repairs too often
- ___ (118) equipment/vehicle delivered immediately to City department after repairs
- ___ (120) service cost consistent with the contract pricing
- ___ (122) vendor keeping adequate maintenance of City used building(s) and/or maintenance equipment
- ___ (124) vendor physically inspect & verify that the repairs were actually performed

Detailed explanation (Please be specific; attach additional sheets if required):

SCS Engineers continue to provide exceptional service to the City of Brownsville MSW Landfill under the 2011 Master Consulting Agreement. SCS has been instrumental in maintaining the Landfill's Site Permit up to compliance with Texas Commission on Environmental Quality (TCEQ) regulations. Other notable tasks and accomplishments SCS assisted the City in obtaining include the following:

- Design and Construction of Disposal Cell #4
- Design and pending construction of the Gas Collection & Control System
- Registration and Expansion of the Scrap Tire Facility
- Prepared TCEQ-approved Site Permit Modifications for four additional Alternate Daily Cover materials
- Provided technical assistance which has helped the City Landfill achieve 16 consecutive years of total compliance.

VENDOR PERFORMANCE EVALUATION FORM

Vendor Instructions: Complete and return entire form with attachments to the City of Brownsville Purchasing Dept., 1001 E. Elizabeth St., Ste. 101, Brownsville, TX 78521 within 5 working days. (Attach additional sheets if required):

Vendor Response Completed by:

Printed Name and Signature | Title | Phone #: | Date

For City Purchasing Use Only:

Date Received | Date Entered | Entered By

RESOLUTION CODES

___ (201) + Vendor Commended
___ (202) Complaint Withdrawn
___ (203) Vendor Notified Concerning Performance
___ (206) Vendor Failed To Receive Purchase Order
___ (207) Delivery Made After Follow Up
___ (208) Needed Repairs Made
___ (210) Material or Item Replaced
___ (211) Service Performance Corrected
___ (212) Equipment Performance Corrected
___ (215) Warranty/Service Provided
___ (216) Catalog/Price List Furnished
___ (220) Invoice Corrected
___ (221) Freight Charges Corrected/Reversed
___ (225) Shipment Rejected
___ (230) Performance bond received
___ (235) Performance not corrected
___ (236) Entire order canceled
___ (237) Entire contract canceled (Vendor fault)
___ (238) Entire contract canceled (No fault of vendor)
___ (245) Vendor Advised Not To Repeat Problem
___ (248) Performance Resolved
___ (249) Order Completed

Issue rule analysis conclusion: (Ruling)

Any violation from Vendor/Contractor maybe reported to proper state and/or federal authorities.

CC: Vendor | City Department | Auditor | City Attorney

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Purchase Order # & Date	P-Card Transaction No. & Date	Bid No.	Today's Date
N/A	N/A	LES-63-0703	04/08/2020

TO: Vendor Name & Address (please include contact name & phone #)	From: Department Name & Address (please include contact name & phone #)
SCS Engineers, LTD	Engineering & Public Works
12651 Briar Forest, Suite 205	6035 Jaime J. Zapata Ave
Houston, TX 77077	Brownsville TX 78521
J. Roy Murray, Phone 817-358-6156	Jose Roberto Maldonado 956-547-6592

PERFORMANCE CODES: Nature of report (Check all applicable boxes):

DELIVERY AND RECEIPT PERFORMANCE

- ✓ (002) + Shipment Made Early Upon Agency Request
- ___ (005) Late Delivery – 1st Notice Written (attach a copy of the resolution form)
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- ___ (124) vendor physically inspect & verify that the repairs were actually performed

Detailed explanation (Please be specific; attach additional sheets if required):

SCS has provided exceptional service to The City of Brownsville Landfill , and has facilitated inspection preparedness with the TCEQ. Helping the City landfill to stay in compliance with different programs.

VENDOR PERFORMANCE EVALUATION FORM

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Issue rule analysis conclusion: (Ruling)

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Houston, TX 77077	Brownsville TX 78521
J. Roy Murray, Phone 817-358-6156	Daniel Cervantes 956-6593

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- ___ (122) vendor keeping adequate maintenance of City used building(s) and/or maintenance equipment
- ___ (124) vendor physically inspect & verify that the repairs were actually performed

Detailed explanation (Please be specific; attach additional sheets if required):

SCS has provided outstanding service to The City of Brownsville Landfill . While under The 2011 Master Contract some significant permit modifications contributions have been made to our Site Operating Plan such as, Alternative Daily Cover (sludge, Tarps, and Spray on). SCS also assisted with the Design & Construction of the Newest disposal area Cell #4.

VENDOR PERFORMANCE EVALUATION FORM

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Vendor Response Completed by:

Printed Name and Signature | Title | Phone #: | Date

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Date Received | Date Entered | Entered By

RESOLUTION CODES

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___ (245) Vendor Advised Not To Repeat Problem
___ (248) Performance Resolved
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Issue rule analysis conclusion: (Ruling)

Any violation from Vendor/Contractor maybe reported to proper state and/or federal authorities.

CC: Vendor | City Department | Auditor | City Attorney

MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (hereinafter "AGREEMENT") is entered into as of this 1st day of June, 2011, by and between the following parties:

CONSULTANT:
Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers
12651 Briar Forest Drive, Suite 205
Houston, TX 77077
Phone: (281) 397-6747 Fax: (281) 293-7878

and

CLIENT:
City of Brownsville
P.O. Box 911 - 1001 E. Elizabeth Street
Second Floor, Suite 234
Brownsville, TX 78522
Phone: (956) 548-6087 Fax: (956) 546-2711

Signing of this AGREEMENT by the parties authorizes Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers (hereinafter "SCS") to complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT NAME:

The services described below (hereinafter "Services") are to be provided by SCS in connection with a Project:
Any and all technical services associated with CLIENT's solid waste disposal facilities including, but not limited to the following: Permit modification/amendment preparation, compliance management plans, compliance assistance, solid waste issues evaluation, solid waste plans and studies, solid waste engineering and design, cell design, detention basin and ditch design, groundwater monitoring well construction, gas monitoring probe construction, aerial surveying, ground surveying, hydrogeologic investigations, leachate collection system design, groundwater monitoring system design, groundwater recovery system design, leachate treatment design, gas collection system design, gas management, landfill capping, groundwater monitoring, gas monitoring, Title V assistance, air monitoring, stormwater monitoring, groundwater treatment, phasing plans, stormwater management, siting studies, regulatory liaison, operating plans, closure/post closure plans, CQA plans, alternate liner demonstrations, stability analysis, liner system design, land use studies, construction quality assurance, construction management, general administrative and technical and permitting assistance services and other related services permitting, for landfill projects as further described on proposals or work orders to be attached to this Agreement and incorporated herein.

2. SCOPE OF SERVICES:

CLIENT shall arrange for access and make all provisions for SCS to enter upon public or private property as required for SCS to perform the specified Services.

SCS will perform the services indicated below:

_____ Services identified on attached SCS proposal dated _____or as amended through mutual agreement for additional services.

X — Services performed on a Task Order basis as initiated by mutually agreeable proposals signed by both parties (see sample form provided on Attachment A) and attached to this Agreement.

2A. ADDITIONAL SERVICES:

This Contract can be administratively amended for performance of additional services as requested by CLIENT. SCS shall provide additional services as requested and mutually agreed upon with CLIENT.

3. PERIOD OF PERFORMANCE:

SCS will commence the Services as specified in the Scope of Services, and will proceed with such Services in a diligent manner to completion. SCS will not be responsible for delays caused by factors beyond SCS's reasonable control and which could not readily have been foreseen by SCS at the time this AGREEMENT was executed (see Article 6 below).

3A. TERM:

3A1. PRIMARY TERM:

The term of this Agreement shall be for a period of four (4) years and four (4) months commencing on June 1, 2011, the "Effective Date", and, unless renewed according to the terms of Paragraph 3A2, terminating on September 30, 2015. This Agreement can be extended, upon expiration of the four (4) year and four (4) month primary term, month-to-month on thirty days written notice by the City to the Consultant, for up to six (6) months, unless a longer period is agreed in writing by the Consultant.

3A2. RENEWAL:

The primary term of this Agreement may be extended automatically by the terms of this agreement for a period of five (5) years and may be extended by a written agreement between the parties for two (2) successive five (5) year periods upon the same terms and conditions as herein set forth. If either the City or the Consultant desire to terminate the contract at the end of the current term, either party must notify the other of its intention to do so in writing no less than ninety (90) days prior to the end of the current term, failing in which the Agreement will renew as provided herein.

4. FEE FOR SERVICES:

SCS's fee for Services identified above and the method of compensation shall be as indicated in the proposal dated _____, each Task Order, or as below. Unless indicated below, task orders could specify any of the options listed below or some other variation.

_____Time & Materials fee based on personnel, equipment and expense rates set forth on a mutually agreeable Billing Rate Schedule.
_____Lump Sum fee of $_____ payable upon completion of Services.

The above fees do not include any state, federal or local applicable taxes payable for the Projects, which will be the responsibility of the CLIENT. Invoices are prepared on either the 1st or the 15th of the month, and are due and payable within 30 days of the invoice date.

5. TIME OF PAYMENTS:

SCS will submit monthly invoices for the unbilled portion of Services and Extra Services (see Article 6 below) actually completed. Lump Sum projects/tasks will be billed monthly based on percentage of project completion. CLIENT agrees to pay the invoiced amount within 30 days of the invoice date. Any payment that is not received by SCS within said 30 days of the invoice date, shall be considered delinquent and the amounts due SCS shall accrue a late charge at the rate of 1% per month for each month from the date of the invoice.

6. DELAYS/CHANGES/EXTRA SERVICES:

SCS shall not be liable for delay or default under this AGREEMENT caused by acts of God, or other events beyond the reasonable control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riots, strikes, lockouts, or other labor disputes, and acts of the federal, state, or local government, their agencies or officials unforeseen at the time of execution of this AGREEMENT. Such events shall be deemed to have altered the work contracted for under this AGREEMENT and SCS shall be entitled to an adjustment in the cost of the work. SCS will also perform Extra Services not specified in the Scope of Services, provided SCS and CLIENT have agreed to the scope of such Extra Services and the fee for Extra Services.

7. CONSULTANT'S LIABILITY:

SCS must, before commencing the Services, obtain all information, including with respect to the site or sites where the Services are to be carried out, local conditions and facilities and all local authority and other statutory authorizations necessary in order to provide the Services.

SCS shall perform its work as an independent contractor, and shall have responsibility for and control over the details of and means for performance of the work described in Paragraph 2. SCS is not the agent of the CLIENT when performing this AGREEMENT, unless agreed to by SCS in writing and only to the extent expressly agreed to by SCS. SCS will be liable for any loss, damage or injury caused by SCS or any servant or agent of SCS to third parties or property of third parties or to CLIENT's servants or agents or the property of CLIENT, including any motor vehicle of or provided by CLIENT which is damaged while in possession, custody or control of SCS or its personnel regardless of any insurance held by CLIENT. SCS's liability for damages arising out of the services rendered pursuant to each Task Order authorized under this AGREEMENT, whether arising out of tort or contract, is limited to an amount not to exceed the insurance limits described in Section 12, Insurance.

8. DISPOSAL/HANDLING OF HAZARDOUS SUBSTANCES:

It is possible that state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "wastes") may be encountered at the Project sites. If these "wastes" require handling, transportation or disposal at an off-site facility SCS will assist in advising the CLIENT of the CLIENT's options. However SCS will not "arrange" (as defined in 42 U.S.C. 9607) for the disposal of, accept title to, sign manifests for, or take control of any "wastes." CLIENT shall indemnify and hold SCS harmless from any claims, costs, damages, fines and attorney's fees, litigation costs or expenses, arising out of or in any way related to the handling, transportation and disposal of any "wastes" in the course of SCS's performance of this AGREEMENT.

9. STANDARD OF PERFORMANCE:

Professional services provided by SCS will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering and scientific principles and practices in effect at the time the services are performed. Unless otherwise specified in a Task Order, there are no other warranties, either express or implied, provided by SCS for any of the services described in this AGREEMENT.

10. CLIENT PROVIDED INFORMATION:

Unless otherwise specified in a Task Order, SCS is entitled to rely on all information furnished or to be furnished by CLIENT. CLIENT agrees to defend and indemnify SCS, its officers, agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed by any errors or omissions in information provided by CLIENT.

11. ENVIRONMENTAL ASSESSMENTS:

SCS's Phase I reports present professional opinions and findings of a scientific and technical nature. While attempts have been made to relate the data and findings to applicable environmental laws and regulations, the report shall not be construed to offer legal opinion or representations as to the requirements of, or compliance with environmental laws, rules, regulations or policies of federal, state or local government agencies. Any use of the Phase I report constitutes acceptance of the limits of SCS's liability. SCS's liability extends only to its CLIENT and not to any other parties who may obtain the Phase I report.

12. INSURANCE:

SCS shall maintain during the performance of the AGREEMENT the following minimum insurance to the extent applicable to the Scope of Services as described in Article 2:

Coverage	Limits
Worker's Compensation and Employer Liability	Statutory $1 Million combined single limit

Commercial General Liability including bodily injury and broad form blanket contractual liability and property damage	$2 Million combined single limit
Automobile Liability Owned, non-owned, hired	$1 Million combined single limit
Professional Liability including errors & omissions, pollution liability, including bodily injury, property damage and clean-up	$2 Million per occurrence/ annual aggregate

SCS shall provide CLIENT with a certificate of insurance evidencing the above coverages and naming CLIENT as an additional insured on all policies except for Worker's Compensation and Professional Liability.

13. UTILITIES AND PERMITS:

SCS will request marking of underground utility locations on the site through normal public agencies or locating services. However, other unknown or privately installed subsurface structures may be present on site. The CLIENT is responsible for informing SCS of the locations of these structures. SCS will not be responsible for inadvertent damage to utility lines or other subsurface structures that were not made known to us prior to the start of drilling. CLIENT shall also furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary for completion of the Project, unless otherwise agreed upon in writing.

14. JOB SITE:

SCS will not direct, supervise, or control the work of CLIENT's contractors or their subcontractors. SCS's services will not include a review or evaluation of the CLIENT's contractor's and/or subcontractor's safety measures. SCS will be responsible only for the activities of its employees and the employees of SCS's subcontractors on any job site.

15. ASSIGNMENT:

SCS shall not assign this AGREEMENT, with the exception of accounts receivable, without prior written consent of the CLIENT. SCS may not employ or subcontract any other party or entity it deems necessary or proper for performance of any part of the work described in this AGREEMENT without the prior written consent of CLIENT, or not so indicated in the proposal or Task Order.

16. APPLICABLE LAW:

Unless otherwise specified in a Task Order, this AGREEMENT shall be interpreted, construed, and enforced in accordance with the laws of the state of Texas.

SCS shall observe and comply with all laws, the lawful requirements of regulatory authorities and directions given by CLIENT applicable to the performance of SCS's obligations under this AGREEMENT.

17. TERMINATION:

Unless extended by mutual written agreement of the Parties, this Agreement may be terminated for any of the following events:

I. The inability of SCS to perform the scope of services as described in the Task Orders.
II. By mutual agreement between the Parties.
III. The insolvency, bankruptcy, reorganization under bankruptcy laws, an assignment for the benefit of creditors, or any other determination that either party bay be financially unable to carry out its responsibilities under this Agreement or the proposal.
IV. Execution of Item 18 - Non-Appropriation of Funds.

If either Party shall determine that this Agreement should be terminated, that Party shall advise the other Party of its decision and the specific reason therefore. The other Party shall have ten (10) days to state its reasons, if any, why this Agreement should not be terminated. If wrongful termination is determined by either Party, non-binding Dispute Resolution may be sought in accordance with Item 19 - Dispute Resolution. The Services as described in the Task Order of issue shall not be performed by other entities not associated with SCS until the Arbitrator rules on the case.

18. NON-APPROPRIATION OF FUNDS:

SCS and client agree that in the event of the occurrence of all (but not less than all) of the below:
I. CLIENT are not appropriated sufficient funds for services which in whole or in part are essentially the same services covered by the agreement (if such appropriation is specifically required to pay the payments ("Payments") required under the Agreement);
II. Funds are not otherwise available to CLIENT to pay such Payments to SCS;
III. There is no other legal procedure by which such Payments can be made to SCS; and
IV. The non-appropriation of funds did not result from any act or failure to act on the part of the CLIENT,

Then the CLIENT shall have the right to cancel the Agreement by a written notice to SCS no earlier than thirty (30) days prior to the end of the Client fiscal year. However, if the terms of this clause causes cancellation of the Agreement, the services as described in the Agreement shall not be performed by any other entity not associated with SCS.

19. DISPUTE RESOLUTION:

A. Except to the extent it may invalidate or prejudice any insurance coverage of either party, (i) all disputes between parties arising out of or related to this AGREEMENT shall be decided by non-binding alternate dispute resolution procedures as mutually agreed, and (ii) in the absence of such agreement, disputes shall be decided by non-binding arbitration in accordance with the existing Commercial Arbitration Rules of the American Arbitration Association.

B. Written notice of demand for arbitration must be given to the other party and to the American Arbitration Association within reasonable time after the dispute has arisen, and in no event after the date when the institution of court proceedings based on such dispute would be barred by the applicable statute of limitations.

C. The arbitration hearings shall be held in the appropriate jurisdiction in the State of Texas. Costs of arbitration shall be apportioned between the parties as the arbitrator(s) may decide, consistent with the parties' intent that the non-prevailing party should bear said costs and attorney's fees.

20. SAFETY:

A. SCS places the highest priority on safety and health during the progress of work. Therefore, it shall be the responsibility of SCS to provide and maintain a safe working environment for its employees, SCS's employees and that of its subcontractors, agents, the public and any other third party. All tools, equipment, facilities, and other items used by SCS, and practices employed by SCS in accomplishing the work are considered to be part of the work environment.

B. SCS shall provide a Safety & Health Plan for its employees covering any exposure to hazardous materials (as defined in RCRA, 40 CFR, Part 261) and shall complete all work in accordance with that plan.

In addition to general safety and health guidelines, SCS will provide a site-specific Safety and Health Plan, if necessary.

21. OWNERSHIP AND MAINTENANCE OF DOCUMENTATION:

All materials resulting from SCS's work on this project, including documents, calculations, maps, photographs, drawing, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of SCS's services, but unless otherwise specified in Paragraph 2 shall be owned by CLIENT. SCS shall have the right to retain and use copies or duplicates of all materials and shall not be required to treat such copies or duplicates as confidential information or trade secrets.

22. INDEMNITY:

When such claim is the result of the negligence or intentional misconduct of both SCS and CLIENT, each shall be entitled to contribution from the other in proportion to their allocable shares of responsibility as determined by agreement or by dispute resolution or by a Court of Law.

23. HEADINGS:

Section headings used in this AGREEMENT are used solely for the convenience of reference and shall not amplify, limit, modify or otherwise be used in the interpretation of any provisions of this AGREEMENT. The numbering system is also included for convenience only.

24. DEFAULT - ATTORNEY'S FEES:

The following shall constitute default under this AGREEMENT, permitting the non-defaulting party to suspend performance of the AGREEMENT and entitling it to exercise any remedies permitted by law upon breach:

A. Failure of either party to pay any sums invoiced within the times specified in Article 5 above;

B. Failure of either party, its agents, contractors and subcontractors to maintain a safe working environment or to adequately handle, transport and dispose of hazardous substances;

C. Interference by either party, its agents, contractors or subcontractors in the other party's performance of its work or the work of its agents, contractors or subcontractors;

D. Breach of a material term of the AGREEMENT by either party.

In the event of litigation or other dispute resolution by the parties to this AGREEMENT all reasonable attorney's fees, costs and litigation expenses to protect or enforce the prevailing party's rights shall be paid or reimbursed by the other party.

25. CONFIDENTIALITY AND RIGHTS:

SCS must, and must ensure that its sub-contractors and its personnel, keep secret and confidential and not (unless compelled by law) disclose to any third party any information, data, specification, drawings, reports or other documents supplied by CLIENT to SCS or brought into existence by SCS in the performance of the Services and which is not in the public domain. SCS must take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality.

SCS must not advertise, publish or release information to the public concerning this Agreement, the Services or the operations of CLIENT without prior written consent of CLIENT.

Copyright and other intellectual property rights in materials created or processes invented by the Contractor in performing the Services will belong to CLIENT.

This clause will survive termination of the Contract.

26. FACSIMILE SIGNATURES:

SCS and CLIENT hereto agree that a facsimile copy or photocopy of this document shall be of full effect as the original document for all purposes.

27. SEVERABILITY:

If any provision of this AGREEMENT is determined by a court to be invalid or unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.

28. ENTIRE AGREEMENT:

The AGREEMENT (and any referenced attachments) constitute the entire agreement between CLIENT and SCS and supersedes all prior or contemporaneous oral or written representations or agreements. This AGREEMENT shall not be modified except with documents signed by both parties in writing.

	City of Brownsville	**SCS Engineers**
Signature:		
Name:	Charlie Cabler (Please Print or Type)	Robert Gardner, P.E., BCEE (Please Print or Type)
Title:	City Manager	Senior Vice President
Date	28 April 2011	4/18/2011

"Approved as to Form and Legality
This 25 day of April 2011
Title City Atty
Office of the Brownsville City Attorney"

April 17, 2020

Mr. Jose F. Perez
Assistant Director of Purchasing
City of Brownsville
P.O. Box 911
Brownsville, Texas 78520

Re: Proposal to Provide Engineering and Compliance Services for the City of Brownsville Landfill for the Five-Year Period October 1, 2020 through September 30, 2025
Task Order Authorization No. 2020 - 1

Dear Mr. Perez:

Per your request, SCS Engineers is pleased to submit this proposal for additional services to the City of Brownsville to provide engineering and compliance services to include training, design, preparation of plans, specifications, permit modifications, compliance assistance, environmental monitoring, and aerial and land surveying for the City of Brownsville Landfill.

INTRODUCTION

As you know, over the last several years through the City-SCS partnership, we have been able to develop creative ways to improve the landfill's long term viability, operations, regulatory compliance, and financial returns. For example, our team:

- Prepared a landfill expansion permit amendment that extended the life of the landfill from having to close in the year 2007 to closing in the year 2069;
- Helped landfill operations improve the landfill compaction rate of 1,140 pounds per cubic yard in 2009 to 1,987 pounds per cubic yard in 2019, an efficiency increase of over 70 percent;
- Obtained a U S Energy Efficiency and Conservation Block Grant of $1,659,200 to reduce fossil fuel emissions, reduce total energy use, improve energy efficiency in all sectors, and to spur economic growth and create or retain jobs;
- Maintained compliance with appropriate federal, state, and local requirements including over 10 years of TCEQ inspections with zero violations.

We feel that understanding your overall solid waste system (or operations) and long-term plans enables us to be better engineers and consultants for the City. The SCS staff that will serve you in the coming years is the same as in the past 20 years. We are very familiar with the landfill and the challenges you face. As we've demonstrated over the years, we treat your asset as if it were our own, through the decisions and recommendations we make.

Our goal is not only to provide the technical services you need, but to always improve on our client service. We know the City has new staff that will be engaged in the work in the coming years. To ensure our working relationship continues to be smooth and productive, we suggest having initial and periodic meetings with your staff to gain an understanding of how you and they would like us to interact. For example, how often and through what media would you like us to communicate; what decisions you

would like to be involved in; format of deliverables, invoices, and other things that affect our day-to-day working relationship. We also understand that priorities often change; therefore, we will periodically revisit these topics to ensure we remain in lock step with you.

Lastly, we have recently employed a client feedback tool to obtain your feedback on a formal, routine basis. Based on the frequency you select, we will send a request for feedback that takes only 1 to 2 minutes to complete. This form of frequent communications and check-ins has proven to be extremely valuable in our ability to adjust to client needs and preferences.

This proposal represents a continuation of services contemplated in contract LES-63-0703 under Article 3A2 of the Master Consulting Agreement (MSA), and based on mutual written acknowledgement to renew the contract in a letter dated April 9, 2020 initiated by the City. In accordance with Sections 2 and 2A of the MSA between SCS Engineers and the City of Brownsville, this proposal serves as an amendment to the MSA. This proposal, called Task Order Authorization No. 2020 - 1, allows SCS to provide engineering and environmental services to the City of Brownsville Landfill and to address additional permit and compliance issues with changing Texas Commission on Environmental Quality (TCEQ) and the USEPA regulations.

We look forward to assisting the City with the management of your critical asset, including implementation of the current and new TCEQ and EPA requirements and developing the landfill in a cost-efficient manner. To this end, SCS offers the following Scope of Services.

SCOPE OF SERVICES

Task Order Authorization Number 2020 - 1 is divided into individual tasks for project management purposes. Details on the specific tasks are provided in this Scope of Services, Schedule, and Fees.

Task 1 – Project Management and Project Meetings

This task includes the management of the project, budgets, preparation of project status memoranda and invoices, and participation at regular scheduled meetings with City staff. Activities may include day-to-day and weekly communications as well as monthly progress reports for all project tasks throughout the duration of the project. This task includes one project meeting per year with the City staff and SCS's project engineer and manager.

Task 2 – Conduct Site Operating Procedures Training, Annual Compliance Review, Annual Financial Assurance Assistance, Special Waste Authorization Assistance, and Annual SPCC Plan Assistance

In accordance with the requirements of the City of Brownsville's landfill permit, SCS staff will provide annual training to all site personnel and management on the requirements of the following:

- Site Operating Plan (SOP)
- Prohibited waste
- Emergency response procedures, including fire and explosion
- Use of emergency equipment, communications or alarm systems
- Response to environmental contamination incidents
- Shutdown of operations

- Endangered species
- Hazardous waste identification
- Safety
- Fire protection
- Load inspection
- Prohibited waste
- SPCC
- Emergency response
- Litter control
- Random inspection
- Leachate system maintenance

SCS staff will visit with site personnel to assess the current operating practices and then will train the personnel in methods of incorporating the new procedures with the current practices. Training will be given in four (4) personnel categories as described in the SOP. These categories are Laborers, Gate/Scale Attendants, Equipment Operators, and Landfill Manager. SCS will schedule monthly visits over the course of each year to conduct the training. SCS will coordinate training sessions with City staff.

SCS will conduct annual compliance reviews of the facility. This compliance review will typically occur approximately 2 months prior to the landfill's anticipated TCEQ inspection. SCS will document the findings of the review with City staff and recommended corrective actions. Additionally, SCS and subcontract staff will attend the annual TCEQ inspection with City staff.

SCS will conduct reviews of special waste requests and assist the City in evaluating and processing the special waste request. This will be performed on an as needed basis. City staff will forward special waste requests to SCS. SCS will review the special waste paperwork for compliance with current permit and TCEQ requirements and will prepare a written evaluation on the data submitted and additional requirements.

SCS will provide the City with assistance in updating the financial assurance per the permit requirements and provide annual assistance for communicating with the TCEQ.

SCS will annually review the Landfill's Spill Prevention Control and Countermeasures (SPCC) Plan and update the plan accordingly.

Task 3 – Landfill and Compost Operations Assistance

SCS will provide assistance with the operations of the landfill and compost facility.

SCS will provide project staff to visit the landfill facility weekly. SCS staff will inspect the overall layout of the landfill and recommend any operation, construction or maintenance changes that are required as part of the permit or by good operating practices. SCS staff will meet with City staff to discuss the results of the inspections and any other ongoing operational issues.

SCS will provide project staff to visit the compost facility weekly. SCS staff will inspect the overall layout of the facility and recommend any construction or maintenance issues that are required as part of the permit. SCS staff will inspect the layout of the feed materials, process materials and final

compost materials to determine if they are being stored appropriately, including size and location of piles. SCS will review the operating processes of the facility, the grinding process, the feed mixture (nitrogen ratio of 25:1 to 30:1), the windrow turning, the screening of the compost, and the storage and final processing of the finished material. Additionally, SCS will assist with the temperature and tracking of the windrows to assure that the compost material has been held over 140° F for at least 15 days and turned every 3 days during this process.

SCS staff will review the compost program records including:

- Incoming feedstocks,
- Outgoing compost,
- Volume of finished product,
- Volume beneficially reused,
- Documentation of the expenses to operate the facility, including:
  - Labor,
  - Equipment, and
  - Fuel and other supplies.

SCS will assist the City staff with preparing TCEQ required reports including Incoming Feedstock and Outgoing Compost, documentation of expenses and other forms or reports that might be required by the TCEQ. By fining these reports, SCS will assist the City in qualifying for a refund of up to 15% of the solid waste fees, consistent with TCEQ rule §30 TAC 330.677.

SCS staff will be available to assist the City with any TCEQ audits of the compost facility.

Task 4 – Landfill Gas Flare Opacity Inspections

SCS will conduct daily opacity inspections of the landfill gas flare. SCS staff will document the opacity of the flare in accordance with the facility's TCEQ air permit. The inspection reports will be provided to the facility for inclusion in the landfill's Site Operating Record.

Task 5 – Semi-Annual Air Permit Audit (Compliance Report) and Title V Reporting

SCS will conduct two compliance audits per year in accordance with the provisions of the landfill's Title V permit, Standard Permit, and pertinent Federal Regulations (such as the New Source Performance Standards (NSPS) for Municipal Solid Waste Landfills). SCS personnel will visit the site twice a year to evaluate the compliance status of the landfill and to help assure the City that compliance with respect to appropriate air regulations and requirements is maintained. SCS will meet with the City staff during this visit to discuss the preliminary findings and discuss possible recommendations. Upon the City's authorization of the audit report, SCS will provide copies for the City's files. These reports will coincide with the landfill's Title V reporting events so that, upon completion of the audit, the City's Responsible Official will have more information on which to base a compliance determination. SCS has budgeted two meetings a year at the site with the City to discuss the final audit findings and the report.

As mentioned above, this task also includes the semi-annual preparation of the landfill's Title V semi-annual deviation reports and annual certification reports to the TCEQ. These reports are required so

that the City's Responsible Official can certify that compliance with air-related requirements was maintained.

SCS will schedule the audits to coincide with the Title V reporting so that compliance can be discussed with the Responsible Official prior to filing these reports.

Task 6 –Air Permit Renewals and Revisions

This task covers two known permitting actions that will be needed during the contract period.

The first will be updating the Title V permit for the new rules under 40 CFR 63, Subpart AAAA that were recently finalized. This will remove the landfill from 40 CFR 60, Subpart WWW requirements and bring this new rule's requirements into the permit, as required. This permit revision will be processed concurrently with the GCCS Design Plan that's included as another task in late 2020. It will consist of a cover letter narrative and appropriate TCEQ forms. A draft will be prepare for City review and signature. Upon receipt of comments and the executed certification page, SCS will submit the revision on the City's behalf, and answer any TCEQ questions that come up during their review.

For the second permitting action, the Title V General Operating Permit (GOP) No. 517 which requires renewal every five years, will require a renewal in 2025. Per 30 TAC § 122.133(4), in order for an application for GOP renewal to be considered "timely" it must be submitted between 6 and 18 months before the existing GOP's expiration date.

SCS will prepare the certification document to renew the GOP. This certification document will contain a narrative discussion supporting the renewal as well as the GOP checklist and appropriate unit attribute checklists for the emissions sources that are subject to regulatory requirements. SCS should not require any information from the City to complete this work since we perform all other air compliance functions and are aware of on-site sources. Renewals for GOP permits do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft renewal application, SCS will transmit a draft to the City for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies and the City.

Task 7 – Annual Greenhouse Gas, Emissions Fee, and Emissions Inventory

SCS will perform annual Greenhouse Gas (GHG) reporting, Emissions Inventory (EI) reporting, and Emissions Fee reporting. GHG and EI reporting are due on or around March 31st each year, with Emission Fee reporting due by June 1st each year.

SCS will collect the information necessary to estimate emissions for GHG and EI reporting. We will have most, if not all of this information from other work we do for the City. Once we have the necessary information, we will prepare emissions calculations conforming to the GHG and EI reporting requirements along with other information regarding the landfill required by EPA and TCEQ. Based upon SCS's familiarity with the City's facility and permit, and since site visits will be made in association with the annual air audits, no site visits are included in this task.

Once SCS has prepared the appropriate emissions calculations, we will work to enter them into the required online reporting portals (eGGRT for GHG reporting and STEERS for EI reporting). We will contact the City for a final review once the online entry has been completed. Ultimately, the City will be contacted to certify the EI results to TCEQ through STEERS, however, SCS can submit the GHG reporting results as the City's agent. As a final deliverable for the GHG and EI reporting, SCS will provide the City with a memorandum annually, summarizing pertinent details of the reporting for the landfill's files.

Regarding the Emission Fee reporting, this is a follow-up to the State of Texas EI. In April of each year, TCEQ will send out an emissions fee remittance form. SCS will fill out this form on behalf of the City utilizing EI values that were submitted by the prior March 31st. We will also remit this form to TCEQ on the City's behalf after the City's review period. The City will be invoiced separately by October 31st each yeah with payment due by November 30th. Our fee assumes that the City will pay these fees separately from SCS' work.

Task 8 – GCCS Design Plan

For this work, SCS will prepare the stand-alone GCCS Design Plan to satisfy the landfill's requirements under 40 CFR 63, Subpart AAAA. This rule, which was finalized on March 26, 2020, effectively brings the newer NSPS rules into play for the landfill. As such, a new GCCS Design Plan is needed to replace the previous one, and obtain new approval for the operating flexibilities the landfill will want for the gas system.

Most, if not all, of the design content for the new GCCS Design Plan will be utilized from the existing NSPS plan that SCS completed recently for 40 CFR 60, Subpart WWW. However, the regulatory provisions and references, and the requested flexibilities will require extensive revisions.

The GCCS Design Plan itself will consist of: a written portion, GCCS design modeling, GCCS layout drawings, GCCS detail drawings, and other backup attachments. Appropriate TCEQ certification pages and checklists will also be included.

A copy of the GCCS Design Plan draft will be provided for the City's review. Upon receipt of comments and appropriate certification signature pages, final copies will be provided for submittal to TCEQ as applicable. The final GCCS Design Plan prepared under this task will be sealed by a professional engineer licensed in the State of Texas. Lastly, this proposal includes services through submitting this to TCEQ and responding to routine comments on the submittal.

Task 9 – NSPS Reporting

Full New Source Performance Standard (NSPS) control requirements for the City begin on June 10, 2021. An initial NSPS report is due thereafter within the first 180 days (by December 7, 2021), and semi-annually thereafter. This task covers preparation of these reports through the report due by no later than June 7, 2025.

Each of these reports will be combined with all Startup, Shutdown, and Malfunction (SSM) reporting. Also, the Title V reporting period (and on-site audits) will be adjusted to coincide with the NSPS reporting so that only one report will be required.

The NSPS reports will encompass all of the required content for NSPS and SSM requirements. The initial report in late 2021 will include additional start-up information and the flare source test (testing and that portion of the report is included as a separate task). For each semi-annual period, SCS will begin compiling information at the end of each six-month reporting period, and prepare a draft report for the City's review and approval. Upon receipt of any City comments and the City's signature certification, SCS will prepare the final report copies and transmit them to TCEQ with a hard copy to the City for the landfill files.

Task 10 – NSPS Initial Source Test (Flare and Gas System)

A source test on the open flare must be performed in the second half of 2021, and submitted by December 7, 2021 with the first NSPS semi-annual report. For this task, SCS will prepare a source test for the open flare in compliance with 40 CFR §60.8 and 40 CFR §60.18 operating requirements. In order to fully comply with these requirements, the following tests will be performed:

- ASTM D1946 testing of three landfill gas samples for heating value and fixed gas content (CH_4, CO_2, O_2, and N_2);
- Volumetric flow rate calculated in accordance with EPA Method 2C;
- EPA Method 1 to determine traverse sampling points; and
- EPA Method 22 to evaluate visible emissions on 20-minute intervals with 5-minute breaks for a 2-hour period.

Upon receiving a notice-to-proceed, SCS will coordinate with Advance Technology Labs (ATL), to obtain canisters for sampling and schedule the sampling, flow measurements, and opacity testing with landfill staff.

SCS will work with the City to set a date for the flare testing to provide notice to the TCEQ regional office in case they want to observe the testing (as required); a 30-day notification is required to TCEQ in case they wish to be present for the sampling. Once a date is determined for the testing, SCS will prepare and submit the notification to TCEQ on the City's behalf.

Upon receipt of all needed laboratory and field results, a draft source test demonstration will be prepared. The demonstration will be in the form of a letter with TCEQ's specified certification page for signature, along with additional backup information including the following:

- Calculations showing heating content and maximum allowable tip velocity;
- Manufacturer's data from the flare's operation manual showing, at a minimum, tip diameter and maximum allowable flow;
- Flare flow (Method 2) and gas analysis data (ASTM D1946) used in the heat content and tip velocity calculations; and
- Method 22 opacity observation results.

SCS will provide a draft submittal to the City for review and certification. This report will ultimately be included in the initial NSPS report as required by the NSPS rule.

As required by 40 CFR §60.757(g), the initial source test report requires not only the information discussed above on the flare itself, but also the following items that we will obtain from the most recent GCCS Design Plan:

- A diagram of the collection system showing collection system positioning including all wells, horizontal collectors, surface collectors, or other gas extraction devices, including the locations of any areas excluded from collection and the proposed sites for the future collection system expansion;
- The data upon which the sufficient density of wells, horizontal collectors, surface collectors, or other gas extraction devices and the gas mover equipment sizing are based;
- The documentation of the presence of asbestos or nondegradable material for each area from which collection wells have been excluded based on the presence of asbestos or nondegradable material;
- The sum of the gas generation flow rates for all areas from which collection wells have been excluded based on non-productivity and the calculations.
- The provisions for increasing gas mover equipment capacity with increased gas generation flow rate, if the present gas mover equipment is inadequate to move the maximum flow rate expected over the life of the landfill; and
- The provisions for the control of off-site migration.

As such, these items will also be addressed in the initial report as well as the flare's source testing results.

Task 11 – Annual Landfill Airspace, Development, and Budget Analysis

Once a year, SCS will perform an aerial survey of the site and conduct an airspace analysis. SCS will contract, coordinate and manage an aerial mapping subcontractor. SCS will provide the City with an electronic file of the topographic map, a 1 foot scale contour map of the facility and two aerial photos of the landfill.

SCS will evaluate the airspace consumed since the previous aerial survey and compute the compaction density obtained over the studied time period. SCS will perform this task at approximately the same time period every year.

SCS will prepare and update annually the following:

- General landfill volume, compaction, density and site life data
- Landfill development cost summary
- Annual budget summary
- Labor, equipment and expenses
- Port of Brownsville soil purchase
- Engineering and environmental monitoring
- Gas system operation and maintenance
- Sediment and erosion control remaining for life of site
- Temporary sediment and erosion control construction
- Remaining cell construction costs
- Remaining closure costs – Subtitle D Areas
- Remaining closure costs – Pre-subtitle D Areas
- Remaining gas system construction costs
- Sediment and Erosion control costs

- Post closure costs
- Next year landfill gas system budget
- Closed areas
- Projected final cover sequence for remainder of landfill
- Soil balance data
- Landfill density
- Tonnage received and airspace consumed

A landfill development report will be prepared to assist the City with annual budget plans for the landfill and long term accruals.

Task 12 – Tipping Fee Study and Financial Analysis

SCS will assess the adequacy of the current landfill tipping fees to cover the cost of providing landfill services and propose potential rate adjustments that will help the City meet your operational, capital, and financial goals over a 10-year projection period.

We will initiate the study by scheduling a kickoff meeting with the City to discuss key issues, near and long-term goals, and metrics that the City considers to be most important to landfill financial performance. At this meeting, we will also distribute our data request, discuss the items required for our analysis, and establish the platform we will use for data transfer. We will identify the key members of our team and the City staff who will be involved in the study.

SCS will review the historical and budgeted expenses, debt service schedules and coverage requirements, capital improvement and vehicle/equipment replacement plans, solid waste ordinances, and fund balances. We will also review other data provided by City staff and remain in contact with the City if we need clarification on the data prior to our first interactive work session.

This revenue sufficiency analysis (i.e.: tipping fee study) will assess the long-term financial outlook of the City's landfill operations, including a financial management plan and associated plan of tipping fee revenue adjustments. SCS will review historical budgeted and executed operating expenses, the planned capital costs and associated funding sources, existing debt service and coverage ratios, available operating, capital and debt service reserves, and any financial policies and reserve requirements dictated by policies of the City.

SCS will consider growth in the City and assess how this will affect the number of customers at the landfill and volume/usage projections. We will apply escalation factors to costs/revenues and identify any other issues or questions affecting financial performance to be discussed with the City during our first interactive meeting. Our model will utilize the above-mentioned data and assumptions to create projections of revenues, operating expenses, capital spending, and fund balances.

The results will allow SCS and City staff to develop a 10-year plan of potential annual rate adjustments that will realistically reflect the dynamics of your landfill while minimizing the impact to your customers and citizens.

Once the revenue sufficiency analysis is complete, SCS will analyze the City's costs to accept and process various types of waste brought to the landfill by your customers and discuss the basis for your

current tipping fees. We will evaluate the costs of facility operations by examining each line item in the landfill budget.

SCS will distribute workbooks to the City and work with you to allocate employee labor and vehicle/equipment usage to each of your waste types/service classes. Using this labor and vehicle/equipment allocation, input from staff, and any other data provided, we will allocate the line item budget to each waste type/service you provide. We will then compare the costs for each waste type/service to the revenues generated by each respective waste type/service. The outcome of this analysis then becomes the basis for assessing the net revenue requirement used in calculating your updated tipping fees.

SCS will perform a detailed invoice/tonnage data analysis and will develop alternate tipping fee structure recommendations. The goal is to develop tipping fees that will be easily understandable and equitably distribute the costs to accept and process various types of waste at the landfill.

SCS will conduct a survey of comparable Texas landfills to determine the City's tipping fees relative to these other landfills. Once the analysis is complete, we will provide the City with schedules containing the assumptions and projections used in developing the analysis.

If desired, SCS will attend a public meeting with the City Commission and present the findings of our analysis, screenshots of the model results, and recommendations in a PowerPoint presentation. At this meeting, the detailed models used to develop the plan of revenue adjustments and updated tipping fees will be available if the Commission has any questions regarding the data or assumptions used.

SCS proposes to prepare the above scope initially, with the revenue sufficiency and review of customer impacts updated annually for the next 4 years.

Task 13 – Annual Sediment and Erosion Control Plan

SCS will annually prepare an erosion and sediment control plan for the City's use in constructing interim erosion and sediment controls in accordance with the TCEQ regulations regarding the erosional stability during all phases of landfill operations.

These plans will include the following:

- Cover Sheet
- Existing Conditions Plan
- Erosion and Sediment Control Location Sheets (2 to 4 sheets)
- Erosion and Sediment Control Detail Sheets (up to 6 sheets)

SCS will utilize the City's current topographic survey of the landfill. SCS has not included any budget in this proposal for additional topographic survey.

SCS understands that the City may conduct most or all of the construction activities with City forces. SCS will prepare the plans to allow for the City to bid out any part or all of the construction or material supply.

SCS will prepare Technical Specifications for the construction of the erosion and sediment controls as appropriate. SCS will also prepare an engineer's estimate of the construction quantities.

On years where the City decides to bid out all or part of the work, SCS will prepare the Standard City Bid Documents and assist with the bidding of this work. Additional services for managing the construction of this work will be authorized by an additional Task Order and approved by the City.

These plans and specifications will be prepared in general accordance with the TCEQ's regulations and the City of Brownsville's latest permit, as amended or modified.

SCS will prepare up to six (6) copies of the construction drawings per year for the City's use.

Task 14 – Groundwater and Leachate Monitoring

SCS will continue the groundwater monitoring program for thirty-two (32) wells located at the site.

Each monitoring event will be performed according to the *Groundwater Sampling and Analysis Plan (GWSAP)* in the landfill permit. In addition, an annual report will be submitted to the TCEQ that will include: a description of the monitoring activities; results of analytical testing; a statement regarding whether statistically significant increases in chemical concentrations have occurred; groundwater flow rates and direction in the uppermost aquifer; a contour map of piezometric water levels; and recommendations for any changes. SCS will submit an electronic file of the testing results to the TCEQ, and statistical analyses will be performed after the August 2017 and 2019 events.

Additionally, SCS will annually take a composite sample of the site leachate. The composite samples will be obtained from each of the seven leachate sump riser pipes located throughout the facility. Samples collected from the leachate collection system will be shipped to an environmental laboratory for analytical testing. This leachate will be analyzed for the same constituents used to analyze the groundwater. Results from these analyses will be prepared for inclusion in the site's Operating Record.

This proposal includes budget solely to conduct routine groundwater monitoring events as described above. Should any conditions present themselves that require additional analysis, monitoring, or corrective action, SCS will request a new Task Order from the City prior to commencing additional work

Task 15 – Landfill Gas Monitoring

SCS will conduct quarterly landfill gas monitoring in accordance with the requirements of Part III, Attachment 14, Landfill Gas Management Plan. A pressure meter, Lower Explosive Limit meter, and groundwater interface probe will be utilized to perform the data collection at the 10 methane gas probes. In addition, methane measurements will be recorded within on-site buildings. SCS will perform equipment calibrations, collect data, and prepare methane data paperwork according to the gas management plan.

This proposal includes budget to conduct quarterly landfill gas monitoring events as described above. Should any conditions present themselves that require additional analysis, monitoring, or corrective action, SCS will request a new Task Order from the City prior to commencing additional work.

Task 16 – Storm Water Pollution Prevention Program

The storm water pollution prevention program consists of performing annual comprehensive compliance inspections, employee training, and quarterly sampling and analysis of storm water discharges. For the quarterly sampling program, landfill personnel collect storm water samples at two (2) representative discharge outfalls. These samples will be transferred to SCS representatives who will package and ship the samples to a laboratory for analytical testing of total iron, total suspended solids (TSS), and when obtainable, biological and water quality parameters in accordance with the TPDES permit. SCS will annually prepare a summary report of the findings. In conjunction with the annual report, SCS will provide annual inspections and training of landfill personnel.

This proposal includes budget solely to conduct annual stormwater monitoring events as described above. Since no significant site revisions are anticipated at this time, this proposal does not include any monies for updating the Storm Water Pollution Prevention Plan (SWPPP) to incorporate any significant site revisions. Should any conditions present themselves that require additional analysis, monitoring, or corrective action, SCS will request a new Task Order from the City prior to commencing additional work.

Task 17 – Weekly Stormwater Inspections

On a weekly basis, SCS staff will inspect the site for compliance with the SWPPP (plan) and TPDES (permit). SCS personnel will inspect the facility and prepare a weekly inspection report immediately following the inspection. SCS personnel will meet with site personnel to discuss the inspection findings and any required corrective actions. A copy of the weekly report will be left at the landfill for inclusion into the Site Operating Record.

Task 18 – Safe Equipment Operator Training

On an annual basis, SCS staff will provide safe equipment operator and driver training for up to 40 students. SCS will host 4 sessions a day, with up to 10 students per session. Each student will get a 45 minute classroom training and a 30 minute session of the driving simulator. A copy of the weekly report will be left at the landfill for inclusion into the Site Operating Record. The roster of City staff completing the training sessions will be provided to the City.

Task 19 – Construction Quality Assurance of Landfill Gas System Expansion

This scope of work is for the construction quality assurance (CQA) services for the gas collection and control system (GCCS) expansion project proposed at the City of Brownsville Landfill (landfill). Our CQA services are described in detail below, but generally include review of Contractor submittals, requests-for-information, and installed quantities; observation and documentation of drilling of landfill gas (LFG) extraction wells, LFG collection piping, and condensate management components; and preparation of a construction documentation report.

Our proposal has been separated into the following subtasks:

- Subtask 1 – Field CQA Services;
- Subtask 2 – Construction-Phase Engineering Services; and
- Subtask 3 – Construction Documentation Report.

Our CQA team will be supervised by a Professional Engineer licensed in the State of Texas, and will certify upon completion that the GCCS expansion has been installed in accordance with the Bid Documents and nationally recognized industry standards.

Subtask 1 – Field CQA Services

This task includes field CQA services during the project. During construction, SCS will provide a qualified CQA technician to be onsite daily to observe and document construction, and to verify conformance with the construction plans and specifications.

The CQA technician's responsibilities during drilling and completion of extraction wells will include the following:

1. Document and observe well construction for conformance to the approved construction plans and specifications.
2. Document and observe the waste composition, temperature, and decomposition level of waste removed from the wellbore. This information will be documented on well boring logs.
3. Document and observe that proper well depths, pipe types, backfill, backfill procedures, and well pipe lengths are consistent with the construction plans and specifications. This information will be documented on well installation records.
4. SCS' CQA technician will have the capability to confirm well locations and elevations using GPS survey equipment.

The CQA technician's responsibilities during the remainder of the project will include the documentation and observation of the following for conformance with the construction plans and specifications:

1. Materials, layout and installation of pipe, fittings, and valves associated LFG collection system and condensate management system, including air supply, condensate forcemain, condensate sumps, and LFG collection header/lateral piping.
2. Review, observe, and document pneumatic pipe pressure testing.
3. The CQA technician will perform record location and elevation surveys of installed pipe, fittings, and valves and verify proper slopes and depths of piping prior to burial consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and CQA Technician will be capable of inversing slopes in the field to provide immediate verification of slopes to the Contractor. The survey equipment will be available for use on-site during all times that construction activities are ongoing.

If field conditions require an adjustment to the well locations, piping or other materials, the Certifying Engineer will confirm what adjustments are needed, and coordinate accordingly with City and CQA Technician(s). During construction, the Certifying Engineer or qualified representative will review and approve collected survey data on a weekly basis. Additionally, during construction the CQA Technician will prepare daily activity reports documenting conformance with the construction plans and specifications, which will be incorporated into the construction documentation report (see Subtask 3).

Subtask 2 – Construction-Phase Engineering Services

This task includes the supervision, project management, and construction-phase engineering services by the Design/Certifying Engineer or representative thereof during the entire construction duration. This individual will make visits to the site to be familiar with the work and to review the gathered documentation of construction. The Design/Certifying Engineer or qualified representative thereof will perform the construction-phase engineering services, which will include the following services:

- Telephone calls among the City, Contractor, and/or CQA technician to answer questions and resolve issues.
- Review and respond to all Contractor submittals, requests-for-information and clarifications of construction plans and specifications.
- Preparation of well boring logs and well completion records based on documented installation of LFG extraction wells.
- Review and evaluate record survey data on a weekly basis.
- Maintain files for correspondence, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Our fee estimate for this task assumes that up to 6 hours/week for the Design/Certifying Engineer or qualified representative thereof will be sufficient over the assumed project duration to complete the construction-phase engineering services.

In addition to the above construction-phase engineering services, the design/Certifying Engineer or qualified representative will participate in project meetings by conference call, as needed, and attend up to six (6) onsite inspections/meetings during the project.

Subtask 3 – Construction Documentation Report

This task will include the preparation of a construction documentation report. This report will include record drawings and surveys; including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, and valves, and other infrastructure installed during the course of the project. The construction report will include a project overview, record survey, results of field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

A draft (electronic PDF format) of the construction report will be provided to the City within four (4) weeks of field work completion for review. Up to three (3) final hard copies for the site's records will be submitted within two (2) weeks after receiving comments. The final report will have any edits per comments from the City addressed, and will be sealed by a professional engineer registered in the State of Texas.

Task 20 – Spray-On Alternative Daily Cover

SCS sub-contractors will apply spray-on alternative daily cover (ADC) as directed by City staff. The City will supply the ADC materials. SCS' sub-contractor will supply, operate and maintain the spray on machinery. SCS has budgeted to apply the spray-on ADC a maximum average twice-weekly basis for a maximum of 104 applications per year. SCS will apply two loads of ADC per event. The ADC will be applied to the areas of the landfill as directed by City staff. SCS will only apply ADC at the direction of City staff.

This task will be billed on a per event basis for 2 loads of ADC per event.

Task 21 – Miscellaneous and Contingency Projects

With this proposal, SCS intends to provide unspecified engineering and consulting services. This task provides for funding of unforeseen activities that may be required by the TCEQ to comply with landfill regulations and for other miscellaneous activities that may be requested by the City of Brownsville during the contract period. Miscellaneous activities may include: verification re-testing and/or assessment monitoring relating to the groundwater monitoring program; verification re-testing for other monitoring programs including methane and leachate; tire fire investigation; methane investigations; TCEQ spot inspections and other tasks requested by City staff that are not covered by other tasks in this proposal. As additional services are determined necessary by the City, a determination will be made by City staff whether to seek an additional proposal and task authorization or to approve work under this task.

The work associated with this task will be at the direct request by City staff and will be billed on a labor fee plus expense basis. This work is conducted each year of the task order as authorized and directed by the City.

SCS will conduct no work on this task without the explicit direction from the City of Brownsville.

This task includes no specific scope of services except to provide additional engineering services as directed by the City. The cost estimate associated with this task is solely for authorization purposes only. Cost for this task will be on a time and expenses basis. Additional fee may be authorized by the City by change order should the initial budget be consumed.

Task 22 – Surveying

SCS will manage, direct, and conduct land surveying for permit, design, bidding, operations and construction purposes at the landfill, as authorized by the City of Brownsville. With this proposal, SCS intends to provide unspecified surveying services in conjunction with a local firm with experience and expertise at the landfill and is licensed to practice land surveying in the state of Texas. As surveying services are determined necessary by the City, a determination will be made by City staff as to either contract directly between the City and the surveyor or authorize SCS to contract and conduct the surveying.

SCS will conduct no surveying without the explicit direction from the City of Brownsville.

This task includes no specific scope of services except to provide land surveying services as directed by the City. The fee estimate associated with this task is solely for authorization purposes only. Fee for this task will be on a time and expenses basis. Additional fee may be authorized by the City by change order should the initial budget be consumed.

SCHEDULE

SCS proposes to conduct the above scope of services beginning October 1, 2020, and more specifically, SCS proposes to perform:

Task 1 – Project Management and Project Meetings: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task order.

Task 2 – Conduct Site Operating Procedures Training, Annual Compliance Review, Annual Financial Assurance Assistance, Special Waste Authorization Assistance, and Annual SPCC Plan Assistance: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task authorization.

Task 3 – Landfill and Compost Operations Assistance: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task order. General landfill inspections and compost assistance will occur weekly. More detailed operational assistance will occur daily at the request of City staff. The task budget reflects a maximum effort, including the weekly landfill inspections and compost assistance and the daily landfill operations assistance. Adjustments will be made to the use of the budget as appropriate to reflect the level of effort requested by the City and provided by SCS.

Task 4 – Landfill Gas Flare Opacity Inspections: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task order. SCS proposes to conduct daily inspections of the landfill gas flare on all days that the flare is in operation. The flare inspection reports will be provided to the facility at least weekly for inclusion in the Site Operating Record.

Task 5 – Semi-Annual Air Permit Audit (Compliance Report) and Title V Reporting: SCS will conduct a semi-annual compliance audit once every 6 months of the contract. The audit reports will be submitted to the City within 14 days of completion of the audit.

Task 6 – Air Permit Renewals and Revisions: An air permit revision will be processed in late 2020 and submitted concurrently with the GCCS Design Plan timeframe. An air permit renewal will also be submitted in 2025 within the five-year Title V required renewal window.

Task 7 – Annual Greenhouse Gas, Emissions Fee, and Emissions Inventory: This work is conducted each year of the task order in accordance with the permit or regulation requirements.

Task 8 – GCCS Design Plan: SCS will commence this work in October 2020 once the new contract is approved so that approval from TCEQ can be obtained prior to the control requirements beginning in 2021.

Task 9 – NSPS Reporting: This work begins in the second half of 2021 (first semi-annual report due by December 7, 2021). Reporting is required semi-annually thereafter.

Task 10 – NSPS Flare Source Testing: This work will be performed in the second half of 2021 and the results will be reported by no later than December 7, 2021.

Task 11 – Annual Landfill Airspace, Development and Budget Analysis: SCS will conduct the annual airspace analysis during a period of the year when the atmosphere over the site is conducive to aerial photography. The landfill development and financial analysis will be completed within 120 days of completion of the aerial photography.

SCS staff will initiate a review of the current and potential incoming waste streams, service markets, and prices immediately upon receipt of notice to proceed. This review will be completed during the first calendar year, with the remaining years of the task authorization consisting of continued evaluation of the current and potential incoming waste streams, service markets in an effort to maintain flexibility with changing conditions.

Task 12 – Tipping Fee Study and Financial Analysis: SCS proposes to prepare the initial tipping fee study and financial analysis during the Fiscal Year 2020-2021. The revenue sufficiency and review of customer impacts will be updated annually for the next 4 years.

Task 13 – Annual Sediment and Erosion Control Plan: SCS proposes to submit a 90 percent complete draft of the Annual Sediment and Erosion Control Construction Plans and Technical Specifications to the City for your review and comment within 60 days of receipt of the annual aerial topographic survey. The 100 percent complete set will be submitted to the City within 10 days of receipt of comments on the 90 percent set.

Task 14 – Groundwater and Leachate Monitoring: This work is conducted semi-annually for the groundwater and annually for the leachate each year of the task order in accordance with the permit requirements.

Task 15 – Landfill Gas Monitoring: This work is conducted on an annual quarterly basis each year of the task order in accordance with the permit requirements.

Task 16 – Storm Water Pollution Prevention Program: This work is conducted each year of the task order in accordance with the permit requirements.

Task 17 – Weekly Stormwater Inspections: SCS will conduct weekly stormwater inspections in accordance with the SWPPP and the TPDES permit. The weekly inspection reports will be submitted to the City immediately following the completion of the inspection.

Task 18 – Safe Equipment Operator Training: SCS will conduct annual safe equipment operator training for up to 40 operators and drivers per year. The course will include 45 minute classroom training and a 30 minute simulator training. The roster of City staff completing the training sessions will be provided to the City.

Task 19 – Construction Quality Assurance of Landfill Gas System Expansion: SCS will provide full-time CQA for the expansion of the landfill gas system. It is anticipated that this construction will commence in October 2020 and have a duration of up to 140 calendar days, performed over 10 hours per day, Monday through Saturday. Also, our fees for this task include applicable expenses for our CQA technicians, such as mobilization/demobilization, lodging/per diem, vehicle/mileage, and equipment (survey equipment). If the Contractor experiences any downtime in excess of three working days, additional mobilization/demobilization charges may be necessary.

Task 20 – Spray-On Alternative Daily Cover: SCS will apply a maximum average of 2 loads of spray-on ADC twice weekly as directed by City Staff.

Task 21 – Miscellaneous and Contingency Projects: The work associated with this task will be at the direct request by City staff and will be billed on a labor fee plus expense basis. This work is conducted each year of the task order as authorized and directed by the City.

Task 22 – Surveying: Surveying will be provided as directed by the City and will be available on an on-call basis. This work is conducted each year of the task order as authorized and directed by the City.

FEE

SCS proposes to perform the above referenced Tasks 1 through 18 on a lump sum tasks and will be invoiced on a percent complete basis for each task. Task 20 will be invoiced on a per event basis. Tasks 19, 21 and 22 will be invoiced on a time and expense basis. SCS has developed a schedule which conveniently spreads out fees over 5 years. These fees will be distributed over the term of the agreement with no rate increase. The annual breakouts of fees for budgeting purposes are as follows:

Task Number	Oct 2020 – Sept 2021	Oct 2021 – Sept 2022	Oct 2022 – Sept 2023	Oct 2023 – Sept 2024	Oct 2024 – Sept 2025	Totals
1	$22,760	$22,760	$22,760	$22,760	$22,760	$113,800
2	$98,460	$98,460	$98,460	$98,460	$98,460	$492,300
3	$71,790	$71,790	$71,790	$71,790	$71,790	$358,950
4	$22,274	$22,274	$22,274	$22,274	$22,274	$111,370
5	$21,354	$21,354	$21,354	$21,354	$21,354	$106,770
6	$9,325	$0	$0	$0	$9,325	$18,650
7	$23,044	$23,044	$23,044	$23,044	$23,044	$115,220
8	$17,300	$0	$0	$0	$0	$17,300
9	$17,888	$17,888	$17,888	$17,888	$17,888	$89,440
10	$20,720	$0	$0	$0	$0	$20,720
11	$69,480	$69,480	$69,480	$69,480	$69,480	$347,400
12	$59,632	$31,622	$31,622	$31,622	$31,622	$186,120
13	$33,590	$33,590	$33,590	$33,590	$33,590	$167,950
14	$162,020	$135,120	$162,020	$135,120	$162,020	$756,300
15	$12,380	$12,380	$12,380	$12,380	$12,380	$61,900
16	$17,100	$17,100	$17,100	$17,100	$17,100	$85,500
17	$45,010	$45,010	$45,010	$45,010	$45,010	$225,050
18	$7,100	$7,100	$7,100	$7,100	$7,100	$35,500
19	$221,380	$0	$0	$0	$0	$221,380
20	$64,688	$64,688	$64,688	$64,688	$64,688	$323,440
21	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
22	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
Total	**$1,057,295**	**$733,660**	**$760,560**	**$733,660**	**$769,885**	**$4,055,060**

These fees are further detailed on a task by task basis over the course of this 5-year renewal period as follows:

Task 1 – Project Management and Meetings

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	60	$245	$14,700
Project Director	260	$235	$61,100
Office Service Manager	120	$115	$13,800
Secretarial/Clerical	120	$85	$10,200
Expenses (Travel, Copies, FedEx, etc.)			$14,000
Total			**$113,800**

Task 2 – Conduct Site Operating Procedures Training, Annual Compliance Review, Annual Financial Assurance Assistance, Special Waste Authorization Assistance, and Annual SPCC Plan Assistance

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	60	$245	$14,700
Project Director	400	$235	$94,000
Project Professional	400	$155	$62,000
Staff Professional	200	$125	$25,000
CADD Designer	80	$135	$10,800
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	100	$85	$8,500
Expenses (Travel, Copies, FedEx, etc.)			$46,000
Monitoring Consultant			$34,500
Training Consultant			$189,900
Total			**$492,300**

Task 3 – Landfill and Compost Operations Assistance

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	80	$235	$18,800
Staff Professional	60	$125	$7,500
CADD Designer	20	$135	$2,700
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	60	$85	$5,100
Expenses (Travel, Copies, FedEx, etc.)			$5,000

Landfill Operations Consultant			$200,100
Compost Management Consultant			$110,400
Total			**$358,950**

Task 4 – Landfill Gas Flare Opacity Inspections

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	30	$235	$7,050
Office Service Manager	30	$115	$3,450
Secretarial/Clerical	30	$85	$2,550
Expenses (Travel, Copies, FedEx, etc.)			$250
Landfill Gas Flare Inspection Consultant			$96,600
Total			**$111,370**

Task 5 – Semi-Annual Air Permit Audit (Compliance Report) and Title V Reporting

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	50	$235	$11,750
Project Professional	240	$155	$37,200
Staff Professional	300	$125	$37,500
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	30	$85	$2,550
Expenses (Travel, Copies, FedEx, etc.)			$14,000
Total			**$106,770**

Task 6 - Air Permit Renewals

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	4	$245	$ 980
Project Director	16	$235	$3,760
Project Professional	46	$155	$7,130
Staff Professional	32	$125	$4,000
Office Service Manager	8	$115	$ 920

Secretarial/Clerical	8	$85	$ 680
Expenses (Travel, Copies, FedEx, etc.)			$1,180
Total			**$18,650**

Task 7 – Annual Greenhouse Gas, Emissions Fee, and Emissions Inventory

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	60	$235	$14,100
Project Professional	280	$155	$43,400
Staff Professional	400	$125	$50,000
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	30	$85	$2,550
Expenses (Travel, Copies, FedEx, etc.)			$1,400
Total			**$115,220**

Task 8 – GCCS Design Plan

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	2	$245	$ 490
Project Director	12	$235	$2,820
Project Professional	40	$155	$6,200
Staff Professional	40	$125	$5,000
Office Service Manager	4	$115	$ 460
Secretarial/Clerical	8	$85	$ 680
Expenses (Travel, Copies, FedEx, etc.)			$1,650
Total			**$17,300**

Task 9 – NSPS Reporting

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	32	$245	$7,840
Project Director	80	$235	$18,800
Project Professional	160	$155	$24,800
Staff Professional	240	$125	$30,000
Office Service Manager	32	$115	$3,680

Secretarial/Clerical	32	$85	$2,720
Expenses (Travel, Copies, FedEx, etc.)			$1,600
Total			**$89,440**

Task 10 – NSPS Initial Source Test (Flare and Gas System)

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	4	$245	$ 980
Project Director	24	$235	$5,640
Project Professional	32	$155	$4,960
Staff Professional	32	$125	$4,000
Office Service Manager	4	$115	$ 460
Secretarial/Clerical	8	$85	$ 680
Expenses (Travel, Copies, FedEx, etc.)			$4,000
Total			**$20,720**

Task 11 – Annual Landfill Airspace, Development and Budget Analysis

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	80	$245	$19,600
Project Director	280	$235	$65,800
Project Professional	400	$155	$62,000
Staff Professional	360	$125	$45,000
CADD Designer	300	$135	$40,500
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	60	$85	$5,100
Expenses (Travel, Copies, FedEx, etc.)			$22,000
Aerial Survey			$80,500
Total			**$347,400**

Task 12 – Tipping Fee Study and Financial Analysis

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	16	$245	$3,920
Project Director	40	$235	$9,400
Senior Financial Analyst	280	$245	$68,600

Financial Analyst	360	$125	$45,000
Staff Professional	50	$125	$6,250
CADD Designer	40	$135	$5,400
Office Service Manager	50	$115	$5,750
Secretarial/Clerical	80	$85	$6,800
Expenses (Travel, Copies, FedEx, etc.)			$35,000
Total			**$186,120**

Task 13 – Annual Sediment and Erosion Control Plan

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	80	$235	$18,800
Project Professional	140	$155	$21,700
Staff Professional	300	$125	$37,500
CADD Designer	340	$135	$45,900
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	220	$85	$18,700
Expenses (Travel, Copies, FedEx, etc.)			$16,000
Total			**$167,950**

Task 14 – Groundwater and Leachate Monitoring

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	20	$245	$4,900
Project Director	80	$235	$18,800
Project Professional	60	$155	$9,300
Staff Professional	60	$125	$7,500
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$500
Monitoring Consultant			$711,300
Total			**$756,300**

Task 15 – Landfill Gas Monitoring

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	4	$245	$ 980
Project Director	14	$235	$3,290
Staff Professional	20	$125	$2,500
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$530
Monitoring Consultant			$50,600
Total			**$61,900**

Task 16 – Storm Water Pollution Prevention Program

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	10	$235	$2,350
Staff Professional	10	$125	$1,250
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$530
Monitoring Consultant			$75,900
Total			**$85,500**

Task 17 – Weekly Stormwater Inspection

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$235	$2,350
Project Director	60	$225	$13,500
Office Service Manager	60	$110	$6,600
Secretarial/Clerical	20	$80	$1,600
Expenses (Travel, Copies, FedEx, etc.)			$900
Inspection Consultant			$200,100
Total			**$225,050**

Task 18 – Safe Equipment Operator Training

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	5	$245	$1,225
Project Director	5	$235	$1,175
Office Service Manager	10	$115	$1,150
Secretarial/Clerical	10	$85	$ 850
Expenses (Travel, Copies, FedEx, etc.)			$300
Safe Driver Training Consultant			$30,800
Total			**$35,500**

Task 19 – Construction Quality Assurance for Landfill Gas System Expansion

Staff	Estimated Units	Unit Fee	Fee
Business Unit Director	8	$245	$1,960
Project Director	100	$235	$23,500
Project Professional	162	$155	$25,110
Staff Professional	112	$125	$14,000
CQA Technician	1200	$85	$102,000
Office Service Manager	10	$115	$1,150
Secretarial/Clerical	16	$85	$1,360
CQA Technician Lodging, Per Diem, Vehicle (per day)	140	$215	$30,100
CE Travel (per trip)	6	$900	$5,400
CQA Mobilization/ Demobilization (per each)	2	$1,400	$2,800
Surveying	1	$14,000	$14,000
Total			**$221,380**

Task 20 – Spray-On Alternative Daily Cover

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	54	$235	$12,690
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$700

ADC Subcontractor			$299,000
Total			**$323,440**
Total (per event)			*$622*

Task 21 – Miscellaneous and Contingency Projects

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	30	$235	$7,050
Senior Project Professional	20	$170	$3,400
Project Professional	34	$155	$5,270
Staff Professional	40	$125	$5,000
CADD Designer	20	$135	$2,700
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$2,280
Sub Contractor			$63,250
Total			**$100,000**

Task 22 – Surveying

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	46	$235	$10,810
CADD Designer	20	$135	$2,700
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	26	$85	$2,210
Expenses (Travel, Copies, FedEx, etc.)			$2,030
Surveying Subcontractor			$72,900
Total			**$100,000**

Invoices will be prepared on the 1st of each month. Tasks 1 through 18 are lump sum tasks and will be invoiced on a percent complete basis for each task. Task 20 will be invoiced on a per event basis. Tasks 19, 21 and 22 will be invoiced on a time and expense basis. Time will be invoiced at the unit fee rates included in the tables above. Consistent with federal regulations, a factor of 150 percent will be applied to overtime hours for field personnel. Expenses are billed at actual cost plus 15 percent. Vehicle mileage will be billed at $0.66 per mile for autos and $0.76 per mile for company trucks.

Any additional Services that the City may request with regards to this project (i.e.: additional meetings with City personnel, meetings at the site, meetings with the TCEQ, or other tasks), will constitute a new task order for additional services.

As you know, over our years of providing engineering, permitting and environmental monitoring, our project team has become very familiar with the City's landfill and has successful assisted the City through several TCEQ audits and other compliance related issues. We appreciate the opportunity to continue working with the City's staff in maintaining the City's outstanding record of compliance with the myriad of TCEQ requirements. If you have any questions, comments, or require any additional information, please feel free to contact J. Roy Murray or Jeff Reed at (281) 293-8494.

Sincerely,

J. Roy Murray, P.E.
Vice President
SCS ENGINEERS

Robert Gardner, P.E., BCEE
Senior Vice President
SCS ENGINEERS

Attachment

SCS ENGINEERS
TASK ORDER AUTHORIZATION FORM

CONTRACT NUMBER or DATED: April 17, 2020 **TASK ORDER NUMBER:** 2020 - 1

CLIENT: Name City of Brownsville
Address P.O. Box 911
City Brownsville State Texas Zip Code 78521
Attn Jose F. Perez

Signing of this Authorization by **City of Brownsville** and **SCS Engineers** (Hereinafter "SCS") authorizes SCS to complete the Services as described below under the terms and conditions of the contract identified above.

PROJECT NAME: The Services described below are to be provided by SCS in connection with a Project identified as follows:
Provide Engineering and Compliance Services for the City of Brownsville Landfill for the Five-Year Period October 1, 2020 through September 30, 2025

SCOPE OF SERVICES: SCS will perform the Services indicated below:

__X__ Services as described in attached correspondence dated April 17, 2020
_____ Services as described in attached Scope of Services dated _____
_____ Services described below:

Fee: $4,055,060 as detailed in the attached correspondence dated April 17, 2020

Schedule: Commence: October 1, 2020 or upon receipt of notice to proceed, whichever is later
Complete: September 30, 2025 or upon completion of all tasks

Deliverables:
(Provide completion dates) See attached proposal dated February 26, 2019

City of Brownsville:		SCS Engineers:	
Signature		Signature	
Name	Trey Mendez	Name	Robert Gardner, P.E., BCEE
Title	Mayor	Title	Senior Vice President
Date	July 7, 2020	Date	April 17, 2020

"Approved as to Form and Legality
This 30th day of June 2020
Title Asst City Atty
Office of the Brownsville City Attorney"

comments, or require any additional information, please feel free to contact J. Roy Murray or Jeff Reed at (281) 397-6747.

Sincerely,

J. Roy Murray, P.E.
Vice President
SCS ENGINEERS

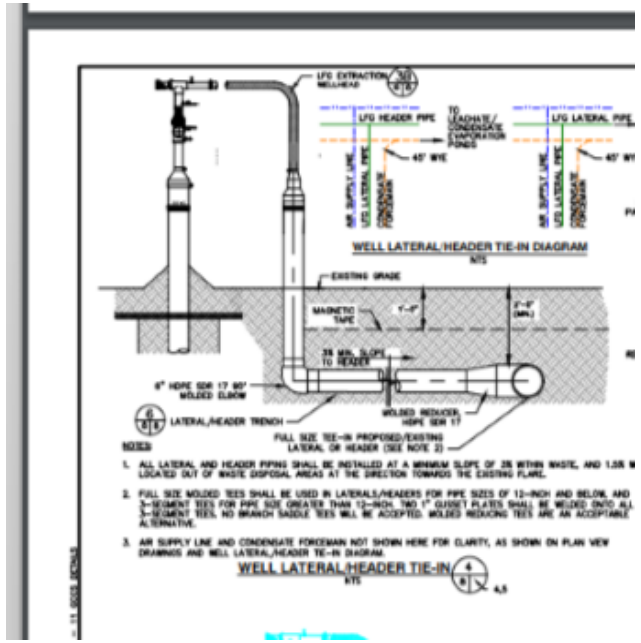
Robert Gardner, P.E., BCEE
Senior Vice President
SCS ENGINEERS

Attachment

Consideration and ACTION to approve the proposal from SCS Field Services for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill in the amount of $106,914.00. #LES-63-0703 (Engineering and Public Works Department)

Landfill Gas System

- ✓ The Gas Collection System consists of 57 wells that vacuum methane gas to the flare system.
- ✓ The Landfill flare's Variable Frequency Drive(VFD) Controls the blower and flare system.
- ✓ The landfill Gas Collection System flares annually an estimate 430 000 0000 scf .
- ✓ **Landfill Gas Piping Laterals and VFD:** New lateral piping to a safe and workable trench depth at locations closer to the perimeter header or existing extraction wells will replace existing settled pipes and allow the continued gas vacuum extractions into the existing gas collection system.





Landfill Gas System Pipes

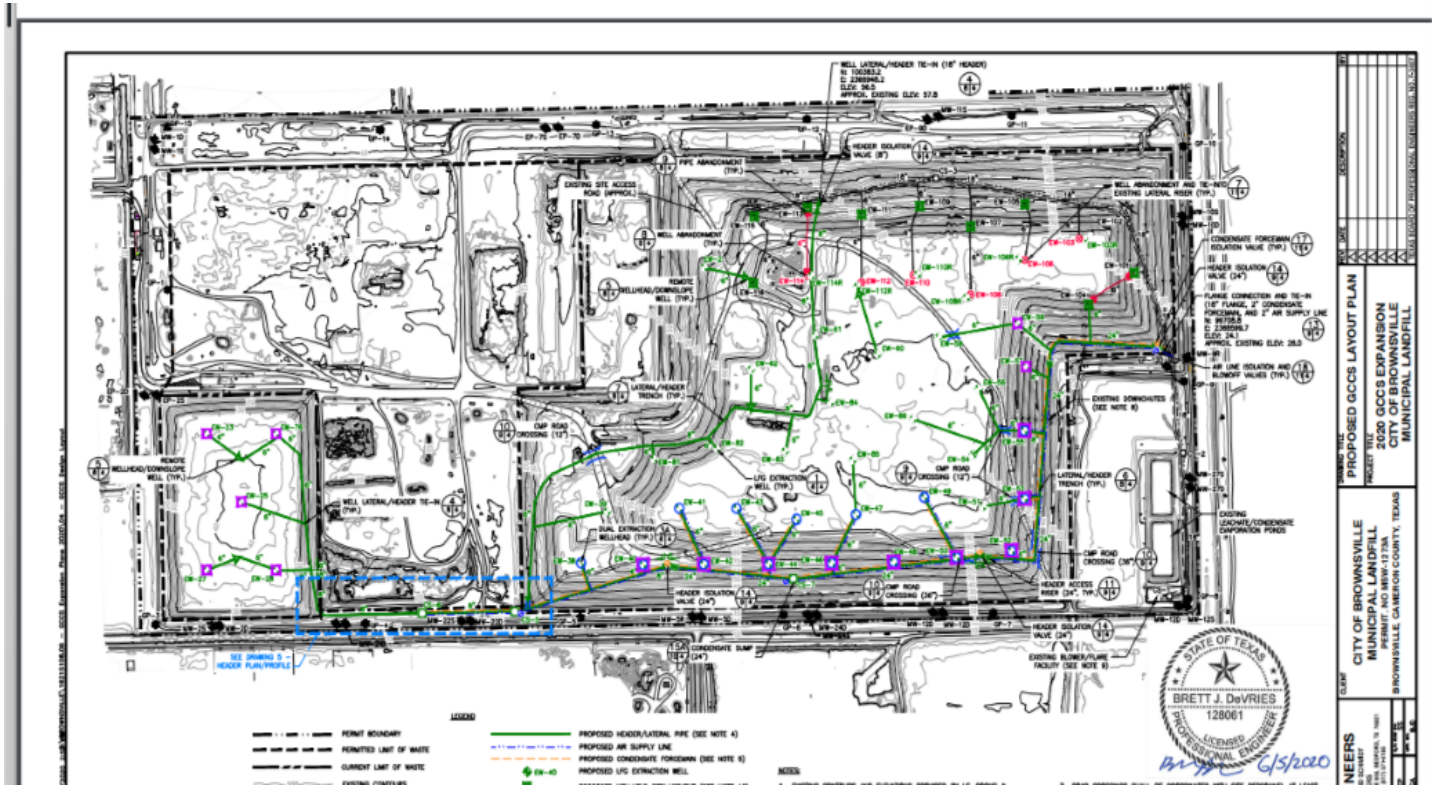
Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive (VFD), and Additional Non-Routine Services

Estimated Construction& Engineering Services:

- ✓ Project Engineers: SCS Engineering Services
- ✓ Estimated Total for Contruction & Engineering Services : **$106,914**

SCS Scope of Work Services:

- ✓ VFD Replacement
- ✓ Gas Lateral Piping Replacement for EW 103R, 106R, 110R, & 112R
- ✓ Tie-in and Abandonments
- ✓ Salvage existing wellheads and reinstall them to new lateral lines once completed to continue gas extraction of the well.



Existing Landfill Gas System

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Wednesday, July 5, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Doro Garcia, Engineering and Public Works Director

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and ACTION to approve the proposal from SCS Field Services for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill in the amount of $106,914.00. #LES-63-0703"

At the request Mr. Doro Garcia, Engineering and Public Works Director, the Procurement Division has reviewed a proposal from SCS Engineers for Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services.

Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers, currently has a master agreement for engineering services at Brownsville Municipal Solid Waste Landfill. #LES-63-0703.(Exhibit A)

Please see attached proposal by SCS Engineers (Exhibit B)

PROCUREMENT SUMMARY: SCS Engineers is eligible to execute this service for the amount of $106,914.00.

Exhibit A

FINANCE DEPARTMENT
PROCUREMENT SERVICES
ANALYSIS

Date: June 22, 2020
To: Mr. Noel Bernal City Manager
From: Lupe Granado, Finance Director
CC: Jose F. Perez, Assistant Director
Mrs. Helen Ramirez, Deputy City Manager
Mr. Armando Gutierrez, Jr., Director of Engineering and Public Works
Subject: Agenda Item for the City Commission meeting of July 7th, 2020
"Consideration and Action to Request Authorization to Amend Term Contract for Engineering Services for the City of Brownsville Municipal Landfill with Task Order Authorization No. 2020-1 "RFP # LES-63- 0703", "Current expiration date of September 30, 2020"

At the request of the City Commission action item presented on Commission meeting of July 7, 2020, under Task Order Authorization No. 2020-1. Consideration and ACTION to request that all contracts with extension options receive City Commission approval prior to entering into an extension of contract to renew term for the following contract:

RECAP

Original contract with Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers A Term Contract to Provide Professional Engineering Services for the Municipal Solid Waste Facility (City of Brownsville Landfill), was entered into on June 1, 2011 with the primary term ending on September 30, 2015. The primary term of the Master Consulting Agreement was approved for an extension of five (5) years by City Commission on September 15, 2015, with an expiration date of September 30, 2020.

The City now reserves the unilateral option to extend the life of the contract for a period of five (5) years. The recommended firms will also serve in the capacity of consulting engineering services, based upon additional miscellaneous projects as scheduled by City Departments.

This contract shall commence upon award by the City Commission and shall expire on September 30, 2025.

UPDATE

At the request from Armando Gutierrez Jr., Engineering and Public Works Director, a proposal from Stearns, Conrad and Schmidt Consulting Engineers, Inc, (dba SCS Engineers) to provide City Landfill Engineering Services for an additional Five (5) Years, exercising the second of three extension periods. .
{Bookmark "A" Task Order Authorization No. 2020-1}

Procurement Summary

Task Order No. 2020-1 to provide Professional Engineering Services for the Municipal Solid Waste Facility (City of Brownsville Landfill), for a retainer fee in the amount of **Four Million, Fifty-Five Thousand and Sixty Dollars, with 0 Cents, $4,055,060.** Upon approval, Task Order Authorization No. 2020-1 will exercise the second of three extension periods as per terms and conditions of Section 3.A.2 of the Master Consulting Agreement.

The engineering staff at SCS has over 20 years of experience working with the City Landfill and City Staff. During this time, their staff has assisted the City with numerous projects and tasks, which include the following:

FINANCIAL IMPACT

The proposal for **Task Order Authorization No. 2020-1** lists the scope of services and estimated costs associated with extending the provision of engineering and environmental services through 2015. Projected costs for the five-year term totals **$4,055,060** which will cover twenty-two (22) total tasks. This represents a 4% increase from the previous 2015-2020 retainer.

For 2020-2025, there are some new task orders being proposed to the Master Consulting Agreement portion of the contract. The purposes stem from new State and Federal requirement, implementing improved planning strategies, and others with the intent of reaching long-term, cost-savings goals for the City.

The following is offers an explanation on the newly proposed tasks:

Task 8 - Gas Collection & Control Plan *(FY21 one-year annual budget)*
The task will satisfy City Landfill's requirements under 40 CFR 63, Subpart AAAA which was finalized in March 2020.

Task 9 - NSPS Reporting *(five-year annual budget)*
The task is necessary to fulfill the Full New Source Performance Standard (NSPS) control requirements for the City Landfill beginning in June 2021.

Task 10 - NSPS Initial Source Test *(FY21 one-year annual budget)*
The task is necessary to carry out mandated source testing on the City Landfill's open gas flare to be performed in the second half of 2021, and submitted by December 2021 with the first NSPS semi-annual report.

Task 12 - Tipping Fee Study and Financial Analysis *(five-year annual budget)*
SCS will perform an annual assessment on the adequacy of the current landfill tipping fees to cover service costs and potential rate adjustment to support the development a 10-year "business plan" for the City. The data collected will complement the City's overall Solid Waste Plan.

Task 18 - Safe Equipment Operator Training *(five-year annual budget)*
The training will address safety and industry best practices to perform landfill operations and maintenance more efficiently. Specialized training and education is expected to translate into improved safety awareness, savings on equipment maintenance costs and efficiency of operations, as well as increase the staff motivation.

Task 19 - Construction Quality Assurance of Landfill Gas System Expansion *(FY21 one-year annual budget)*
SCS will perform construction quality assurance on the planned construction of the GCCS expansion scheduled for completion by March 2021 as per TCEQ regulation.

Task 20 - Alternate Daily Cover *(five-year annual budget)*
SCS will offer assistance with proper spray-on application of alternate daily cover on an as needed basis. An analysis conducted on the standard 6" daily cover operation shows that it costs the City $8,800/day. The expenses include airspace, clean soil material, and excavation/hauling. Having this type of service available at the City's disposal translates into landfill operational cost savings and a reduction in resources used. However, more importantly it helps in keeping the City in compliance with TCEQ regulations and Site Permit requirements during wet-weather days when covering the working face(s) with soil is nearly an impossible feat.

CONCLUSION
The term of the Master Consulting Agreement may be extended automatically by the terms and conditions (Sec. 3.A.2) of the Master Consulting Agreement for a period of five years upon the same terms and conditions as herein set forth. Therefore, the City of Brownsville Engineering and Public Works Department recommends the extension of the agreement in order for the City to continue to receive excellent service from SCS at the City Landfill for the next five years.

Funding will be derived from Landfill Fund 66 - Special Projects/Professional Services.

To:	Mayor Mendez and City Commission
Through:	Noel Bernal, City Manager
From:	Armando Gutierrez, Jr. P.E., Engineering & Public Works Director
Date:	July 7, 2020
SUBJECT:	**Master Consulting Agreement Renewal for Engineering Services at Brownsville Municipal Solid Waste Landfill #LES-63-0703**

RECOMMENDATION:
The Engineering & Public Works Department is recommending approval to renew the City Landfill Engineering Services with Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers (SCS) of Houston, TX for an additional five (5) year term with a retainer fee in the amount of $4,055,060. Upon approval, Task Order Authorization No. 2020-1 will exercise the second of three extension periods as per terms and conditions of Section 3.A.2 of the Master Consulting Agreement.

BACKGROUND:
The Texas Commission on Environmental Quality (TCEQ) requires all solid waste facilities to use specially trained scientists and engineers to maintain and ensure environmental compliance with regulations. To ensure quality and accountability, a Certified Professional Engineer and City Management or Authorized Representative is required to sign off on any site permit applications and support documentation for the landfill. Permit applications, facility environmental programs and other work requiring comprehensive knowledge of State and Federal regulations, which keeps the City landfill in compliance, avoids penalties and increases efficiency. SCS has been providing the technical services associated with the City's solid waste disposal facilities in accordance through a Master Consulting Agreement (hereinafter "Agreement") with the City of Brownsville since April 2011. The current term extension for landfill engineering retainer services ends on September 30, 2020.

The engineering staff at SCS has over 20 years of experience working with the City Landfill and City staff. During this time, their staff has assisted the City with numerous projects and tasks, which include the following:

- Expanding the life of the landfill in 2000. Under the old permit, the landfill would now be filled to capacity, and the City would be paying landfill closure costs and forced to find other alternatives for the disposal of solid waste generated by the community. As of this writing, the City landfill has disposal capacity through the year 2070. In effect, a significant financial gain was realized for the City and helped reduce the costs to operate the landfill.

- Assisting the City with permitting the compost program to take advantage of the TCEQ fee compost rebate program. Enrolling in this program saves the City an average of $40,000 annually in solid waste fees. Having a compost facility also saves the City 20,000 cubic yards of landfill airspace annually, which adds one month of facility life expectancy each year.

- Assisting the City with registering a tire storage and processing facility that has allowed the City to be proactive in dealing with the ongoing issue proper management of used/scrap tires. The City now serves as the primary facility for receiving scrap/used tires during regional tire cleanup events.

- Assisting with TCEQ approving site permit modifications for five (5) different alternate daily cover methods which has resulted in significant savings in operational costs and cover soil resources.

- Assisting the City with oversight of several construction projects, all of which were successfully completed at or under budget; notable projects include Methane Gas Remediation and Scalehouse relocation in 2012, Sediment/Erosion Control in 2014, and Disposal Cell #3 in 2009 and #4 in 2019.

- Assisting the City with applying for an Energy Efficiency and Conservation Block Grant (EECBG) from the American Recovery and Reinvestment Act of 2009 (ARRA). As a result of this collaboration, the City was awarded a $1,659,200 grant to install a landfill gas collection system at the Landfill. With the operation of the landfill gas collection system, the City reduces their greenhouse gas emissions and is eligible for possible revenue from the carbon credit market; SCS has now completed the TCEQ approved design and construction plan for the required expansion of the Landfill Gas System which needs to be functional by March 2021.

- Developing a compliance management program that has resulted in excellent inspections by the TCEQ for sixteen consecutive years with no Notices of Violation/Enforcement and $0 dollars in administrative penalties. They have been key component in the establishment of a positive and trustful relationship with regulators.

The City has also been working closely with SCS staff on marketing and financial figures to analyze the feasibility of incorporating innovative programs in the solid waste industry that will generate both additional revenue and cost savings for the City.

FINANCIAL IMPACT

The proposal for **Task Order Authorization No. 2020-1** lists the scope of services and estimated costs associated with extending the provision of engineering and environmental services through 2015. Projected costs for the five-year term totals $4,055,060 which will cover twenty-two (22) total tasks. This represents a 4% increase from the previous 2015-2020 retainer.

For 2020-2025, there are some new task orders being proposed to the Master Consulting Agreement portion of the contract. The purposes stem from new State and Federal requirement, implementing improved planning strategies, and others with the intent of reaching long-term, cost-savings goals for the City.

The following is offers an explanation on the newly proposed tasks:

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The task will satisfy City Landfill's requirements under 40 CFR 63, Subpart AAAA which was finalized in March 2020.

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CONCLUSION

The term of the Master Consulting Agreement may be extended automatically by the terms and conditions (Sec. 3.A.2) of the Master Consulting Agreement for a period of five years upon the same terms and conditions as herein set forth.

Therefore, the City of Brownsville Engineering and Public Works Department recommends the extension of the agreement in order for the City to continue to receive excellent service from SCS at the City Landfill for the next five years.

Funding will be derived from Landfill Fund 66 - Special Projects/Professional Services.

April 9, 2020

Attn: J Roy Murray
SCS Engineers
12651 Briar Forest, Suite 205
Houston, Texas 77077

RE: LES-63-0703 Term Contract for Engineering Services for the City of Brownsville Municipal Landfill

The City would like to officially request to **renew** term contract number LES-63-0703 for the first renewal term of five (5) years, ending contract on September 30, 2025. All costs, terms and conditions shall remain firm from the previous contract period and for renewal period. **Contract will be renewed upon City Commission approval.**

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,
City of Brownsville
Finance Dept. - Procurement Services

Acknowledge your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.

Robert B. Gardner
Digitally signed by Robert B. Gardner
Date: 2020.04.13 10:11:03 -04'00'

SCS Engineers

4/13/2020
Date

VENDOR PERFORMANCE EVALUATION FORM

Instructions: Complete this form to report exceptional or unsatisfactory vendor performance to the City of Brownsville Purchasing Department. Please keep a copy for your department records. Type or use a black ballpoint pen to complete form.

Purchase Order # & Date	P-Card Transaction No. & Date	Bid No.	Today's Date
NA	NA	LES-63-0703	April 8, 2020

TO: Vendor Name & Address (please include contact name & phone #)	From: Department Name & Address (please include contact name & phone #)
SCS Engineers, LTD	Engineering & Public Works
12651 Briar Forest, Suite 205	6035 Jaime J. Zapata Ave.
Houston, Texas 77077	Brownsville, TX 78521
J. Roy Murray, Phone: 817 358 6156	Martino Trevino, Phone: 956 548 6000

PERFORMANCE CODES: Nature of report (Check all applicable boxes):

DELIVERY AND RECEIPT PERFORMANCE

- ✓ (002) + Shipment Made Early Upon Agency Request
- ___ (005) Late Delivery – 1st Notice Written (attach a copy of the resolution form)
- ___ (006) Late Delivery – 2nd Notice Written (attach a copy of the resolution form)
- ___ (007) Late Delivery – 3rd Notice Written (attach a copy of the resolution form)
- ___ (010) Delivery Made At Wrong Destination
- ___ (011) Improper Mode Of Delivery
- ___ (012) Delivery Made Outside Specified Receiving Hours
- ___ (013) Delivery Made Early (Unacceptable)
- ___ (014) Failure To Identify Shipments
- ___ (015) Merchandise Shipped Collect
- ___ (016) Short Weight Or Count
- ___ (017) Over Shipment
- ___ (018) Vendor Shipped Incorrect Merchandise
- ___ (020) Failure To Replace Damaged Goods
- ___ (021) Slow Replacement Of Damaged Goods
- ___ (022) Failure To Pick Up Incorrect Shipment
- ___ (023) Improper Product Packaging
- ___ (024) Failure To Follow Palletizing (detail) Instructions
- ___ (025) + Invoice references the work order and/or purchase order

PRODUCT PERFORMANCE

- ___ (031) + Product Upgrade Substitution Suggested and Accepted
- ___ (035) Failure To Meet Specifications
- ___ (036) Poor Product Quality
- ___ (037) Poor Workmanship
- ___ (038) Poor Product Performance
- ___ (039) Delivery Of Used Or Shopworn Goods
- ___ (041) Failure To Provide Required Documentation
- ___ (042) Failure To Provide MSDS (Material Safety Data Sheet)
- ___ (043) Failure To Provide Required Warning Labels
- ___ (044) Required Inspection Stamps/Labeling Missing

VENDOR PERFORMANCE

- ✓ (060) + Exceptional Customer Service Response
- ✓ (061) + Product Or Service Information Provided
- ___ (062) + Exceptional Service Provided For Warranty And Repairs
- ___ (063) + Exceptional Service Provided For Return Of Products
- ___ (064) + Performed Needed Repairs Outside Of Warranty Period Without Charge
- ✓ (065) + Provided Technical/Training/Set Up Assistance When Not Required
- ___ (066) + Price Reduction for Large Order
- ___ (067) + Voluntary Price Reduction
- ___ (068) + Honoring Bid Prices Beyond Specified Time
- ___ (069) + Participation In Specification Development
- ___ (072) Failure to supply performance bond (within required time)
- ✓ (081) Failure To Provide Samples Upon Request
- ___ (087) Failure To Respond To Letter Or Phone Call
- ___ (089) Failure To Promptly Notify City/Agency Concerning Manufacturer Discontinuation of an Item
- ___ (090) Poor Customer Service (Requires Comment)
- ___ (091) Unauthorized Substitution
- ___ (092) Failure To Furnish Price List (Non-Automated Term Contracts)
- ___ (100) Unsatisfactory Installation
- ___ (101) Failure To Respond Promptly To Service Calls
- ___ (102) Service Not Performed Within Specifications
- ___ (103) Failure To Honor Warranty
- ___ (105) Repair Parts Not Available
- ___ (110) Incorrect Invoices
- ___ (115) Failure to comply with terms & conditions of contracts (requires comment)
- ___ (116) Equipment and/or vehicle returned to vendor for failure and/or warranty repairs too often
- ___ (118) equipment/vehicle delivered immediately to City department after repairs
- ___ (120) service cost consistent with the contract pricing
- ___ (122) vendor keeping adequate maintenance of City used building(s) and/or maintenance equipment
- ___ (124) vendor physically inspect & verify that the repairs were actually performed

Detailed explanation (Please be specific; attach additional sheets if required):

SCS Engineers continue to provide exceptional service to the City of Brownsville MSW Landfill under the 2011 Master Consulting Agreement. SCS has been instrumental in maintaining the Landfill's Site Permit up to compliance with Texas Commission on Environmental Quality (TCEQ) regulations. Other notable tasks and accomplishments SCS assisted the City in obtaining include the following:

- Design and Construction of Disposal Cell #4
- Design and pending construction of the Gas Collection & Control System
- Registration and Expansion of the Scrap Tire Facility
- Prepared TCEQ-approved Site Permit Modifications for four additional Alternate Daily Cover materials
- Provided technical assistance which has helped the City Landfill achieve 16 consecutive years of total compliance.

VENDOR PERFORMANCE EVALUATION FORM

Vendor Instructions: Complete and return entire form with attachments to the City of Brownsville Purchasing Dept., 1001 E. Elizabeth St., Ste. 101, Brownsville, TX 78521 within 5 working days. (Attach additional sheets if required):

Vendor Response Completed by:

Printed Name and Signature | Title | Phone #: | Date

For City Purchasing Use Only:

Date Received | Date Entered | Entered By

RESOLUTION CODES

___ (201) + Vendor Commended
___ (202) Complaint Withdrawn
___ (203) Vendor Notified Concerning Performance
___ (206) Vendor Failed To Receive Purchase Order
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___ (212) Equipment Performance Corrected
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___ (230) Performance bond received
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___ (237) Entire contract canceled (Vendor fault)
___ (238) Entire contract canceled (No fault of vendor)
___ (245) Vendor Advised Not To Repeat Problem
___ (248) Performance Resolved
___ (249) Order Completed

Issue rule analysis conclusion: (Ruling)

Any violation from Vendor/Contractor maybe reported to proper state and/or federal authorities.

CC: Vendor | City Department | Auditor | City Attorney

VENDOR PERFORMANCE EVALUATION FORM

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N/A	N/A	LES-63-0703	04/08/2020

TO: Vendor Name & Address (please include contact name & phone #)	From: Department Name & Address (please include contact name & phone #)
SCS Engineers, LTD	Engineering & Public Works
12651 Briar Forest, Suite 205	6035 Jaime J. Zapata Ave
Houston, TX 77077	Brownsville TX 78521
J. Roy Murray, Phone 817-358-6156	Jose Roberto Maldonado 956-547-6592

PERFORMANCE CODES: Nature of report (Check all applicable boxes):

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- ___ (124) vendor physically inspect & verify that the repairs were actually performed

Detailed explanation (Please be specific; attach additional sheets if required):

SCS has provided exceptional service to The City of Brownsville Landfill , and has facilitated inspection preparedness with the TCEQ. Helping the City landfill to stay in compliance with different programs.

VENDOR PERFORMANCE EVALUATION FORM

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_____

_____

_____

_____

_____

_____

_____

_____

Vendor Response Completed by:

_____

Printed Name and Signature | Title | Phone #: | Date

For City Purchasing Use Only:

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Date Received | Date Entered | Entered By

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Issue rule analysis conclusion: (Ruling)

_____

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Houston, TX 77077	Brownsville TX 78521
J. Roy Murray, Phone 817-358-6156	Daniel Cervantes 956-6593

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- ___ (124) vendor physically inspect & verify that the repairs were actually performed

Detailed explanation (Please be specific; attach additional sheets if required):

SCS has provided outstanding service to The City of Brownsville Landfill . While under The 2011 Master Contract some significant permit modifications contributions have been made to our Site Operating Plan such as, Alternative Daily Cover (sludge, Tarps, and Spray on). SCS also assisted with the Design & Construction of the Newest disposal area Cell #4.

VENDOR PERFORMANCE EVALUATION FORM

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Issue rule analysis conclusion: (Ruling)

Any violation from Vendor/Contractor maybe reported to proper state and/or federal authorities.

CC: Vendor | City Department | Auditor | City Attorney

MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (hereinafter "AGREEMENT") is entered into as of this 1st day of June, 2011, by and between the following parties:

CONSULTANT:
Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers
12651 Briar Forest Drive, Suite 205
Houston, TX 77077
Phone: (281) 397-6747 Fax: (281) 293-7878

and

CLIENT:
City of Brownsville
P.O. Box 911 - 1001 E. Elizabeth Street
Second Floor, Suite 234
Brownsville, TX 78522
Phone: (956) 548-6087 Fax: (956) 546-2711

Signing of this AGREEMENT by the parties authorizes Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers (hereinafter "SCS") to complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT NAME:

The services described below (hereinafter "Services") are to be provided by SCS in connection with a Project:
Any and all technical services associated with CLIENT's solid waste disposal facilities including, but not limited to the following: Permit modification/amendment preparation, compliance management plans, compliance assistance, solid waste issues evaluation, solid waste plans and studies, solid waste engineering and design, cell design, detention basin and ditch design, groundwater monitoring well construction, gas monitoring probe construction, aerial surveying, ground surveying, hydrogeologic investigations, leachate collection system design, groundwater monitoring system design, groundwater recovery system design, leachate treatment design, gas collection system design, gas management, landfill capping, groundwater monitoring, gas monitoring, Title V assistance, air monitoring, stormwater monitoring, groundwater treatment, phasing plans, stormwater management, siting studies, regulatory liaison, operating plans, closure/post closure plans, CQA plans, alternate liner demonstrations, stability analysis, liner system design, land use studies, construction quality assurance, construction management, general administrative and technical and permitting assistance services and other related services permitting, for landfill projects as further described on proposals or work orders to be attached to this Agreement and incorporated herein.

2. SCOPE OF SERVICES:

CLIENT shall arrange for access and make all provisions for SCS to enter upon public or private property as required for SCS to perform the specified Services.

SCS will perform the services indicated below:

_____ Services identified on attached SCS proposal dated _____or as amended through mutual agreement for additional services.

X — Services performed on a Task Order basis as initiated by mutually agreeable proposals signed by both parties (see sample form provided on Attachment A) and attached to this Agreement.

2A. ADDITIONAL SERVICES:

This Contract can be administratively amended for performance of additional services as requested by CLIENT. SCS shall provide additional services as requested and mutually agreed upon with CLIENT.

3. PERIOD OF PERFORMANCE:

SCS will commence the Services as specified in the Scope of Services, and will proceed with such Services in a diligent manner to completion. SCS will not be responsible for delays caused by factors beyond SCS's reasonable control and which could not readily have been foreseen by SCS at the time this AGREEMENT was executed (see Article 6 below).

3A. TERM:

3A1. PRIMARY TERM:

The term of this Agreement shall be for a period of four (4) years and four (4) months commencing on June 1, 2011, the "Effective Date", and, unless renewed according to the terms of Paragraph 3A2, terminating on September 30, 2015. This Agreement can be extended, upon expiration of the four (4) year and four (4) month primary term, month-to-month on thirty days written notice by the City to the Consultant, for up to six (6) months, unless a longer period is agreed in writing by the Consultant.

3A2. RENEWAL:

The primary term of this Agreement may be extended automatically by the terms of this agreement for a period of five (5) years and may be extended by a written agreement between the parties for two (2) successive five (5) year periods upon the same terms and conditions as herein set forth. If either the City or the Consultant desire to terminate the contract at the end of the current term, either party must notify the other of its intention to do so in writing no less than ninety (90) days prior to the end of the current term, failing in which the Agreement will renew as provided herein.

4. FEE FOR SERVICES:

SCS's fee for Services identified above and the method of compensation shall be as indicated in the proposal dated _____, each Task Order, or as below. Unless indicated below, task orders could specify any of the options listed below or some other variation.

_____Time & Materials fee based on personnel, equipment and expense rates set forth on a mutually agreeable Billing Rate Schedule.
_____Lump Sum fee of $_____ payable upon completion of Services.

The above fees do not include any state, federal or local applicable taxes payable for the Projects, which will be the responsibility of the CLIENT. Invoices are prepared on either the 1st or the 15th of the month, and are due and payable within 30 days of the invoice date.

5. TIME OF PAYMENTS:

SCS will submit monthly invoices for the unbilled portion of Services and Extra Services (see Article 6 below) actually completed. Lump Sum projects/tasks will be billed monthly based on percentage of project completion. CLIENT agrees to pay the invoiced amount within 30 days of the invoice date. Any payment that is not received by SCS within said 30 days of the invoice date, shall be considered delinquent and the amounts due SCS shall accrue a late charge at the rate of 1% per month for each month from the date of the invoice.

6. DELAYS/CHANGES/EXTRA SERVICES:

SCS shall not be liable for delay or default under this AGREEMENT caused by acts of God, or other events beyond the reasonable control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riots, strikes, lockouts, or other labor disputes, and acts of the federal, state, or local government, their agencies or officials unforeseen at the time of execution of this AGREEMENT. Such events shall be deemed to have altered the work contracted for under this AGREEMENT and SCS shall be entitled to an adjustment in the cost of the work. SCS will also perform Extra Services not specified in the Scope of Services, provided SCS and CLIENT have agreed to the scope of such Extra Services and the fee for Extra Services.

7. CONSULTANT'S LIABILITY:

SCS must, before commencing the Services, obtain all information, including with respect to the site or sites where the Services are to be carried out, local conditions and facilities and all local authority and other statutory authorizations necessary in order to provide the Services.

SCS shall perform its work as an independent contractor, and shall have responsibility for and control over the details of and means for performance of the work described in Paragraph 2. SCS is not the agent of the CLIENT when performing this AGREEMENT, unless agreed to by SCS in writing and only to the extent expressly agreed to by SCS. SCS will be liable for any loss, damage or injury caused by SCS or any servant or agent of SCS to third parties or property of third parties or to CLIENT's servants or agents or the property of CLIENT, including any motor vehicle of or provided by CLIENT which is damaged while in possession, custody or control of SCS or its personnel regardless of any insurance held by CLIENT. SCS's liability for damages arising out of the services rendered pursuant to each Task Order authorized under this AGREEMENT, whether arising out of tort or contract, is limited to an amount not to exceed the insurance limits described in Section 12, Insurance.

8. DISPOSAL/HANDLING OF HAZARDOUS SUBSTANCES:

It is possible that state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "wastes") may be encountered at the Project sites. If these "wastes" require handling, transportation or disposal at an off-site facility SCS will assist in advising the CLIENT of the CLIENT's options. However SCS will not "arrange" (as defined in 42 U.S.C. 9607) for the disposal of, accept title to, sign manifests for, or take control of any "wastes." CLIENT shall indemnify and hold SCS harmless from any claims, costs, damages, fines and attorney's fees, litigation costs or expenses, arising out of or in any way related to the handling, transportation and disposal of any "wastes" in the course of SCS's performance of this AGREEMENT.

9. STANDARD OF PERFORMANCE:

Professional services provided by SCS will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering and scientific principles and practices in effect at the time the services are performed. Unless otherwise specified in a Task Order, there are no other warranties, either express or implied, provided by SCS for any of the services described in this AGREEMENT.

10. CLIENT PROVIDED INFORMATION:

Unless otherwise specified in a Task Order, SCS is entitled to rely on all information furnished or to be furnished by CLIENT. CLIENT agrees to defend and indemnify SCS, its officers, agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed by any errors or omissions in information provided by CLIENT.

11. ENVIRONMENTAL ASSESSMENTS:

SCS's Phase I reports present professional opinions and findings of a scientific and technical nature. While attempts have been made to relate the data and findings to applicable environmental laws and regulations, the report shall not be construed to offer legal opinion or representations as to the requirements of, or compliance with environmental laws, rules, regulations or policies of federal, state or local government agencies. Any use of the Phase I report constitutes acceptance of the limits of SCS's liability. SCS's liability extends only to its CLIENT and not to any other parties who may obtain the Phase I report.

12. INSURANCE:

SCS shall maintain during the performance of the AGREEMENT the following minimum insurance to the extent applicable to the Scope of Services as described in Article 2:

Coverage	Limits
Worker's Compensation and Employer Liability	Statutory $1 Million combined single limit

Commercial General Liability including bodily injury and broad form blanket contractual liability and property damage	$2 Million combined single limit
Automobile Liability Owned, non-owned, hired	$1 Million combined single limit
Professional Liability including errors & omissions, pollution liability, including bodily injury, property damage and clean-up	$2 Million per occurrence/ annual aggregate

SCS shall provide CLIENT with a certificate of insurance evidencing the above coverages and naming CLIENT as an additional insured on all policies except for Worker's Compensation and Professional Liability.

13. UTILITIES AND PERMITS:

SCS will request marking of underground utility locations on the site through normal public agencies or locating services. However, other unknown or privately installed subsurface structures may be present on site. The CLIENT is responsible for informing SCS of the locations of these structures. SCS will not be responsible for inadvertent damage to utility lines or other subsurface structures that were not made known to us prior to the start of drilling. CLIENT shall also furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary for completion of the Project, unless otherwise agreed upon in writing.

14. JOB SITE:

SCS will not direct, supervise, or control the work of CLIENT's contractors or their subcontractors. SCS's services will not include a review or evaluation of the CLIENT's contractor's and/or subcontractor's safety measures. SCS will be responsible only for the activities of its employees and the employees of SCS's subcontractors on any job site.

15. ASSIGNMENT:

SCS shall not assign this AGREEMENT, with the exception of accounts receivable, without prior written consent of the CLIENT. SCS may not employ or subcontract any other party or entity it deems necessary or proper for performance of any part of the work described in this AGREEMENT without the prior written consent of CLIENT, or not so indicated in the proposal or Task Order.

16. APPLICABLE LAW:

Unless otherwise specified in a Task Order, this AGREEMENT shall be interpreted, construed, and enforced in accordance with the laws of the state of Texas.

SCS shall observe and comply with all laws, the lawful requirements of regulatory authorities and directions given by CLIENT applicable to the performance of SCS's obligations under this AGREEMENT.

17. TERMINATION:

Unless extended by mutual written agreement of the Parties, this Agreement may be terminated for any of the following events:

I. The inability of SCS to perform the scope of services as described in the Task Orders.
II. By mutual agreement between the Parties.
III. The insolvency, bankruptcy, reorganization under bankruptcy laws, an assignment for the benefit of creditors, or any other determination that either party bay be financially unable to carry out its responsibilities under this Agreement or the proposal.
IV. Execution of Item 18 - Non-Appropriation of Funds.

If either Party shall determine that this Agreement should be terminated, that Party shall advise the other Party of its decision and the specific reason therefore. The other Party shall have ten (10) days to state its reasons, if any, why this Agreement should not be terminated. If wrongful termination is determined by either Party, non-binding Dispute Resolution may be sought in accordance with Item 19 - Dispute Resolution. The Services as described in the Task Order of issue shall not be performed by other entities not associated with SCS until the Arbitrator rules on the case.

18. NON-APPROPRIATION OF FUNDS:

SCS and client agree that in the event of the occurrence of all (but not less than all) of the below:

I. CLIENT are not appropriated sufficient funds for services which in whole or in part are essentially the same services covered by the agreement (if such appropriation is specifically required to pay the payments ("Payments") required under the Agreement);
II. Funds are not otherwise available to CLIENT to pay such Payments to SCS;
III. There is no other legal procedure by which such Payments can be made to SCS; and
IV. The non-appropriation of funds did not result from any act or failure to act on the part of the CLIENT,

Then the CLIENT shall have the right to cancel the Agreement by a written notice to SCS no earlier than thirty (30) days prior to the end of the Client fiscal year. However, if the terms of this clause causes cancellation of the Agreement, the services as described in the Agreement shall not be performed by any other entity not associated with SCS.

19. DISPUTE RESOLUTION:

A. Except to the extent it may invalidate or prejudice any insurance coverage of either party, (i) all disputes between parties arising out of or related to this AGREEMENT shall be decided by non-binding alternate dispute resolution procedures as mutually agreed, and (ii) in the absence of such agreement, disputes shall be decided by non-binding arbitration in accordance with the existing Commercial Arbitration Rules of the American Arbitration Association.

B. Written notice of demand for arbitration must be given to the other party and to the American Arbitration Association within reasonable time after the dispute has arisen, and in no event after the date when the institution of court proceedings based on such dispute would be barred by the applicable statute of limitations.

C. The arbitration hearings shall be held in the appropriate jurisdiction in the State of Texas. Costs of arbitration shall be apportioned between the parties as the arbitrator(s) may decide, consistent with the parties' intent that the non-prevailing party should bear said costs and attorney's fees.

20. SAFETY:

A. SCS places the highest priority on safety and health during the progress of work. Therefore, it shall be the responsibility of SCS to provide and maintain a safe working environment for its employees, SCS's employees and that of its subcontractors, agents, the public and any other third party. All tools, equipment, facilities, and other items used by SCS, and practices employed by SCS in accomplishing the work are considered to be part of the work environment.

B. SCS shall provide a Safety & Health Plan for its employees covering any exposure to hazardous materials (as defined in RCRA, 40 CFR, Part 261) and shall complete all work in accordance with that plan.

In addition to general safety and health guidelines, SCS will provide a site-specific Safety and Health Plan, if necessary.

21. OWNERSHIP AND MAINTENANCE OF DOCUMENTATION:

All materials resulting from SCS's work on this project, including documents, calculations, maps, photographs, drawing, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of SCS's services, but unless otherwise specified in Paragraph 2 shall be owned by CLIENT. SCS shall have the right to retain and use copies or duplicates of all materials and shall not be required to treat such copies or duplicates as confidential information or trade secrets.

22. INDEMNITY:

When such claim is the result of the negligence or intentional misconduct of both SCS and CLIENT, each shall be entitled to contribution from the other in proportion to their allocable shares of responsibility as determined by agreement or by dispute resolution or by a Court of Law.

23. HEADINGS:

Section headings used in this AGREEMENT are used solely for the convenience of reference and shall not amplify, limit, modify or otherwise be used in the interpretation of any provisions of this AGREEMENT. The numbering system is also included for convenience only.

24. DEFAULT - ATTORNEY'S FEES:

The following shall constitute default under this AGREEMENT, permitting the non-defaulting party to suspend performance of the AGREEMENT and entitling it to exercise any remedies permitted by law upon breach:

A. Failure of either party to pay any sums invoiced within the times specified in Article 5 above;

B. Failure of either party, its agents, contractors and subcontractors to maintain a safe working environment or to adequately handle, transport and dispose of hazardous substances;

C. Interference by either party, its agents, contractors or subcontractors in the other party's performance of its work or the work of its agents, contractors or subcontractors;

D. Breach of a material term of the AGREEMENT by either party.

In the event of litigation or other dispute resolution by the parties to this AGREEMENT all reasonable attorney's fees, costs and litigation expenses to protect or enforce the prevailing party's rights shall be paid or reimbursed by the other party.

25. CONFIDENTIALITY AND RIGHTS:

SCS must, and must ensure that its sub-contractors and its personnel, keep secret and confidential and not (unless compelled by law) disclose to any third party any information, data, specification, drawings, reports or other documents supplied by CLIENT to SCS or brought into existence by SCS in the performance of the Services and which is not in the public domain. SCS must take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality.

SCS must not advertise, publish or release information to the public concerning this Agreement, the Services or the operations of CLIENT without prior written consent of CLIENT.

Copyright and other intellectual property rights in materials created or processes invented by the Contractor in performing the Services will belong to CLIENT.

This clause will survive termination of the Contract.

26. FACSIMILE SIGNATURES:

SCS and CLIENT hereto agree that a facsimile copy or photocopy of this document shall be of full effect as the original document for all purposes.

27. SEVERABILITY:

If any provision of this AGREEMENT is determined by a court to be invalid or unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.

28. ENTIRE AGREEMENT:

The AGREEMENT (and any referenced attachments) constitute the entire agreement between CLIENT and SCS and supersedes all prior or contemporaneous oral or written representations or agreements. This AGREEMENT shall not be modified except with documents signed by both parties in writing.

	City of Brownsville	**SCS Engineers**
Signature:		
Name:	(Please Print or Type)	Robert Gardner, P.E., BCEE (Please Print or Type)
Title:	City Manager	Senior Vice President
Date	28 April 2011	4/18/2011

"Approved as to Form and Legality
This 25 day of April 2011
Title City Atty
Office of the Brownsville City Attorney"

April 17, 2020

Mr. Jose F. Perez
Assistant Director of Purchasing
City of Brownsville
P.O. Box 911
Brownsville, Texas 78520

Re: Proposal to Provide Engineering and Compliance Services for the City of Brownsville Landfill for the Five-Year Period October 1, 2020 through September 30, 2025
Task Order Authorization No. 2020 - 1

Dear Mr. Perez:

Per your request, SCS Engineers is pleased to submit this proposal for additional services to the City of Brownsville to provide engineering and compliance services to include training, design, preparation of plans, specifications, permit modifications, compliance assistance, environmental monitoring, and aerial and land surveying for the City of Brownsville Landfill.

INTRODUCTION

As you know, over the last several years through the City-SCS partnership, we have been able to develop creative ways to improve the landfill's long term viability, operations, regulatory compliance, and financial returns. For example, our team:

- Prepared a landfill expansion permit amendment that extended the life of the landfill from having to close in the year 2007 to closing in the year 2069;
- Helped landfill operations improve the landfill compaction rate of 1,140 pounds per cubic yard in 2009 to 1,987 pounds per cubic yard in 2019, an efficiency increase of over 70 percent;
- Obtained a U S Energy Efficiency and Conservation Block Grant of $1,659,200 to reduce fossil fuel emissions, reduce total energy use, improve energy efficiency in all sectors, and to spur economic growth and create or retain jobs;
- Maintained compliance with appropriate federal, state, and local requirements including over 10 years of TCEQ inspections with zero violations.

We feel that understanding your overall solid waste system (or operations) and long-term plans enables us to be better engineers and consultants for the City. The SCS staff that will serve you in the coming years is the same as in the past 20 years. We are very familiar with the landfill and the challenges you face. As we've demonstrated over the years, we treat your asset as if it were our own, through the decisions and recommendations we make.

Our goal is not only to provide the technical services you need, but to always improve on our client service. We know the City has new staff that will be engaged in the work in the coming years. To ensure our working relationship continues to be smooth and productive, we suggest having initial and periodic meetings with your staff to gain an understanding of how you and they would like us to interact. For example, how often and through what media would you like us to communicate; what decisions you

would like to be involved in; format of deliverables, invoices, and other things that affect our day-to-day working relationship. We also understand that priorities often change; therefore, we will periodically revisit these topics to ensure we remain in lock step with you.

Lastly, we have recently employed a client feedback tool to obtain your feedback on a formal, routine basis. Based on the frequency you select, we will send a request for feedback that takes only 1 to 2 minutes to complete. This form of frequent communications and check-ins has proven to be extremely valuable in our ability to adjust to client needs and preferences.

This proposal represents a continuation of services contemplated in contract LES-63-0703 under Article 3A2 of the Master Consulting Agreement (MSA), and based on mutual written acknowledgement to renew the contract in a letter dated April 9, 2020 initiated by the City. In accordance with Sections 2 and 2A of the MSA between SCS Engineers and the City of Brownsville, this proposal serves as an amendment to the MSA. This proposal, called Task Order Authorization No. 2020 - 1, allows SCS to provide engineering and environmental services to the City of Brownsville Landfill and to address additional permit and compliance issues with changing Texas Commission on Environmental Quality (TCEQ) and the USEPA regulations.

We look forward to assisting the City with the management of your critical asset, including implementation of the current and new TCEQ and EPA requirements and developing the landfill in a cost-efficient manner. To this end, SCS offers the following Scope of Services.

SCOPE OF SERVICES

Task Order Authorization Number 2020 - 1 is divided into individual tasks for project management purposes. Details on the specific tasks are provided in this Scope of Services, Schedule, and Fees.

Task 1 – Project Management and Project Meetings

This task includes the management of the project, budgets, preparation of project status memoranda and invoices, and participation at regular scheduled meetings with City staff. Activities may include day-to-day and weekly communications as well as monthly progress reports for all project tasks throughout the duration of the project. This task includes one project meeting per year with the City staff and SCS's project engineer and manager.

Task 2 – Conduct Site Operating Procedures Training, Annual Compliance Review, Annual Financial Assurance Assistance, Special Waste Authorization Assistance, and Annual SPCC Plan Assistance

In accordance with the requirements of the City of Brownsville's landfill permit, SCS staff will provide annual training to all site personnel and management on the requirements of the following:

- Site Operating Plan (SOP)
- Prohibited waste
- Emergency response procedures, including fire and explosion
- Use of emergency equipment, communications or alarm systems
- Response to environmental contamination incidents
- Shutdown of operations

- Endangered species
- Hazardous waste identification
- Safety
- Fire protection
- Load inspection
- Prohibited waste
- SPCC
- Emergency response
- Litter control
- Random inspection
- Leachate system maintenance

SCS staff will visit with site personnel to assess the current operating practices and then will train the personnel in methods of incorporating the new procedures with the current practices. Training will be given in four (4) personnel categories as described in the SOP. These categories are Laborers, Gate/Scale Attendants, Equipment Operators, and Landfill Manager. SCS will schedule monthly visits over the course of each year to conduct the training. SCS will coordinate training sessions with City staff.

SCS will conduct annual compliance reviews of the facility. This compliance review will typically occur approximately 2 months prior to the landfill's anticipated TCEQ inspection. SCS will document the findings of the review with City staff and recommended corrective actions. Additionally, SCS and subcontract staff will attend the annual TCEQ inspection with City staff.

SCS will conduct reviews of special waste requests and assist the City in evaluating and processing the special waste request. This will be performed on an as needed basis. City staff will forward special waste requests to SCS. SCS will review the special waste paperwork for compliance with current permit and TCEQ requirements and will prepare a written evaluation on the data submitted and additional requirements.

SCS will provide the City with assistance in updating the financial assurance per the permit requirements and provide annual assistance for communicating with the TCEQ.

SCS will annually review the Landfill's Spill Prevention Control and Countermeasures (SPCC) Plan and update the plan accordingly.

Task 3 – Landfill and Compost Operations Assistance

SCS will provide assistance with the operations of the landfill and compost facility.

SCS will provide project staff to visit the landfill facility weekly. SCS staff will inspect the overall layout of the landfill and recommend any operation, construction or maintenance changes that are required as part of the permit or by good operating practices. SCS staff will meet with City staff to discuss the results of the inspections and any other ongoing operational issues.

SCS will provide project staff to visit the compost facility weekly. SCS staff will inspect the overall layout of the facility and recommend any construction or maintenance issues that are required as part of the permit. SCS staff will inspect the layout of the feed materials, process materials and final

compost materials to determine if they are being stored appropriately, including size and location of piles. SCS will review the operating processes of the facility, the grinding process, the feed mixture (nitrogen ratio of 25:1 to 30:1), the windrow turning, the screening of the compost, and the storage and final processing of the finished material. Additionally, SCS will assist with the temperature and tracking of the windrows to assure that the compost material has been held over 140° F for at least 15 days and turned every 3 days during this process.

SCS staff will review the compost program records including:

- Incoming feedstocks,
- Outgoing compost,
- Volume of finished product,
- Volume beneficially reused,
- Documentation of the expenses to operate the facility, including:
  - Labor,
  - Equipment, and
  - Fuel and other supplies.

SCS will assist the City staff with preparing TCEQ required reports including Incoming Feedstock and Outgoing Compost, documentation of expenses and other forms or reports that might be required by the TCEQ. By fining these reports, SCS will assist the City in qualifying for a refund of up to 15% of the solid waste fees, consistent with TCEQ rule §30 TAC 330.677.

SCS staff will be available to assist the City with any TCEQ audits of the compost facility.

Task 4 – Landfill Gas Flare Opacity Inspections

SCS will conduct daily opacity inspections of the landfill gas flare. SCS staff will document the opacity of the flare in accordance with the facility's TCEQ air permit. The inspection reports will be provided to the facility for inclusion in the landfill's Site Operating Record.

Task 5 – Semi-Annual Air Permit Audit (Compliance Report) and Title V Reporting

SCS will conduct two compliance audits per year in accordance with the provisions of the landfill's Title V permit, Standard Permit, and pertinent Federal Regulations (such as the New Source Performance Standards (NSPS) for Municipal Solid Waste Landfills). SCS personnel will visit the site twice a year to evaluate the compliance status of the landfill and to help assure the City that compliance with respect to appropriate air regulations and requirements is maintained. SCS will meet with the City staff during this visit to discuss the preliminary findings and discuss possible recommendations. Upon the City's authorization of the audit report, SCS will provide copies for the City's files. These reports will coincide with the landfill's Title V reporting events so that, upon completion of the audit, the City's Responsible Official will have more information on which to base a compliance determination. SCS has budgeted two meetings a year at the site with the City to discuss the final audit findings and the report.

As mentioned above, this task also includes the semi-annual preparation of the landfill's Title V semi-annual deviation reports and annual certification reports to the TCEQ. These reports are required so

that the City's Responsible Official can certify that compliance with air-related requirements was maintained.

SCS will schedule the audits to coincide with the Title V reporting so that compliance can be discussed with the Responsible Official prior to filing these reports.

Task 6 –Air Permit Renewals and Revisions

This task covers two known permitting actions that will be needed during the contract period.

The first will be updating the Title V permit for the new rules under 40 CFR 63, Subpart AAAA that were recently finalized. This will remove the landfill from 40 CFR 60, Subpart WWW requirements and bring this new rule's requirements into the permit, as required. This permit revision will be processed concurrently with the GCCS Design Plan that's included as another task in late 2020. It will consist of a cover letter narrative and appropriate TCEQ forms. A draft will be prepare for City review and signature. Upon receipt of comments and the executed certification page, SCS will submit the revision on the City's behalf, and answer any TCEQ questions that come up during their review.

For the second permitting action, the Title V General Operating Permit (GOP) No. 517 which requires renewal every five years, will require a renewal in 2025. Per 30 TAC § 122.133(4), in order for an application for GOP renewal to be considered "timely" it must be submitted between 6 and 18 months before the existing GOP's expiration date.

SCS will prepare the certification document to renew the GOP. This certification document will contain a narrative discussion supporting the renewal as well as the GOP checklist and appropriate unit attribute checklists for the emissions sources that are subject to regulatory requirements. SCS should not require any information from the City to complete this work since we perform all other air compliance functions and are aware of on-site sources. Renewals for GOP permits do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft renewal application, SCS will transmit a draft to the City for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies and the City.

Task 7 – Annual Greenhouse Gas, Emissions Fee, and Emissions Inventory

SCS will perform annual Greenhouse Gas (GHG) reporting, Emissions Inventory (EI) reporting, and Emissions Fee reporting. GHG and EI reporting are due on or around March 31st each year, with Emission Fee reporting due by June 1st each year.

SCS will collect the information necessary to estimate emissions for GHG and EI reporting. We will have most, if not all of this information from other work we do for the City. Once we have the necessary information, we will prepare emissions calculations conforming to the GHG and EI reporting requirements along with other information regarding the landfill required by EPA and TCEQ. Based upon SCS's familiarity with the City's facility and permit, and since site visits will be made in association with the annual air audits, no site visits are included in this task.

Once SCS has prepared the appropriate emissions calculations, we will work to enter them into the required online reporting portals (eGGRT for GHG reporting and STEERS for EI reporting). We will contact the City for a final review once the online entry has been completed. Ultimately, the City will be contacted to certify the EI results to TCEQ through STEERS, however, SCS can submit the GHG reporting results as the City's agent. As a final deliverable for the GHG and EI reporting, SCS will provide the City with a memorandum annually, summarizing pertinent details of the reporting for the landfill's files.

Regarding the Emission Fee reporting, this is a follow-up to the State of Texas EI. In April of each year, TCEQ will send out an emissions fee remittance form. SCS will fill out this form on behalf of the City utilizing EI values that were submitted by the prior March 31st. We will also remit this form to TCEQ on the City's behalf after the City's review period. The City will be invoiced separately by October 31st each yeah with payment due by November 30th. Our fee assumes that the City will pay these fees separately from SCS' work.

Task 8 – GCCS Design Plan

For this work, SCS will prepare the stand-alone GCCS Design Plan to satisfy the landfill's requirements under 40 CFR 63, Subpart AAAA. This rule, which was finalized on March 26, 2020, effectively brings the newer NSPS rules into play for the landfill. As such, a new GCCS Design Plan is needed to replace the previous one, and obtain new approval for the operating flexibilities the landfill will want for the gas system.

Most, if not all, of the design content for the new GCCS Design Plan will be utilized from the existing NSPS plan that SCS completed recently for 40 CFR 60, Subpart WWW. However, the regulatory provisions and references, and the requested flexibilities will require extensive revisions.

The GCCS Design Plan itself will consist of: a written portion, GCCS design modeling, GCCS layout drawings, GCCS detail drawings, and other backup attachments. Appropriate TCEQ certification pages and checklists will also be included.

A copy of the GCCS Design Plan draft will be provided for the City's review. Upon receipt of comments and appropriate certification signature pages, final copies will be provided for submittal to TCEQ as applicable. The final GCCS Design Plan prepared under this task will be sealed by a professional engineer licensed in the State of Texas. Lastly, this proposal includes services through submitting this to TCEQ and responding to routine comments on the submittal.

Task 9 – NSPS Reporting

Full New Source Performance Standard (NSPS) control requirements for the City begin on June 10, 2021. An initial NSPS report is due thereafter within the first 180 days (by December 7, 2021), and semi-annually thereafter. This task covers preparation of these reports through the report due by no later than June 7, 2025.

Each of these reports will be combined with all Startup, Shutdown, and Malfunction (SSM) reporting. Also, the Title V reporting period (and on-site audits) will be adjusted to coincide with the NSPS reporting so that only one report will be required.

The NSPS reports will encompass all of the required content for NSPS and SSM requirements. The initial report in late 2021 will include additional start-up information and the flare source test (testing and that portion of the report is included as a separate task). For each semi-annual period, SCS will begin compiling information at the end of each six-month reporting period, and prepare a draft report for the City's review and approval. Upon receipt of any City comments and the City's signature certification, SCS will prepare the final report copies and transmit them to TCEQ with a hard copy to the City for the landfill files.

Task 10 – NSPS Initial Source Test (Flare and Gas System)

A source test on the open flare must be performed in the second half of 2021, and submitted by December 7, 2021 with the first NSPS semi-annual report. For this task, SCS will prepare a source test for the open flare in compliance with 40 CFR §60.8 and 40 CFR §60.18 operating requirements. In order to fully comply with these requirements, the following tests will be performed:

- ASTM D1946 testing of three landfill gas samples for heating value and fixed gas content (CH_4, CO_2, O_2, and N_2);
- Volumetric flow rate calculated in accordance with EPA Method 2C;
- EPA Method 1 to determine traverse sampling points; and
- EPA Method 22 to evaluate visible emissions on 20-minute intervals with 5-minute breaks for a 2-hour period.

Upon receiving a notice-to-proceed, SCS will coordinate with Advance Technology Labs (ATL), to obtain canisters for sampling and schedule the sampling, flow measurements, and opacity testing with landfill staff.

SCS will work with the City to set a date for the flare testing to provide notice to the TCEQ regional office in case they want to observe the testing (as required); a 30-day notification is required to TCEQ in case they wish to be present for the sampling. Once a date is determined for the testing, SCS will prepare and submit the notification to TCEQ on the City's behalf.

Upon receipt of all needed laboratory and field results, a draft source test demonstration will be prepared. The demonstration will be in the form of a letter with TCEQ's specified certification page for signature, along with additional backup information including the following:

- Calculations showing heating content and maximum allowable tip velocity;
- Manufacturer's data from the flare's operation manual showing, at a minimum, tip diameter and maximum allowable flow;
- Flare flow (Method 2) and gas analysis data (ASTM D1946) used in the heat content and tip velocity calculations; and
- Method 22 opacity observation results.

SCS will provide a draft submittal to the City for review and certification. This report will ultimately be included in the initial NSPS report as required by the NSPS rule.

As required by 40 CFR §60.757(g), the initial source test report requires not only the information discussed above on the flare itself, but also the following items that we will obtain from the most recent GCCS Design Plan:

- A diagram of the collection system showing collection system positioning including all wells, horizontal collectors, surface collectors, or other gas extraction devices, including the locations of any areas excluded from collection and the proposed sites for the future collection system expansion;
- The data upon which the sufficient density of wells, horizontal collectors, surface collectors, or other gas extraction devices and the gas mover equipment sizing are based;
- The documentation of the presence of asbestos or nondegradable material for each area from which collection wells have been excluded based on the presence of asbestos or nondegradable material;
- The sum of the gas generation flow rates for all areas from which collection wells have been excluded based on non-productivity and the calculations.
- The provisions for increasing gas mover equipment capacity with increased gas generation flow rate, if the present gas mover equipment is inadequate to move the maximum flow rate expected over the life of the landfill; and
- The provisions for the control of off-site migration.

As such, these items will also be addressed in the initial report as well as the flare's source testing results.

Task 11 – Annual Landfill Airspace, Development, and Budget Analysis

Once a year, SCS will perform an aerial survey of the site and conduct an airspace analysis. SCS will contract, coordinate and manage an aerial mapping subcontractor. SCS will provide the City with an electronic file of the topographic map, a 1 foot scale contour map of the facility and two aerial photos of the landfill.

SCS will evaluate the airspace consumed since the previous aerial survey and compute the compaction density obtained over the studied time period. SCS will perform this task at approximately the same time period every year.

SCS will prepare and update annually the following:

- General landfill volume, compaction, density and site life data
- Landfill development cost summary
- Annual budget summary
- Labor, equipment and expenses
- Port of Brownsville soil purchase
- Engineering and environmental monitoring
- Gas system operation and maintenance
- Sediment and erosion control remaining for life of site
- Temporary sediment and erosion control construction
- Remaining cell construction costs
- Remaining closure costs – Subtitle D Areas
- Remaining closure costs – Pre-subtitle D Areas
- Remaining gas system construction costs
- Sediment and Erosion control costs

- Post closure costs
- Next year landfill gas system budget
- Closed areas
- Projected final cover sequence for remainder of landfill
- Soil balance data
- Landfill density
- Tonnage received and airspace consumed

A landfill development report will be prepared to assist the City with annual budget plans for the landfill and long term accruals.

Task 12 – Tipping Fee Study and Financial Analysis

SCS will assess the adequacy of the current landfill tipping fees to cover the cost of providing landfill services and propose potential rate adjustments that will help the City meet your operational, capital, and financial goals over a 10-year projection period.

We will initiate the study by scheduling a kickoff meeting with the City to discuss key issues, near and long-term goals, and metrics that the City considers to be most important to landfill financial performance. At this meeting, we will also distribute our data request, discuss the items required for our analysis, and establish the platform we will use for data transfer. We will identify the key members of our team and the City staff who will be involved in the study.

SCS will review the historical and budgeted expenses, debt service schedules and coverage requirements, capital improvement and vehicle/equipment replacement plans, solid waste ordinances, and fund balances. We will also review other data provided by City staff and remain in contact with the City if we need clarification on the data prior to our first interactive work session.

This revenue sufficiency analysis (i.e.: tipping fee study) will assess the long-term financial outlook of the City's landfill operations, including a financial management plan and associated plan of tipping fee revenue adjustments. SCS will review historical budgeted and executed operating expenses, the planned capital costs and associated funding sources, existing debt service and coverage ratios, available operating, capital and debt service reserves, and any financial policies and reserve requirements dictated by policies of the City.

SCS will consider growth in the City and assess how this will affect the number of customers at the landfill and volume/usage projections. We will apply escalation factors to costs/revenues and identify any other issues or questions affecting financial performance to be discussed with the City during our first interactive meeting. Our model will utilize the above-mentioned data and assumptions to create projections of revenues, operating expenses, capital spending, and fund balances.

The results will allow SCS and City staff to develop a 10-year plan of potential annual rate adjustments that will realistically reflect the dynamics of your landfill while minimizing the impact to your customers and citizens.

Once the revenue sufficiency analysis is complete, SCS will analyze the City's costs to accept and process various types of waste brought to the landfill by your customers and discuss the basis for your

current tipping fees. We will evaluate the costs of facility operations by examining each line item in the landfill budget.

SCS will distribute workbooks to the City and work with you to allocate employee labor and vehicle/equipment usage to each of your waste types/service classes. Using this labor and vehicle/equipment allocation, input from staff, and any other data provided, we will allocate the line item budget to each waste type/service you provide. We will then compare the costs for each waste type/service to the revenues generated by each respective waste type/service. The outcome of this analysis then becomes the basis for assessing the net revenue requirement used in calculating your updated tipping fees.

SCS will perform a detailed invoice/tonnage data analysis and will develop alternate tipping fee structure recommendations. The goal is to develop tipping fees that will be easily understandable and equitably distribute the costs to accept and process various types of waste at the landfill.

SCS will conduct a survey of comparable Texas landfills to determine the City's tipping fees relative to these other landfills. Once the analysis is complete, we will provide the City with schedules containing the assumptions and projections used in developing the analysis.

If desired, SCS will attend a public meeting with the City Commission and present the findings of our analysis, screenshots of the model results, and recommendations in a PowerPoint presentation. At this meeting, the detailed models used to develop the plan of revenue adjustments and updated tipping fees will be available if the Commission has any questions regarding the data or assumptions used.

SCS proposes to prepare the above scope initially, with the revenue sufficiency and review of customer impacts updated annually for the next 4 years.

Task 13 – Annual Sediment and Erosion Control Plan

SCS will annually prepare an erosion and sediment control plan for the City's use in constructing interim erosion and sediment controls in accordance with the TCEQ regulations regarding the erosional stability during all phases of landfill operations.

These plans will include the following:

- Cover Sheet
- Existing Conditions Plan
- Erosion and Sediment Control Location Sheets (2 to 4 sheets)
- Erosion and Sediment Control Detail Sheets (up to 6 sheets)

SCS will utilize the City's current topographic survey of the landfill. SCS has not included any budget in this proposal for additional topographic survey.

SCS understands that the City may conduct most or all of the construction activities with City forces. SCS will prepare the plans to allow for the City to bid out any part or all of the construction or material supply.

SCS will prepare Technical Specifications for the construction of the erosion and sediment controls as appropriate. SCS will also prepare an engineer's estimate of the construction quantities.

On years where the City decides to bid out all or part of the work, SCS will prepare the Standard City Bid Documents and assist with the bidding of this work. Additional services for managing the construction of this work will be authorized by an additional Task Order and approved by the City.

These plans and specifications will be prepared in general accordance with the TCEQ's regulations and the City of Brownsville's latest permit, as amended or modified.

SCS will prepare up to six (6) copies of the construction drawings per year for the City's use.

Task 14 – Groundwater and Leachate Monitoring

SCS will continue the groundwater monitoring program for thirty-two (32) wells located at the site.

Each monitoring event will be performed according to the *Groundwater Sampling and Analysis Plan (GWSAP)* in the landfill permit. In addition, an annual report will be submitted to the TCEQ that will include: a description of the monitoring activities; results of analytical testing; a statement regarding whether statistically significant increases in chemical concentrations have occurred; groundwater flow rates and direction in the uppermost aquifer; a contour map of piezometric water levels; and recommendations for any changes. SCS will submit an electronic file of the testing results to the TCEQ, and statistical analyses will be performed after the August 2017 and 2019 events.

Additionally, SCS will annually take a composite sample of the site leachate. The composite samples will be obtained from each of the seven leachate sump riser pipes located throughout the facility. Samples collected from the leachate collection system will be shipped to an environmental laboratory for analytical testing. This leachate will be analyzed for the same constituents used to analyze the groundwater. Results from these analyses will be prepared for inclusion in the site's Operating Record.

This proposal includes budget solely to conduct routine groundwater monitoring events as described above. Should any conditions present themselves that require additional analysis, monitoring, or corrective action, SCS will request a new Task Order from the City prior to commencing additional work

Task 15 – Landfill Gas Monitoring

SCS will conduct quarterly landfill gas monitoring in accordance with the requirements of Part III, Attachment 14, Landfill Gas Management Plan. A pressure meter, Lower Explosive Limit meter, and groundwater interface probe will be utilized to perform the data collection at the 10 methane gas probes. In addition, methane measurements will be recorded within on-site buildings. SCS will perform equipment calibrations, collect data, and prepare methane data paperwork according to the gas management plan.

This proposal includes budget to conduct quarterly landfill gas monitoring events as described above. Should any conditions present themselves that require additional analysis, monitoring, or corrective action, SCS will request a new Task Order from the City prior to commencing additional work.

Task 16 – Storm Water Pollution Prevention Program

The storm water pollution prevention program consists of performing annual comprehensive compliance inspections, employee training, and quarterly sampling and analysis of storm water discharges. For the quarterly sampling program, landfill personnel collect storm water samples at two (2) representative discharge outfalls. These samples will be transferred to SCS representatives who will package and ship the samples to a laboratory for analytical testing of total iron, total suspended solids (TSS), and when obtainable, biological and water quality parameters in accordance with the TPDES permit. SCS will annually prepare a summary report of the findings. In conjunction with the annual report, SCS will provide annual inspections and training of landfill personnel.

This proposal includes budget solely to conduct annual stormwater monitoring events as described above. Since no significant site revisions are anticipated at this time, this proposal does not include any monies for updating the Storm Water Pollution Prevention Plan (SWPPP) to incorporate any significant site revisions. Should any conditions present themselves that require additional analysis, monitoring, or corrective action, SCS will request a new Task Order from the City prior to commencing additional work.

Task 17 – Weekly Stormwater Inspections

On a weekly basis, SCS staff will inspect the site for compliance with the SWPPP (plan) and TPDES (permit). SCS personnel will inspect the facility and prepare a weekly inspection report immediately following the inspection. SCS personnel will meet with site personnel to discuss the inspection findings and any required corrective actions. A copy of the weekly report will be left at the landfill for inclusion into the Site Operating Record.

Task 18 – Safe Equipment Operator Training

On an annual basis, SCS staff will provide safe equipment operator and driver training for up to 40 students. SCS will host 4 sessions a day, with up to 10 students per session. Each student will get a 45 minute classroom training and a 30 minute session of the driving simulator. A copy of the weekly report will be left at the landfill for inclusion into the Site Operating Record. The roster of City staff completing the training sessions will be provided to the City.

Task 19 – Construction Quality Assurance of Landfill Gas System Expansion

This scope of work is for the construction quality assurance (CQA) services for the gas collection and control system (GCCS) expansion project proposed at the City of Brownsville Landfill (landfill). Our CQA services are described in detail below, but generally include review of Contractor submittals, requests-for-information, and installed quantities; observation and documentation of drilling of landfill gas (LFG) extraction wells, LFG collection piping, and condensate management components; and preparation of a construction documentation report.

Our proposal has been separated into the following subtasks:

- Subtask 1 – Field CQA Services;
- Subtask 2 – Construction-Phase Engineering Services; and
- Subtask 3 – Construction Documentation Report.

Our CQA team will be supervised by a Professional Engineer licensed in the State of Texas, and will certify upon completion that the GCCS expansion has been installed in accordance with the Bid Documents and nationally recognized industry standards.

Subtask 1 – Field CQA Services

This task includes field CQA services during the project. During construction, SCS will provide a qualified CQA technician to be onsite daily to observe and document construction, and to verify conformance with the construction plans and specifications.

The CQA technician's responsibilities during drilling and completion of extraction wells will include the following:

1. Document and observe well construction for conformance to the approved construction plans and specifications.
2. Document and observe the waste composition, temperature, and decomposition level of waste removed from the wellbore. This information will be documented on well boring logs.
3. Document and observe that proper well depths, pipe types, backfill, backfill procedures, and well pipe lengths are consistent with the construction plans and specifications. This information will be documented on well installation records.
4. SCS' CQA technician will have the capability to confirm well locations and elevations using GPS survey equipment.

The CQA technician's responsibilities during the remainder of the project will include the documentation and observation of the following for conformance with the construction plans and specifications:

1. Materials, layout and installation of pipe, fittings, and valves associated LFG collection system and condensate management system, including air supply, condensate forcemain, condensate sumps, and LFG collection header/lateral piping.
2. Review, observe, and document pneumatic pipe pressure testing.
3. The CQA technician will perform record location and elevation surveys of installed pipe, fittings, and valves and verify proper slopes and depths of piping prior to burial consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and CQA Technician will be capable of inversing slopes in the field to provide immediate verification of slopes to the Contractor. The survey equipment will be available for use on-site during all times that construction activities are ongoing.

If field conditions require an adjustment to the well locations, piping or other materials, the Certifying Engineer will confirm what adjustments are needed, and coordinate accordingly with City and CQA Technician(s). During construction, the Certifying Engineer or qualified representative will review and approve collected survey data on a weekly basis. Additionally, during construction the CQA Technician will prepare daily activity reports documenting conformance with the construction plans and specifications, which will be incorporated into the construction documentation report (see Subtask 3).

Subtask 2 – Construction-Phase Engineering Services

This task includes the supervision, project management, and construction-phase engineering services by the Design/Certifying Engineer or representative thereof during the entire construction duration. This individual will make visits to the site to be familiar with the work and to review the gathered documentation of construction. The Design/Certifying Engineer or qualified representative thereof will perform the construction-phase engineering services, which will include the following services:

- Telephone calls among the City, Contractor, and/or CQA technician to answer questions and resolve issues.
- Review and respond to all Contractor submittals, requests-for-information and clarifications of construction plans and specifications.
- Preparation of well boring logs and well completion records based on documented installation of LFG extraction wells.
- Review and evaluate record survey data on a weekly basis.
- Maintain files for correspondence, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Our fee estimate for this task assumes that up to 6 hours/week for the Design/Certifying Engineer or qualified representative thereof will be sufficient over the assumed project duration to complete the construction-phase engineering services.

In addition to the above construction-phase engineering services, the design/Certifying Engineer or qualified representative will participate in project meetings by conference call, as needed, and attend up to six (6) onsite inspections/meetings during the project.

Subtask 3 – Construction Documentation Report

This task will include the preparation of a construction documentation report. This report will include record drawings and surveys; including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, and valves, and other infrastructure installed during the course of the project. The construction report will include a project overview, record survey, results of field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

A draft (electronic PDF format) of the construction report will be provided to the City within four (4) weeks of field work completion for review. Up to three (3) final hard copies for the site's records will be submitted within two (2) weeks after receiving comments. The final report will have any edits per comments from the City addressed, and will be sealed by a professional engineer registered in the State of Texas.

Task 20 – Spray-On Alternative Daily Cover

SCS sub-contractors will apply spray-on alternative daily cover (ADC) as directed by City staff. The City will supply the ADC materials. SCS' sub-contractor will supply, operate and maintain the spray on machinery. SCS has budgeted to apply the spray-on ADC a maximum average twice-weekly basis for a maximum of 104 applications per year. SCS will apply two loads of ADC per event. The ADC will be applied to the areas of the landfill as directed by City staff. SCS will only apply ADC at the direction of City staff.

This task will be billed on a per event basis for 2 loads of ADC per event.

Task 21 – Miscellaneous and Contingency Projects

With this proposal, SCS intends to provide unspecified engineering and consulting services. This task provides for funding of unforeseen activities that may be required by the TCEQ to comply with landfill regulations and for other miscellaneous activities that may be requested by the City of Brownsville during the contract period. Miscellaneous activities may include: verification re-testing and/or assessment monitoring relating to the groundwater monitoring program; verification re-testing for other monitoring programs including methane and leachate; tire fire investigation; methane investigations; TCEQ spot inspections and other tasks requested by City staff that are not covered by other tasks in this proposal. As additional services are determined necessary by the City, a determination will be made by City staff whether to seek an additional proposal and task authorization or to approve work under this task.

The work associated with this task will be at the direct request by City staff and will be billed on a labor fee plus expense basis. This work is conducted each year of the task order as authorized and directed by the City.

SCS will conduct no work on this task without the explicit direction from the City of Brownsville.

This task includes no specific scope of services except to provide additional engineering services as directed by the City. The cost estimate associated with this task is solely for authorization purposes only. Cost for this task will be on a time and expenses basis. Additional fee may be authorized by the City by change order should the initial budget be consumed.

Task 22 – Surveying

SCS will manage, direct, and conduct land surveying for permit, design, bidding, operations and construction purposes at the landfill, as authorized by the City of Brownsville. With this proposal, SCS intends to provide unspecified surveying services in conjunction with a local firm with experience and expertise at the landfill and is licensed to practice land surveying in the state of Texas. As surveying services are determined necessary by the City, a determination will be made by City staff as to either contract directly between the City and the surveyor or authorize SCS to contract and conduct the surveying.

SCS will conduct no surveying without the explicit direction from the City of Brownsville.

This task includes no specific scope of services except to provide land surveying services as directed by the City. The fee estimate associated with this task is solely for authorization purposes only. Fee for this task will be on a time and expenses basis. Additional fee may be authorized by the City by change order should the initial budget be consumed.

SCHEDULE

SCS proposes to conduct the above scope of services beginning October 1, 2020, and more specifically, SCS proposes to perform:

Task 1 – Project Management and Project Meetings: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task order.

Task 2 – Conduct Site Operating Procedures Training, Annual Compliance Review, Annual Financial Assurance Assistance, Special Waste Authorization Assistance, and Annual SPCC Plan Assistance: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task authorization.

Task 3 – Landfill and Compost Operations Assistance: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task order. General landfill inspections and compost assistance will occur weekly. More detailed operational assistance will occur daily at the request of City staff. The task budget reflects a maximum effort, including the weekly landfill inspections and compost assistance and the daily landfill operations assistance. Adjustments will be made to the use of the budget as appropriate to reflect the level of effort requested by the City and provided by SCS.

Task 4 – Landfill Gas Flare Opacity Inspections: This task will be initiated immediately upon receipt of notice to proceed and continue said services throughout the duration of the task order. SCS proposes to conduct daily inspections of the landfill gas flare on all days that the flare is in operation. The flare inspection reports will be provided to the facility at least weekly for inclusion in the Site Operating Record.

Task 5 – Semi-Annual Air Permit Audit (Compliance Report) and Title V Reporting: SCS will conduct a semi-annual compliance audit once every 6 months of the contract. The audit reports will be submitted to the City within 14 days of completion of the audit.

Task 6 – Air Permit Renewals and Revisions: An air permit revision will be processed in late 2020 and submitted concurrently with the GCCS Design Plan timeframe. An air permit renewal will also be submitted in 2025 within the five-year Title V required renewal window.

Task 7 – Annual Greenhouse Gas, Emissions Fee, and Emissions Inventory: This work is conducted each year of the task order in accordance with the permit or regulation requirements.

Task 8 – GCCS Design Plan: SCS will commence this work in October 2020 once the new contract is approved so that approval from TCEQ can be obtained prior to the control requirements beginning in 2021.

Task 9 – NSPS Reporting: This work begins in the second half of 2021 (first semi-annual report due by December 7, 2021). Reporting is required semi-annually thereafter.

Task 10 – NSPS Flare Source Testing: This work will be performed in the second half of 2021 and the results will be reported by no later than December 7, 2021.

Task 11 – Annual Landfill Airspace, Development and Budget Analysis: SCS will conduct the annual airspace analysis during a period of the year when the atmosphere over the site is conducive to aerial photography. The landfill development and financial analysis will be completed within 120 days of completion of the aerial photography.

SCS staff will initiate a review of the current and potential incoming waste streams, service markets, and prices immediately upon receipt of notice to proceed. This review will be completed during the first calendar year, with the remaining years of the task authorization consisting of continued evaluation of the current and potential incoming waste streams, service markets in an effort to maintain flexibility with changing conditions.

Task 12 – Tipping Fee Study and Financial Analysis: SCS proposes to prepare the initial tipping fee study and financial analysis during the Fiscal Year 2020-2021. The revenue sufficiency and review of customer impacts will be updated annually for the next 4 years.

Task 13 – Annual Sediment and Erosion Control Plan: SCS proposes to submit a 90 percent complete draft of the Annual Sediment and Erosion Control Construction Plans and Technical Specifications to the City for your review and comment within 60 days of receipt of the annual aerial topographic survey. The 100 percent complete set will be submitted to the City within 10 days of receipt of comments on the 90 percent set.

Task 14 – Groundwater and Leachate Monitoring: This work is conducted semi-annually for the groundwater and annually for the leachate each year of the task order in accordance with the permit requirements.

Task 15 – Landfill Gas Monitoring: This work is conducted on an annual quarterly basis each year of the task order in accordance with the permit requirements.

Task 16 – Storm Water Pollution Prevention Program: This work is conducted each year of the task order in accordance with the permit requirements.

Task 17 – Weekly Stormwater Inspections: SCS will conduct weekly stormwater inspections in accordance with the SWPPP and the TPDES permit. The weekly inspection reports will be submitted to the City immediately following the completion of the inspection.

Task 18 – Safe Equipment Operator Training: SCS will conduct annual safe equipment operator training for up to 40 operators and drivers per year. The course will include 45 minute classroom training and a 30 minute simulator training. The roster of City staff completing the training sessions will be provided to the City.

Task 19 – Construction Quality Assurance of Landfill Gas System Expansion: SCS will provide full-time CQA for the expansion of the landfill gas system. It is anticipated that this construction will commence in October 2020 and have a duration of up to 140 calendar days, performed over 10 hours per day, Monday through Saturday. Also, our fees for this task include applicable expenses for our CQA technicians, such as mobilization/demobilization, lodging/per diem, vehicle/mileage, and equipment (survey equipment). If the Contractor experiences any downtime in excess of three working days, additional mobilization/demobilization charges may be necessary.

Task 20 – Spray-On Alternative Daily Cover: SCS will apply a maximum average of 2 loads of spray-on ADC twice weekly as directed by City Staff.

Task 21 – Miscellaneous and Contingency Projects: The work associated with this task will be at the direct request by City staff and will be billed on a labor fee plus expense basis. This work is conducted each year of the task order as authorized and directed by the City.

Task 22 – Surveying: Surveying will be provided as directed by the City and will be available on an on-call basis. This work is conducted each year of the task order as authorized and directed by the City.

FEE

SCS proposes to perform the above referenced Tasks 1 through 18 on a lump sum tasks and will be invoiced on a percent complete basis for each task. Task 20 will be invoiced on a per event basis. Tasks 19, 21 and 22 will be invoiced on a time and expense basis. SCS has developed a schedule which conveniently spreads out fees over 5 years. These fees will be distributed over the term of the agreement with no rate increase. The annual breakouts of fees for budgeting purposes are as follows:

Task Number	Oct 2020 – Sept 2021	Oct 2021 – Sept 2022	Oct 2022 – Sept 2023	Oct 2023 – Sept 2024	Oct 2024 – Sept 2025	Totals
1	$22,760	$22,760	$22,760	$22,760	$22,760	$113,800
2	$98,460	$98,460	$98,460	$98,460	$98,460	$492,300
3	$71,790	$71,790	$71,790	$71,790	$71,790	$358,950
4	$22,274	$22,274	$22,274	$22,274	$22,274	$111,370
5	$21,354	$21,354	$21,354	$21,354	$21,354	$106,770
6	$9,325	$0	$0	$0	$9,325	$18,650
7	$23,044	$23,044	$23,044	$23,044	$23,044	$115,220
8	$17,300	$0	$0	$0	$0	$17,300
9	$17,888	$17,888	$17,888	$17,888	$17,888	$89,440
10	$20,720	$0	$0	$0	$0	$20,720
11	$69,480	$69,480	$69,480	$69,480	$69,480	$347,400
12	$59,632	$31,622	$31,622	$31,622	$31,622	$186,120
13	$33,590	$33,590	$33,590	$33,590	$33,590	$167,950
14	$162,020	$135,120	$162,020	$135,120	$162,020	$756,300
15	$12,380	$12,380	$12,380	$12,380	$12,380	$61,900
16	$17,100	$17,100	$17,100	$17,100	$17,100	$85,500
17	$45,010	$45,010	$45,010	$45,010	$45,010	$225,050
18	$7,100	$7,100	$7,100	$7,100	$7,100	$35,500
19	$221,380	$0	$0	$0	$0	$221,380
20	$64,688	$64,688	$64,688	$64,688	$64,688	$323,440
21	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
22	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
Total	**$1,057,295**	**$733,660**	**$760,560**	**$733,660**	**$769,885**	**$4,055,060**

These fees are further detailed on a task by task basis over the course of this 5-year renewal period as follows:

Task 1 – Project Management and Meetings

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	60	$245	$14,700
Project Director	260	$235	$61,100
Office Service Manager	120	$115	$13,800
Secretarial/Clerical	120	$85	$10,200
Expenses (Travel, Copies, FedEx, etc.)			$14,000
Total			**$113,800**

Task 2 – Conduct Site Operating Procedures Training, Annual Compliance Review, Annual Financial Assurance Assistance, Special Waste Authorization Assistance, and Annual SPCC Plan Assistance

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	60	$245	$14,700
Project Director	400	$235	$94,000
Project Professional	400	$155	$62,000
Staff Professional	200	$125	$25,000
CADD Designer	80	$135	$10,800
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	100	$85	$8,500
Expenses (Travel, Copies, FedEx, etc.)			$46,000
Monitoring Consultant			$34,500
Training Consultant			$189,900
Total			**$492,300**

Task 3 – Landfill and Compost Operations Assistance

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	80	$235	$18,800
Staff Professional	60	$125	$7,500
CADD Designer	20	$135	$2,700
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	60	$85	$5,100
Expenses (Travel, Copies, FedEx, etc.)			$5,000

Landfill Operations Consultant			$200,100
Compost Management Consultant			$110,400
Total			**$358,950**

Task 4 – Landfill Gas Flare Opacity Inspections

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	30	$235	$7,050
Office Service Manager	30	$115	$3,450
Secretarial/Clerical	30	$85	$2,550
Expenses (Travel, Copies, FedEx, etc.)			$250
Landfill Gas Flare Inspection Consultant			$96,600
Total			**$111,370**

Task 5 – Semi-Annual Air Permit Audit (Compliance Report) and Title V Reporting

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	50	$235	$11,750
Project Professional	240	$155	$37,200
Staff Professional	300	$125	$37,500
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	30	$85	$2,550
Expenses (Travel, Copies, FedEx, etc.)			$14,000
Total			**$106,770**

Task 6 - Air Permit Renewals

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	4	$245	$ 980
Project Director	16	$235	$3,760
Project Professional	46	$155	$7,130
Staff Professional	32	$125	$4,000
Office Service Manager	8	$115	$ 920

Secretarial/Clerical	8	$85	$ 680
Expenses (Travel, Copies, FedEx, etc.)			$1,180
Total			**$18,650**

Task 7 – Annual Greenhouse Gas, Emissions Fee, and Emissions Inventory

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	60	$235	$14,100
Project Professional	280	$155	$43,400
Staff Professional	400	$125	$50,000
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	30	$85	$2,550
Expenses (Travel, Copies, FedEx, etc.)			$1,400
Total			**$115,220**

Task 8 – GCCS Design Plan

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	2	$245	$ 490
Project Director	12	$235	$2,820
Project Professional	40	$155	$6,200
Staff Professional	40	$125	$5,000
Office Service Manager	4	$115	$ 460
Secretarial/Clerical	8	$85	$ 680
Expenses (Travel, Copies, FedEx, etc.)			$1,650
Total			**$17,300**

Task 9 – NSPS Reporting

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	32	$245	$7,840
Project Director	80	$235	$18,800
Project Professional	160	$155	$24,800
Staff Professional	240	$125	$30,000
Office Service Manager	32	$115	$3,680

Secretarial/Clerical	32	$85	$2,720
Expenses (Travel, Copies, FedEx, etc.)			$1,600
Total			**$89,440**

Task 10 – NSPS Initial Source Test (Flare and Gas System)

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	4	$245	$ 980
Project Director	24	$235	$5,640
Project Professional	32	$155	$4,960
Staff Professional	32	$125	$4,000
Office Service Manager	4	$115	$ 460
Secretarial/Clerical	8	$85	$ 680
Expenses (Travel, Copies, FedEx, etc.)			$4,000
Total			**$20,720**

Task 11 – Annual Landfill Airspace, Development and Budget Analysis

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	80	$245	$19,600
Project Director	280	$235	$65,800
Project Professional	400	$155	$62,000
Staff Professional	360	$125	$45,000
CADD Designer	300	$135	$40,500
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	60	$85	$5,100
Expenses (Travel, Copies, FedEx, etc.)			$22,000
Aerial Survey			$80,500
Total			**$347,400**

Task 12 – Tipping Fee Study and Financial Analysis

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	16	$245	$3,920
Project Director	40	$235	$9,400
Senior Financial Analyst	280	$245	$68,600

Financial Analyst	360	$125	$45,000
Staff Professional	50	$125	$6,250
CADD Designer	40	$135	$5,400
Office Service Manager	50	$115	$5,750
Secretarial/Clerical	80	$85	$6,800
Expenses (Travel, Copies, FedEx, etc.)			$35,000
Total			**$186,120**

Task 13 – Annual Sediment and Erosion Control Plan

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	80	$235	$18,800
Project Professional	140	$155	$21,700
Staff Professional	300	$125	$37,500
CADD Designer	340	$135	$45,900
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	220	$85	$18,700
Expenses (Travel, Copies, FedEx, etc.)			$16,000
Total			**$167,950**

Task 14 – Groundwater and Leachate Monitoring

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	20	$245	$4,900
Project Director	80	$235	$18,800
Project Professional	60	$155	$9,300
Staff Professional	60	$125	$7,500
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$500
Monitoring Consultant			$711,300
Total			**$756,300**

Task 15 – Landfill Gas Monitoring

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	4	$245	$ 980
Project Director	14	$235	$3,290
Staff Professional	20	$125	$2,500
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$530
Monitoring Consultant			$50,600
Total			**$61,900**

Task 16 – Storm Water Pollution Prevention Program

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	6	$245	$1,470
Project Director	10	$235	$2,350
Staff Professional	10	$125	$1,250
Office Service Manager	20	$115	$2,300
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$530
Monitoring Consultant			$75,900
Total			**$85,500**

Task 17 – Weekly Stormwater Inspection

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$235	$2,350
Project Director	60	$225	$13,500
Office Service Manager	60	$110	$6,600
Secretarial/Clerical	20	$80	$1,600
Expenses (Travel, Copies, FedEx, etc.)			$900
Inspection Consultant			$200,100
Total			**$225,050**

Task 18 – Safe Equipment Operator Training

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	5	$245	$1,225
Project Director	5	$235	$1,175
Office Service Manager	10	$115	$1,150
Secretarial/Clerical	10	$85	$ 850
Expenses (Travel, Copies, FedEx, etc.)			$300
Safe Driver Training Consultant			$30,800
Total			**$35,500**

Task 19 – Construction Quality Assurance for Landfill Gas System Expansion

Staff	Estimated Units	Unit Fee	Fee
Business Unit Director	8	$245	$1,960
Project Director	100	$235	$23,500
Project Professional	162	$155	$25,110
Staff Professional	112	$125	$14,000
CQA Technician	1200	$85	$102,000
Office Service Manager	10	$115	$1,150
Secretarial/Clerical	16	$85	$1,360
CQA Technician Lodging, Per Diem, Vehicle (per day)	140	$215	$30,100
CE Travel (per trip)	6	$900	$5,400
CQA Mobilization/ Demobilization (per each)	2	$1,400	$2,800
Surveying	1	$14,000	$14,000
Total			**$221,380**

Task 20 – Spray-On Alternative Daily Cover

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	54	$235	$12,690
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$700

ADC Subcontractor			$299,000
Total			**$323,440**
Total (per event)			*$622*

Task 21 – Miscellaneous and Contingency Projects

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	30	$235	$7,050
Senior Project Professional	20	$170	$3,400
Project Professional	34	$155	$5,270
Staff Professional	40	$125	$5,000
CADD Designer	20	$135	$2,700
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	20	$85	$1,700
Expenses (Travel, Copies, FedEx, etc.)			$2,280
Sub Contractor			$63,250
Total			**$100,000**

Task 22 – Surveying

Staff	Estimated Hours	Unit Fee	Fee
Business Unit Director	10	$245	$2,450
Project Director	46	$235	$10,810
CADD Designer	20	$135	$2,700
Office Service Manager	60	$115	$6,900
Secretarial/Clerical	26	$85	$2,210
Expenses (Travel, Copies, FedEx, etc.)			$2,030
Surveying Subcontractor			$72,900
Total			**$100,000**

Invoices will be prepared on the 1st of each month. Tasks 1 through 18 are lump sum tasks and will be invoiced on a percent complete basis for each task. Task 20 will be invoiced on a per event basis. Tasks 19, 21 and 22 will be invoiced on a time and expense basis. Time will be invoiced at the unit fee rates included in the tables above. Consistent with federal regulations, a factor of 150 percent will be applied to overtime hours for field personnel. Expenses are billed at actual cost plus 15 percent. Vehicle mileage will be billed at $0.66 per mile for autos and $0.76 per mile for company trucks.

Any additional Services that the City may request with regards to this project (i.e.: additional meetings with City personnel, meetings at the site, meetings with the TCEQ, or other tasks), will constitute a new task order for additional services.

As you know, over our years of providing engineering, permitting and environmental monitoring, our project team has become very familiar with the City's landfill and has successful assisted the City through several TCEQ audits and other compliance related issues. We appreciate the opportunity to continue working with the City's staff in maintaining the City's outstanding record of compliance with the myriad of TCEQ requirements. If you have any questions, comments, or require any additional information, please feel free to contact J. Roy Murray or Jeff Reed at (281) 293-8494.

Sincerely,

J. Roy Murray, P.E.
Vice President
SCS ENGINEERS

Robert Gardner, P.E., BCEE
Senior Vice President
SCS ENGINEERS

Attachment

SCS ENGINEERS
TASK ORDER AUTHORIZATION FORM

CONTRACT NUMBER or DATED: April 17, 2020 **TASK ORDER NUMBER:** 2020 - 1

CLIENT: Name City of Brownsville
Address P.O. Box 911
City Brownsville State Texas Zip Code 78521
Attn Jose F. Perez

Signing of this Authorization by **City of Brownsville** and **SCS Engineers** (Hereinafter "SCS") authorizes SCS to complete the Services as described below under the terms and conditions of the contract identified above.

PROJECT NAME: The Services described below are to be provided by SCS in connection with a Project identified as follows:
Provide Engineering and Compliance Services for the City of Brownsville Landfill for the Five-Year Period October 1, 2020 through September 30, 2025

SCOPE OF SERVICES: SCS will perform the Services indicated below:

__X__ Services as described in attached correspondence dated April 17, 2020
_____ Services as described in attached Scope of Services dated _____
_____ Services described below:

Fee: $4,055,060 as detailed in the attached correspondence dated April 17, 2020

Schedule: Commence: October 1, 2020 or upon receipt of notice to proceed, whichever is later
Complete: September 30, 2025 or upon completion of all tasks

Deliverables:
(Provide completion dates) See attached proposal dated February 26, 2019

City of Brownsville:		SCS Engineers:	
Signature		Signature	
Name	Trey Mendez	Name	Robert Gardner, P.E., BCEE
Title	Mayor	Title	Senior Vice President
Date	July 7, 2020	Date	April 17, 2020

"Approved as to Form and Legality
This 30th day of June 2020
Title Asst City Atty
Office of the Brownsville City Attorney"

comments, or require any additional information, please feel free to contact J. Roy Murray or Jeff Reed at (281) 397-6747.

Sincerely,

J. Roy Murray, P.E.
Vice President
SCS ENGINEERS

Robert Gardner, P.E., BCEE
Senior Vice President
SCS ENGINEERS

Attachment

SCS FIELD SERVICES

Environmental
Consultants & Contractors

June 15, 2023

Mr. Jose Maldonado
Landfill & Storm Water Manager
City of Brownsville Landfill
9000 Ruben M Torres
Brownsville, 78521

Subject: Proposal for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill.

Dear Mr. Maldonado:

SCS Field Services (SCS-FS) is pleased to submit this proposal for the above referenced project and appreciates the opportunity to be of service to the City of Brownsville Landfill (Site).

SCOPE OF WORK

The Scope of Work is based on the routine maintenance that is performed monthly at the Site. SCS-FS will provide all labor, equipment, and materials needed to perform the existing landfill gas (LFG) lateral and variable frequency drive (VFD) replacement. Due to the depths of the lateral piping from operational filling after installation, SCS-FS will need to install new lateral piping to a safe and workable trench depth at locations closer to the perimeter header or existing extraction wells. Below is a list of the required tasks SCS-FS is proposing to perform as part of this proposal.

- SCS-FS proposes to expose existing vacuum laterals to well connections at EW103R, EW106R, EW110R, and EW112R. This will allow for SCS-FS personnel to abandon vacuum laterals below grade due to watered in laterals that hinder gas extraction at these locations.

- SCS-FS proposes to install 6-inch lateral lines to the existing wells and tie-in at the closest, predetermined locations that allow for the condensate liquids to drain back into the header piping and condensate sumps.

- SCS-FS will salvage existing wellheads and reinstall them to new lateral lines once completed to continue gas extraction of the well.

SCS-FS will order and install a new VFD on one of the blowers at the Site, which is not functioning and preventing operation of the blower. Once installed, SCS-FS will restart the blower and verify that the system is operating satisfactorily. Although the VFD on the other blower also does not appear to be functioning properly, SCS-FS is not proposing to replace it at this time. Instead, that VFD will be removed and shipped to a vendor to be assessed and possibly repaired.

With this proposal, SCS intends to provide non-routine services for the Site. These services are intended to provide activities that may be requested by the City of Brownsville during the contract period. This task includes no specific scope of services except to provide construction services as

directed by the City. The cost estimate associated with this task is solely for authorization purposes only. Cost for this task will be authorized after an official quote from SCS-FS personnel to be approved by the City. Additional fees may be authorized by the City by change order should the initial budget be consumed. The work associated with this task will be at the direct request by City staff.

ASSUMPTIONS AND CONDITIONS

- SCS-FS' price does not include seeding of disturbed areas, silt fence or other erosion control or sediment control measures.
- SCS-FS' price does not include an articulated dump truck for trash or soil hauling and Site personnel will assist in placement of these materials for cost saving purposes as agreed upon.
- Existing wiring at the Site will be satisfactory for installation of the new VFD without additional electrical work.
- The cost estimate accounts for purchase of a new VFD, removal and replacement of the existing VFD, and shipment of the old VFD to the vendor but not for the repair of that VFD. If the vendor determines that the VFD can be repaired, then SCS-FS will provide a separate cost estimate to the City for that service.
- Any tie-in locations that are inaccessible due to extreme amounts of liquid that requires additional equipment and material is not included in the proposed price.
- Reasonable site access for the listed authorized personnel, equipment, and materials to enable completion of the work.
- SCS-FS' price does not include obtaining construction, NPDES, storm water or other environmental permits.
- SCS-FS assumes that conditions, which differ materially from information provided by the client or what is reasonably anticipated given the nature of the work, are excluded from our bid.
- Work will be performed in OSHA Level D protection.
- SCS-FS' price does not include marking of utility lines, nor damage to unmarked utility lines.
- Site and weather conditions will permit completion of the project in accordance with the proposed time frame.
- This quote is valid for 60 days from the date of this submittal.

PROJECT SCHEDULE

Upon approval of this proposal, SCS-FS will begin scheduling personnel, equipment, and materials for the replacement lateral installation and order a new VFD. SCS-FS estimates 6 working days to complete lateral installation and can begin mobilizing to site as soon as August 14, 2023. As soon as

possible after receiving the VFD, SCS-FS personnel will visit the Site to complete its installation. Removal of the existing VFD and installation of the new VFD is expected to take one day onsite. The VFD being removed will then be shipped to the vendor.

COMPENSATION

SCS-FS would be pleased to perform the work in accordance with the above listed Assumptions and Conditions for a total cost of $106,914. See below for cost breakdown.

Task	Description	Unit	Qnty	Unit Price	Total
1	Mobilization/Demobilization	LS	1	$ 10,750	$ 10,750
2	VFD Replacement*	LS	1	$ 19,964	$ 19,964
3	Lateral Replacement for EW 103R, 106R, 110R, & 112R	EA	4	$ 7,800	$ 31,200
4	Tie in and Abandonments	EA	4	$ 3,750	$ 15,000
5	Additional Non-Routine Funds	LS	1	$ 30,000.00	$ 30,000.00
					$ -
					$ -
	* Includes separate mobilization/demobilization event			**TOTAL**	**$ 106,914**

CLOSING

Should you have any questions regarding this project, please contact Bobby Llanas at (214) 605 - 4666.

Sincerely,





Bobby Llanas
Project Manager
SCS Field Services

Jason Lewallen
Regional Manager
SCS Field Services

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve Airport's Marketing and Advertising services contract, MAS-52-0819, by the allowable 25% increase of $56,250 as budgeted. (Airport Department)

Summary:
Additional media is required to support continued service expansion at the Brownsville South Padre Island International Airport. The increase of $56,250 to contract MAS-52-0819 includes additional billboards, printing, bus wraps, digital marketing, and event marketing.

Project Scope and Analysis:
The additional $56,250 includes additional billboards, printing, bus wraps, digital marketing, and event marketing.

Funding:

Source: Airport Operating Funds (61-540-766)

Amount: $56,250

Local Contribution if Applicable: N/A

Recommendation:
The Airport recommends City Commission approve this item.

Commission Pillar:
Economic Development

Attachments:
1. MAS-52-0819 Increase Agreement
2. MAS-52-0819 Increase PPT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Guerra, Director of Library Services
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to approve the replacement of aging point-of-sale at Central and Southmost Brownsville Libraries. The initial term is 3-years with automatic renewals in 1-year increments. Year 1: $45,085; Year 2: $43,852; and Year 3: $43,852. The total amount for the 3-year contract is $132,789 as budgeted. (Brownsville Library)

Summary:
Proposing to replace the Point of Sale system that the libraries currently have in both Brownsville Libraries. The initial term is 3-years, with automatic renewals in 1-year increments. Year 1: $45,085; Year 2: $43,852; and Year 3: $43,852. The total amount for the 3-year contract is $132,789.

At the current rate, the city's libraries are projected to bring over $135,444 in revenue, however it is anticipated that with the new system that amount will most likely increase.

1. Replace Old System

- Current POS is very old, and it is hard to keep up with the users.
- Library is receiving more customers, there is currently one cashier that works in each library and this technology will assist with improving efficiency and customer experience.

2. Install the new Point of Sale System

- New system will improve customer experience.
- Provide more payment options, including cash, web, and debit/credit card payment and patrons will be able to book the meeting room online.
- New system will be easier to manage, and can be utilitzed in other departments.

Project Scope and Analysis:

The statement of work (SOW) for the installation of the new Point of Sale system will include the following deliverables:

- The new system includes hardware, software, and installation
- CityBase is responsible for the maintenance and upgrades of the hardware & software.
- The libraries will be able to receive cash, credit/debit, and web payments.

The project will start on July 15, 2023

Funding:

Source: 01-490-776

Amount: $132,789.00

Local Contribution if Applicable:

Recommendation:
Enterprise Applications Department recommends approval

Commission Pillar:
Infrastructure and Quality of Life

Attachments:
1. Point of Sale
2. CityBase Agreement - Procurement Analysis
3. BrownsvilleTX_MSA_HardwareSaaS_Agreement

Library Point of Sale

ENTERPRISE APPLICATIONS DEPARTMENT

Library Point of Sale

What needs Improvement?	• Library Point of Sale
Who has this problem?	• Brownsville Central and Southmost Libraries
Why fix the problem?	•Current POS is very old and it is hard to keep up with the users •There is an increase of customers in both libraries and we are losing revenue. •Only one cashier works in each library
How will I know this problem has been solved?	•Customers will be able to pay with cash, check, credit/debit card, and online payment. •The overall customer experience will be enhanced, and users will be able to pay their fees online and book the meeting rooms without having to come to the location.

PROPOSAL

Solution	Benefit	Cost
❑ **CityBase: Point of Sale** ❑ Replace old system ❑ Provide Payment options: ❑ Cash ❑ Credit/debit ❑ Check ❑ Online payment	❑ Increase revenue ❑ Provide online payment where library users can pay without having to go to the location. ❑ Book/pay for meeting rooms online ❑ System can support the whole enterprise	❑ $132,789 ❑ 3-year Contract ❑ Funding Source: ❑ Account 01-490-776

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 22, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jorge Cardenas, Enterprise Application Director

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action to enter into an agreement with CityBase for Cloud-Based SaaS Solutions."

At the Mr. Jorge Cardenas, Enterprise Application Director , the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **OMNIA Partners** #14-02.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: CityBase, Inc. is eligible under this procurement of cloud-based solutions in the amount of **$132,789.00 for three years.**

Initial term is 3 years. Automatic renewal in 1-year increments unless the client provides 90 days' notice to Citybase. Citybase may increase the Software and Hardware fees by a maximum of 10% upon renewal in year 4 and beyond.

Exhibit A

CITYBASE HARDWARE & SOFTWARE AS A SERVICE AGREEMENT

Hardware & Software Terms and Conditions

These CityBase Hardware and Software Terms and Conditions, dated as of May 12th, 2023 (this "**Agreement**"), are by and between CityBase, Inc., a Delaware corporation, having a principal place of business in Chicago, Illinois ("**CityBase**") and The City of Brownsville, Texas, ("**Client**" and together with CityBase, the "**Parties**", and each a "**Party**").

WHEREAS, the Parties have entered into that certain CityBase Master Agreement, dated as of May 12th, 2023 (the "**Master Agreement**");

Client desires to engage CityBase to provide certain services as more fully described on Schedule 1 attached hereto (the "**Services**") and CityBase has agreed to furnish the Services in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Hardware & Software-as-a-Service (HW&SaaS):

(a) HW&SaaS is an all-inclusive service (the "**Services**") that includes software, hardware, and maintenance. Software updates are deployed seamlessly, with zero downtime, and regular security updates are included. Hardware that malfunctions will be repaired or replaced during the term of this agreement.

(i) Hardware. CityBase agrees to provide to Client, the hardware set forth on Schedule 1, (the "**Hardware**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement. CityBase shall retain all ownership rights to the Hardware and related software.

(ii) Software. CityBase hereby grants to Client a limited, revocable, royalty-free, non-transferable license to use all CityBase-owned software set forth on Schedule 1 in the quantities and at the prices and the terms and conditions of this Agreement. The Parties acknowledge and agree that, during the term of this Agreement, CityBase shall retain all ownership rights to the software.

2. Delivery and Installation.

(a) The Hardware will be delivered within a reasonable time after the date of this Agreement to 2600 Central Blvd, Brownsville, TX 78520 (the "**Delivery Point**"). CityBase shall not be liable for any delays, loss or damage in transit. Client shall, at its sole expense, prepare a suitable site at the Delivery Point for the installation of the Hardware. Client shall grant access to the Delivery Point to allow CityBase, or its designated representative, to install the Hardware. Client shall bear all installation charges, including all third-party installation chargers.

(b) If for any reason Client fails to accept delivery of any of the Hardware, or if CityBase, or its authorized representative, is unable to deliver the Hardware at the Delivery Point because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) the Hardware shall be deemed to have been delivered; and (ii) CityBase, at its option, may store the Hardware until Client picks them up, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(c) Client shall not move any item of Hardware from the Delivery Point without CityBase's prior written consent.

(d) Client shall not affix or attach any item of Hardware to real property or any improvements. The Parties intend that each item of Hardware remains at all times personal property and not a fixture under applicable law, even if the Hardware, or any part thereof, may be or becomes affixed or attached to real property or any improvements.

3. Maintenance and Upgrades.

(a) Client, at its own expense, shall maintain, service, and keep the Hardware (i) in the same condition as when delivered to the Delivery Point, ordinary wear and tear excepted; (ii) in compliance with CityBase's maintenance requirements; and (iii) in compliance with law.

(b) If any part of the Hardware becomes lost, stolen, damaged beyond repair or otherwise permanently rendered unfit for use ("**Unfit Hardware**"), Client shall promptly notify CityBase of such Unfit Hardware. CityBase shall use commercially reasonable efforts to promptly repair or replace such Unfit Hardware, at Client's sole expense.

(c) CityBase shall or shall cause its authorized representatives to install alterations, modifications, additions, and upgrades to the Hardware that is (i) required or (ii) necessary to comply with law.

4. Price. Client shall provide Hardware and software from CityBase at the price (the "**Price**") set forth in Schedule 1. Furthermore, all Prices are exclusive of utility payments (i.e., electricity bill) and any other similar payments imposed by a utility provider. Client shall be responsible for all such charges and costs.

5. Payment Terms. Client shall pay all invoiced amounts due to CityBase within thirty (30) days from the date of CityBase's invoice. Client shall make all payments hereunder in US dollars. Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

6. Changes to Services**.** CityBase reserves the right, in its sole discretion, to make any changes to the Services that it deems reasonably necessary to comply with applicable law. CityBase may also request changes to the Services in order to maintain or enhance: (a) the quality or delivery of the Services or (b) the Services' cost efficiency or performance. The Parties shall evaluate, and, if agreed, implement all such requested changes in a written amendment.

7. Access and Use; Use Restrictions**.**

(a) Subject to and conditioned on Client's payment of the Fees and compliance with all other terms and conditions of this Agreement, CityBase hereby grants Client a non-exclusive, non-transferable right to access and use the Services, during the Term, solely for use by Client and Client's Permitted Users in

accordance with the terms and conditions herein and any additional terms applicable to Permitted Users. Such use is limited to Client's internal use. "**Permitted Users**" shall mean (i) a person authorized by Client to access and use the Services, including any Client employee, contractor, agent or any other individual or entity authorized by Client; (ii) and users of Client's services.

(b) Client shall not permit any other person or entity (other than a Permitted User) to access or use the Services. Without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits, (i) copy, modify, or create derivative works or improvements of the Services, (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code used in the Services, in whole or in part, or (iii) bypass or breach any security device or protection used by or in conjunction with the Services.

(c) Client may only use the Services strictly in accordance with all applicable laws, including, without limitation, data privacy and security laws, any supporting materials provided by CityBase, and any other restrictions and requirements set forth herein. CityBase shall not be responsible for Client's or Client's Permitted Users' use of the Services. CityBase reserves the right at any time with notice to Client to suspend access to the Services by Client or Permitted Users in the event that CityBase reasonably believes such party or person is accessing or using the Services in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall CityBase be required to monitor or supervise the use of the Services by Client or Permitted Users and compliance with the terms of this Agreement by each of Client and Permitted Users shall at all times be and remain Client's responsibility.

8. Access and Use; Use Restrictions.

(a) Subject to and conditioned on Client's payment of the Fees and compliance with all other terms and conditions of this Agreement, CityBase hereby grants Client a non-exclusive, non-transferable right to access and use the Services, during the Term, solely for use by Client and Client's Permitted Users in accordance with the terms and conditions herein and any additional terms applicable to Permitted Users. Such use is limited to Client's internal use. "**Permitted Users**" shall mean (i) a person authorized by Client to access and use the Services, including any Client employee, contractor, agent or any other individual or entity authorized by Client; (ii) and users of Client's services.

(b) Client shall not permit any other person or entity (other than a Permitted User) to access or use the Services. Without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits, (i) copy, modify, or create derivative works or improvements of the Services, (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code used in the Services, in whole or in part, or (iii) bypass or breach any security device or protection used by or in conjunction with the Services.

(c) Client may only use the Services strictly in accordance with all applicable laws, including, without limitation, data privacy and security laws, any supporting materials provided by CityBase, and any other restrictions and requirements set forth herein. CityBase shall not be responsible for Client's or Client's Permitted Users' use of the Services. CityBase reserves the right at any time with notice to Client to suspend access to the Services by Client or Permitted Users in the event that CityBase reasonably believes such party or person is accessing or using the Services in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall CityBase be required to monitor or supervise the use of the Services by Client or Permitted Users and compliance with the terms of this Agreement by each of Client and Permitted Users shall at all times be and remain Client's responsibility.

9. Limited Warranty; Disclaimer of Warranties.

(a) CityBase warrants that the Services will substantially perform according to written specifications provided by CityBase from time to time, which may be updated in CityBase's sole discretion.

(b) EXCEPT AS SET FORTH IN SECTION 6(a), ALL SERVICES ARE PROVIDED "AS IS." CITYBASE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

10. Ownership Rights.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of CityBase in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") shall be owned by CityBase. CityBase hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

(b) Client acknowledges that, as between Client and CityBase, CityBase and its licensors own all right, title and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, and any and all intellectual property provided to Client or any Permitted User in connection with the foregoing ("**CityBase IP**"). If Client or any of its employees or contractors sends or transmits any communications or materials to CityBase suggesting or recommending changes to CityBase IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions or the like ("**Feedback**"), CityBase is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to CityBase on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CityBase is free to use, without any attribution or compensation to Client or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although CityBase is not required to use any Feedback.

11. Data and Privacy Obligations.

(a) The Parties acknowledge and agree that each Party is responsible for ensuring the integrity of all data, including Personal Data, information and material ("**Client Data**") provided by Client and its Permitted Users through the Services. "**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") that enables a Data Subject to be identified or separated from a larger group of people, directly or indirectly, in particular by reference to an identifier or data element. Some Personal Data can directly identify a Data Subject, such as someone's name, email address, driver's license number or credit card number. Other Personal Data can indirectly identify a Data Subject by itself, or when combined with other indirect Personal Data, such as one's date of birth or gender.

(b) Client hereby grants CityBase access to use the Client Data solely for providing the Services hereunder and to support Client's use of the same. Client is responsible for all activities that occur in Client's account(s). Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Each Party shall use its best efforts to prevent unauthorized access to, or use of, the Services, and notify the other Party promptly of any unauthorized access or use. CityBase is not responsible for any damages resulting from the loss, misuse or disclosure of Client Data, regardless of the reason for such loss, unless such loss is due to intentional misconduct or grossly negligent conduct on the part of CityBase. Client hereby grants to CityBase the royalty free right and license to develop De-identified Data using the Client Data, Client's use of the Services, and to use and otherwise freely exploit such De-identified Data. "**De-identified Data**" is information that has been stripped of information that is unique to and could be used to identify a particular individual, facility, Client or product or service of Client.

(c) CityBase shall have no obligation to monitor Client's use of the Services, or any third party's use of Client Data, or any other content provided or distributed by others. Nevertheless, CityBase may at any time, without prior notice or liability to Client, remove from public view, disconnect, or terminate Services or the hosting of any of Client's Data or other content that CityBase deems to be offensive, illegal, or in

violation of any CityBase policy for (a) Client's noncompliance with or material breach of any of the terms and conditions of this Agreement, or (b) for claims made by third parties against CityBase that Client or any of its users has engaged in any of the above practices.

(d) CityBase shall have a right to audit Client's compliance with the terms of this Agreement and restrictions on access granted hereunder. Client permits CityBase to access the administrative features of Client's Services to establish Client's compliance with this Agreement. If CityBase discovers evidence that Client is using the Services outside the scope of this Agreement, Client agrees to pay CityBase the contracted value of the Services being used outside the scope of this Agreement.

12. INDEMNIFICATION. CITYBASE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTY") AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, FROM ANY CLAIM OF A THIRD PARTY ARISING OUT OF OR OCCURRING IN CONNECTION WITH THE HARDWARE OR CITYBASE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CITYBASE SHALL NOT ENTER INTO ANY SETTLEMENT WITHOUT CLIENT'S PRIOR WRITTEN CONSENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease of Hardware Terms and Conditions to be executed as of the date first written above by their respective officers thereunto duly authorized.

CITYBASE, INC.	THE CITY OF BROWNSVILLE, TEXAS
By: _____	By: _____
Name:	Name:
Title:	Title:

SCHEDULE 1 - Product Sheet

A. Pricing - Software and Hardware-as-a Service (HW&SaaS) Products

a. Library Department

Point of Sale - 3 Yr Term							
Software	Annual Fee	One-time Fee	Quantity	Year 1	Year 2	Year 3	Total
CityBase Point of Sale Software Subscription	$22,000		1	$22,000	$22,000	$22,000	$66,000
CityBase Web Payments Software Subscription	$14,000		1	$14,000	$14,000	$14,000	$42,000
CityBase Revenue Management	Included		1	Included	Included	Included	
Sub-Total - Software Fees				$36,000	$36,000	$36,000	$108,000
Hardware	Annual Fee	One-time Fee	Quantity	Year 1	Year 2	Year 3	Total
POS Device Controller	$435		6	$2,610	$2,610	$2,610	$7,830
Power Strip		$106	6	$639			$639
Payment Hub	$102		2	$204	$204	$204	$613
EMV Credit Card Reader	$276		6	$1,659	$1,659	$1,659	$4,976
Credit Card Reader Mount		$99	6	$594			$594
Cash Drawer	$163		6	$979	$979	$979	$2,938
Receipt Printer	$191		6	$1,147	$1,147	$1,147	$3,440
Network Connection Device	$479		2	$959	$959	$959	$2,877
Managed Network Switch (5 POS Stations)	$147		2	$294	$294	$294	$882
Sub-Total - Hardware Fees				$9,085	$7,852	$7,852	$24,789
Total Fees By Year				**$45,085**	**$43,852**	**$43,852**	**$132,789**

Other Products/Services				
Products/Services	**Quantity**	**Fees**	**Total**	**Notes**
Implementation / Integrations	1	$ 0	$ 0	Implementation and integration to 1 system is included. Additional implementation/integration services will incur professional services fees.
Professional Services/Custom Development	-	$ 225/hr	$ 225/hr	Additional development will require an additional SOW
Credit Card Chargebacks	-	$ 20.00 each	-	Billed monthly
Returned Checks	-	$ 10.00 each	-	Billed monthly

Merchant Processing Fees - Cost Plus Model		
Tender Type	**Cost to City of Brownsville Library**	**Cost to Paying Customer**
Credit/Debit Card	True cost of processing*	$ 0
Checks/ACH	True cost of processing*	$ 0
Cash	$ 0	$ 0

*Client will pay card and check processing fees. CityBase will invoice the Client monthly for true costs of processing cards and check payments.

i.Term: Initial term is 3 years. Automatic renewal in 1-year increments unless the client provides 90 days' notice to Citybase. Citybase may increase the Software and Hardware fees by a maximum of 10% upon renewal in year 4 and beyond.

ii.Payments

1.**Initial Fees: $ 45,085**

Initial Fees

Timing	% Due	Amount Due
Invoiced upon contract execution	100%	$ 45,085

2.Subsequent Annual Fees: $ 43,852

Timing	% Due	Amount Due

Invoiced annually	100%	$ 43,852

3.Other Products / Services – Fees

Timing	% Due	Amount Due
Invoiced monthly	100%	Calculated monthly

b. Payment Processing and Merchant Services:

ii. Cost Plus: CityBase will process credit/debit card and Check/ACH transactions through our processing partner JP Morgan Chase. All costs of processing including interchange, card brand fees, dues and assessments will be billed to the Client. Citybase will bill Client directly for all credit/debit card and Check/ACH transactions via a monthly invoice for transactions incurred in the prior month.

c. Hardware&Software-as-a-Service (HW&SaaS): CityBase will provide all hardware specified in this Schedule 1. Hardware repair or replacement is included with this service, at no additional charge.

d. Armored Car Service: Costs, including billing, logistics and management are the responsibility of the Client.

e. Consulting Services: A rate of $ 225.00 per hour will be charged for time associated with work considered outside the agreed upon Statement of Work (SOW). A Change Request Order must be completed and executed by both parties in order to invoke the use of Consulting Services. All costs will be outlined in the Change Request Order.

f. Additional City Departments: If additional City Departments would like to participate in this contract, CityBase will provide an additional SOW to capture the scope and an updated "Schedule 1 - Product Sheet" to document pricing.

SCHEDULE 2 - Service Level Agreements

SOFTWARE SUPPORT SLA

CityBase provides software support during regular business hours (9:00 am - 5:00 pm CST)..

Payment channels defined as: kiosk, web, mobile, and point-of-sale

CityBase determines severity level.

Stated SLAs do not apply outside of regular business hours, except for Critical issues which will be addressed on a 24x7 basis.

For clients with kiosks that support users 24x7, CityBase will respond to Critical and Major issues

Severity Level	Definition	Acknowledge receipt of reported issue or error	Provide ongoing updates; provide resolution/work around when possible; document corrective action plan	Provide issue resolution, including timing of resolution
Force Majeure	Catastrophic damage or loss of devices	N/A	N/A	N/A
Critical	All payment channels unavailable in any one (1) location where no other location is available within two (2) miles; all lookup methods unavailable; unable to process all payment types; payments improperly posting for five (5) or more users within one (1) business day; significant account reconciliation issues	4 hours, 24x7	2-hour maximum interval, 24x7	24 hour, 24x7
Major	More than one (1) payment channel unavailable in any one (1) location where no other location is available within two (2) miles; unable to process multiple payment types; payments improperly posting for four (4) or fewer users within one (1) business day; minor account reconciliation issues	4 hours	4-hour maximum interval	24-48 hours
Medium	One (1) payment channel unavailable in any one (1)	4 hours	24-hour maximum interval	48-72 hours

	location; one (1) lookup method unavailable; unable to process one (1) payment type; payments improperly posting for one (1) user.			
Minor	Minor issues as reasonably determined by Client	4 hours	N/A	As appropriate

HARDWARE SUPPORT SLA

CityBase provides hardware support during standard business hours (7:00 am - 4:00 pm CST). Any hardware related issue occurring post 4:00pm CT will be addressed next business day, unless defined as major severity.

Payment channels defined as: kiosk, web, mobile, and point-of-sale

CityBase determines severity level.

If it is determined that a device requires onsite repair or replacement, then General Support SLAs do not apply. Client can request a CityBase employee onsite at their cost.

See SLAs for onsite device repair or replacement below.

All shipping related to hardware is standard grounding shipping. Expedited shipping is available at cost to Client.

Severity Level	Definition	Acknowledge receipt of reported issue or error	Provide ongoing updates; provide resolution/work around when possible; document corrective action plan	Work around, update or repair / replacement of hardware
Force Majeure	Catastrophic damage or loss of devices	N/A	N/A	N/A
Major (onsite support)	Critical device failure	4 hours	Daily - 1 business day	2 business days for onsite service[1]
Medium	One (1) device not responding or operating properly	4 hours	1-2 business days	3-4 business days
Low	Add or remove users	4 hours	As needed	7-10 business days

Incidents are tracked via a Customer Support ticket that documents all activity through the resolution of an issue.

[1] Timeline for onsite visit of two business days begins after acknowledged receipt of reported issue or error followed by discussion with client to confirm whether onsite is needed and coordination of schedules.

SCHEDULE 3 – STATEMENT OF WORK

I. STATEMENT OF WORK (SOW) – DATED TBD

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CityBase Master Agreement

This Master Agreement (this "**Agreement**"), dated as of June 14th, 2023 (the "**Effective Date**"), is by and between CityBase, Inc., a Delaware corporation, having a principal place of business in Chicago, Illinois ("**CityBase**") and The City of Brownsville, Texas ("**Client**" and together with CityBase, the "**Parties**", and each a "**Party**").

WHEREAS CityBase has the capability and capacity to provide certain software and/or hardware services more fully described herein; and

WHEREAS CityBase was awarded cooperative contract #14-02 for Cloud-Based SaaS Solution for Citizen Engagement and Government Transaction Processing by the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS Client desires to retain CityBase to provide the said services, and CityBase is willing to perform such services under the terms and conditions hereinafter set forth.
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CityBase and Client agree as follows:

1. Software Services/Licenses. CityBase, or its affiliates, shall provide to Client the services (the "**Services**") set out in one or more statements of work attached hereto as Exhibits. Additional Statements of Work shall be deemed issued and accepted only if signed by CityBase and Client.

2. Hardware Services/Subscription. From time to time, CityBase may provide to Client and Client certain hardware (the "**Hardware**") set forth on the Hardware & SaaS Agreement and applicable Product Sheet attached hereto as Exhibits in the quantities and prices and upon the terms and conditions set forth in the applicable Product Sheet and this Agreement.

3. CityBase Obligations. CityBase shall:

   3.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following position:

      (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**CityBase Representative**").

   3.2 Make no changes in CityBase Representative except:

      (a) Following reasonable notice to Client.

      (b) Upon the resignation, termination, death or disability of an existing CityBase Representative.

4. Client Obligations. Client shall:

   4.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

   4.2 Require that the Client Contract Manager respond promptly to any reasonable requests from CityBase for instructions, information, or approvals required by CityBase to provide the Services.

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4.3 Cooperate with CityBase in its performance of the Services and/or sale of the Hardware and provide access to Client's premises, employees, contractors, and equipment as required to enable CityBase to provide the Services and/or the Hardware.

4.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in CityBase's provision of the Services.

5. Fees and Expenses.

5.1 In consideration of the provision of the Services and/or the sale or lease of the Hardware by CityBase and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Product Sheet. Payment to CityBase of such fees and the reimbursement of expenses pursuant to this Section 5 shall constitute payment in full for the performance of the Services and/or the sale or lease of the Hardware. Unless otherwise provided in the applicable Product Sheet, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from CityBase.

5.2 If Client is a governmental, or utility, entity and is thus exempt from local, state and federal taxes and will not be responsible for any taxes charged or levied on CityBase as a result of this Agreement.

5.3 Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

6. Limited Warranty and Limitation of Liability.

6.1 CityBase warrants that it shall perform the Services:

(a) in accordance with the terms and subject to the conditions set out in the respective Product Sheet and this Agreement; and

(b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

6.2 If applicable, CityBase warrants that it shall provide the Hardware in accordance with the hardware warranty as set forth in Exhibit A attached hereto.

6.3 CityBase's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) CityBase shall use reasonable commercial efforts to promptly cure any such breach; provided, that if CityBase cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.2.

(b) In the event the Agreement is terminated pursuant to Sections 9.2 below, CityBase shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Service, the Hardware, or Deliverables (as defined in Section 7 below), less a deduction equal to the fees for receipt or use of such

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Deliverables, Hardware, or Service up to and including the date of termination on a prorated basis.

(c) The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

6.4 CITYBASE MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 6.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ARE EXPRESSLY DISCLAIMED.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of CityBase in the course of performing the Services, including any items identified as such in the Product Sheet (collectively, the "**Deliverables**") shall be owned by CityBase. CityBase hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

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9. Term, Termination, and Survival.

9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three (3) years, and will automatically renew for additional successive one (1) year terms, unless sooner terminated pursuant to Section 9.2 or Section 9.3.

9.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;

(b) becomes insolvent or admits its inability to pay its debts generally as they become due;

(c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing;

(d) is dissolved or liquidated or takes any corporate action for such purpose;

(e) makes a general assignment for the benefit of creditors; or

(f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), CityBase may immediately terminate this Agreement before the expiration date of the Term if Client (a) fails to pay any amount within ten (10) days of such payment being due hereunder; or (b) in CityBase's sole discretion, engages in any other disruptive acts or omissions adverse to the Services or CityBase's business.

9.4 Upon the expiration or earlier termination of this Agreement, Client shall promptly return all Hardware to CityBase. Client shall be responsible for payment of all shipping costs and any travel costs associated with the removal and return of such Hardware.

9.5 The rights and obligations of the parties set forth in this Section 9, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10. Payment Processing. The Parties hereby acknowledge and agree to the payment processing terms and conditions set forth in Exhibit B, which are incorporated herein by reference.

11. Limitation of Liability.

11.1 IN NO EVENT SHALL CITYBASE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER

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OR NOT CITYBASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 IN NO EVENT SHALL CITYBASE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CITYBASE PURSUANT TO THIS AGREEMENT.

12. Compliance with Law. Client is in compliance with and shall comply with all applicable laws, regulations and ordinances. Client has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Exhibit A or Product Sheet, the terms and conditions of this Agreement shall supersede and control.

14. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 14.

Notice to Client:	1001 E. Elizabeth Street Brownsville, TX 78520 Attention: Jorge Cardenas, Enterprise Application Director
Notice to CityBase:	363 W Erie Street 7th Floor Chicago, IL 60654 Attention: Mike Duffy, CEO

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

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17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, Client shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any person employed or engaged by CityBase and involved in any respect with the Services or the performance of this Agreement.

19. Assignment. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided that CityBase shall have the right to assign its rights and obligations hereunder to its parent, subsidiary, or affiliate or a successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of CityBase) upon notice to Client. Any purported assignment of rights in violation this Section is null and void.

20. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by CityBase shall be under its own control, Client being interested only in the results thereof. CityBase shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. Subject to any indemnification provided for in the applicable Exhibit A, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Choice of Law. This Agreement and all related documents including all Statements of Work, exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

24. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all Statements of Work, exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, in any forum other than a court of competent jurisdiction in Cook County, Illinois.

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25. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

26. Force Majeure. CityBase shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CityBase including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of fourteen (14) days, Client shall be entitled to give notice in writing to CityBase to terminate this Agreement.

27. Publicity. Client grants the right to Citybase the right to publicly disclose the fact that Client is using Services for Citybase's advertising and other promotional purposes.

28. Authorized Reseller Status; Option to Purchase Affiliate Products. Citybase is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Citybase Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Citybase Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., Questica Ltd., Questica Software Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Client has the option to purchase from either Citybase, as an authorized reseller, or Citybase Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Client and Citybase or Client and the applicable Citybase Affiliate.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CITYBASE, INC.	THE CITY OF BROWNSVILLE, TEXAS
By: DocuSigned by: Mike Duffy FF4BFCEFFA0B47F...	By: _____
Name: Mike Duffy	Name: _____
Title: CEO	Title: _____
Date: 6/13/2023	Date: _____

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Exhibit A

CITYBASE SOFTWARE AS A SERVICE AGREEMENT

Software Terms and Conditions

See attached

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EXHIBIT B

PAYMENT PROCESSING TERMS AND CONDITIONS

The Parties acknowledge and agree that the following payment processing terms and conditions apply to CityBase Master Services Agreement, dated June 14th, 2023 (the "**Master Agreement**"), and are attached hereto and incorporated into the Master Agreement:

☐ Payment Gateway – Client has an existing relationship with a payment processor and the terms and conditions of Client's relationship with such payment provider shall apply.

X Payment Submitter – CityBase shall submit transactions to Chase Merchant Services for processing. The terms and conditions of that certain Payment Processing Instructions and Guidelines with JP Morgan Chase, attached hereto as Schedule 1, shall apply.

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SCHEDULE 1

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

See attached

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EXHIBIT A
CITYBASE HARDWARE AND SOFTWARE AS A SERVICE AGREEMENT

Hardware & Software as a Service Terms and Conditions

These CityBase Hardware and Software Terms and Conditions, dated as of June 14th, 2023 (this "**Agreement**"), are by and between CityBase, Inc., a Delaware corporation, having a principal place of business in Chicago, Illinois ("**CityBase**") and The City of Brownsville, Texas ("**Client**" and together with CityBase, the "**Parties**", and each a "**Party**").

WHEREAS, the Parties have entered into that certain CityBase Master Agreement, dated as of June 14th, 2023 (the "**Master Agreement**");

Client desires to engage CityBase to provide certain services as more fully described on Schedule 1 attached hereto (the "**Services**") and CityBase has agreed to furnish the Services in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Hardware & Software-as-a-Service (HW&SaaS):** HW&SaaS is an all-inclusive service (the "**Services**") that includes software, hardware, and maintenance. Software updates are deployed seamlessly, with zero downtime, and regular security updates are included. Hardware that malfunctions will be repaired or replaced during the term of this agreement.

   (a) Hardware. CityBase agrees to provide to Client, the hardware set forth on Schedule 1, (the "**Hardware**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement. CityBase shall retain all ownership rights to the Hardware and related software.

   (b) Software:. CityBase hereby grants to Client a limited, revocable, royalty-free, non-transferable license to use all CityBase-owned software set forth on Schedule 1 in the quantities and at the prices and the terms and conditions of this Agreement. The Parties acknowledge and agree that, during the term of this Agreement, CityBase shall retain all ownership rights to the software.

2. **Delivery and Installation:**

   (a) The Hardware will be delivered within a reasonable time after the date of this Agreement to 2600 Central Blvd, Brownsville, TX 78520 (the "**Delivery Point**"). CityBase shall not be liable for any delays, loss or damage in transit. Client shall, at its sole expense, prepare a suitable site at the Delivery Point for the installation of the Hardware. Client shall grant access to the Delivery Point to allow CityBase, or its designated representative. Client shall bear all installation charges, including all third-party installation chargers.

   (b) If for any reason Client fails to accept delivery of any of the Hardware, or if CityBase, or its authorized representative, is unable to deliver the Hardware at the Delivery Point because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) the Hardware shall be deemed to have been delivered; and (ii) CityBase, at its option, may store the

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Hardware until Client picks them up, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(c) Client shall not move any item of Hardware from the Delivery Point without CityBase's prior written consent.

(d) Client shall not affix or attach any item of Hardware to real property or any improvements. The Parties intend that each item of Hardware remains at all times personal property and not a fixture under applicable law, even if the Hardware, or any part thereof, may be or becomes affixed or attached to real property or any improvements.

3. **Maintenance and Upgrades:**

(a) Client, at its own expense, shall maintain, service, and keep the Hardware (i) in the same condition as when delivered to the Delivery Point, ordinary wear and tear excepted; (ii) in compliance with CityBase's maintenance requirements; and (iii) in compliance with law.

(b) If any part of the Hardware becomes lost, stolen, damaged beyond repair or otherwise permanently rendered unfit for use ("**Unfit Hardware**"), Client shall promptly notify CityBase of such Unfit Hardware. CityBase shall use commercially reasonable efforts to promptly repair or replace such Unfit Hardware, at Client's sole expense.

(c) CityBase shall or shall cause its authorized representatives to install alterations, modifications, additions, and upgrades to the Hardware that is (i) required or (ii) necessary to comply with law.

4. **Price:** Client shall provide Hardware and software from CityBase at the price (the "**Price**") set forth in Schedule 1. Furthermore, all Prices are exclusive of utility payments (i.e., electricity bill) and any other similar payments imposed by a utility provider. Client shall be responsible for all such charges and costs.

5. **Payment Terms:** Client shall pay all invoiced amounts due to CityBase within thirty (30) days from the date of CityBase's invoice. Client shall make all payments hereunder in US dollars. Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

6. **Changes to Services:** CityBase reserves the right, in its sole discretion, to make any changes to the Services that it deems reasonably necessary to comply with applicable law. CityBase may also request changes to the Services in order to maintain or enhance: (a) the quality or delivery of the Services or (b) the Services' cost efficiency or performance. The Parties shall evaluate, and, if agreed, implement all such requested changes in a written amendment.

7. **Access and Use; Use Restrictions:**

(a) Subject to and conditioned on Client's payment of the Fees and compliance with all other terms and conditions of this Agreement, CityBase hereby grants Client a non-exclusive, non-transferable right to access and use the Services, during the Term, solely for use by Client and Client's Permitted Users in accordance with the terms and conditions herein and any additional terms applicable to Permitted Users. Such use is limited to Client's internal use. "**Permitted Users**" shall mean (i) a person authorized by Client to access and use the Services, including any Client employee, contractor, agent or any other individual or entity authorized by Client; (ii) and users of Client's services.

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(b) Client shall not permit any other person or entity (other than a Permitted User) to access or use the Services. Without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits, (i) copy, modify, or create derivative works or improvements of the Services, (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code used in the Services, in whole or in part, or (iii) bypass or breach any security device or protection used by or in conjunction with the Services.

(c) Client may only use the Services strictly in accordance with all applicable laws, including, without limitation, data privacy and security laws, any supporting materials provided by CityBase, and any other restrictions and requirements set forth herein. CityBase shall not be responsible for Client's or Client's Permitted Users' use of the Services. CityBase reserves the right at any time with notice to Client to suspend access to the Services by Client or Permitted Users in the event that CityBase reasonably believes such party or person is accessing or using the Services in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall CityBase be required to monitor or supervise the use of the Services by Client or Permitted Users and compliance with the terms of this Agreement by each of Client and Permitted Users shall at all times be and remain Client's responsibility.

8. **Access and Use; Use Restrictions:**

(a) Subject to and conditioned on Client's payment of the Fees and compliance with all other terms and conditions of this Agreement, CityBase hereby grants Client a non-exclusive, non-transferable right to access and use the Services, during the Term, solely for use by Client and Client's Permitted Users in accordance with the terms and conditions herein and any additional terms applicable to Permitted Users. Such use is limited to Client's internal use. "**Permitted Users**" shall mean (i) a person authorized by Client to access and use the Services, including any Client employee, contractor, agent or any other individual or entity authorized by Client; (ii) and users of Client's services.

(b) Client shall not permit any other person or entity (other than a Permitted User) to access or use the Services. Without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits, (i) copy, modify, or create derivative works or improvements of the Services, (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code used in the Services, in whole or in part, or (iii) bypass or breach any security device or protection used by or in conjunction with the Services.

(c) Client may only use the Services strictly in accordance with all applicable laws, including, without limitation, data privacy and security laws, any supporting materials provided by CityBase, and any other restrictions and requirements set forth herein. CityBase shall not be responsible for Client's or Client's Permitted Users' use of the Services. CityBase reserves the right at any time with notice to Client to suspend access to the Services by Client or Permitted Users in the event that CityBase reasonably believes such party or person is accessing or using the Services in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall CityBase be required to monitor or supervise the use of the Services by Client or Permitted Users and compliance with the terms of this Agreement by each of Client and Permitted Users shall at all times be and remain Client's responsibility.

9. **Limited Warranty; Disclaimer of Warranties:**

(a) CityBase warrants that the Services will substantially perform according to written specifications provided by CityBase from time to time, which may be updated in CityBase's sole discretion.

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(b) EXCEPT AS SET FORTH IN SECTION 6(a), ALL SERVICES ARE PROVIDED "AS IS." CITYBASE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

10. **Ownership Rights:**

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of CityBase in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") shall be owned by CityBase. CityBase hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

(b) Client acknowledges that, as between Client and CityBase, CityBase and its licensors own all right, title and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, and any and all intellectual property provided to Client or any Permitted User in connection with the foregoing ("CityBase IP"). If Client or any of its employees or contractors sends or transmits any communications or materials to CityBase suggesting or recommending changes to CityBase IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions or the like ("Feedback"), CityBase is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to CityBase on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CityBase is free to use, without any attribution or compensation to Client or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although CityBase is not required to use any Feedback.

11. **Data and Privacy Obligations:**

(a) The Parties acknowledge and agree that each Party is responsible for ensuring the integrity of all data, including Personal Data, information and material ("Client Data") provided by Client and its Permitted Users through the Services. "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject") that enables a Data Subject to be identified or separated from a larger group of people, directly or indirectly, in particular by reference to an identifier or data element. Some Personal Data can directly identify a Data Subject, such as someone's name, email address, driver's license number or credit card number. Other Personal Data can indirectly identify a Data Subject by itself, or when combined with other indirect Personal Data, such as one's date of birth or gender.

(b) Client hereby grants CityBase access to use the Client Data solely for providing the Services hereunder and to support Client's use of the same. Client is responsible for all activities that occur in Client's account(s). Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Each Party shall use its

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best efforts to prevent unauthorized access to, or use of, the Services, and notify the other Party promptly of any unauthorized access or use. CityBase is not responsible for any damages resulting from the loss, misuse or disclosure of Client Data, regardless of the reason for such loss, unless such loss is due to intentional misconduct or grossly negligent conduct on the part of CityBase. Client hereby grants to CityBase the royalty free right and license to develop De-identified Data using the Client Data, Client's use of the Services, and to use and otherwise freely exploit such De-identified Data. "De-identified Data" is information that has been stripped of information that is unique to and could be used to identify a particular individual, facility, Client or product or service of Client.

(c) CityBase shall have no obligation to monitor Client's use of the Services, or any third party's use of Client Data, or any other content provided or distributed by others. Nevertheless, CityBase may at any time, without prior notice or liability to Client, remove from public view, disconnect, or terminate Services or the hosting of any of Client's Data or other content that CityBase deems to be offensive, illegal, or in violation of any CityBase policy for (a) Client's noncompliance with or material breach of any of the terms and conditions of this Agreement, or (b) for claims made by third parties against CityBase that Client or any of its users has engaged in any of the above practices.

(d) CityBase shall have a right to audit Client's compliance with the terms of this Agreement and restrictions on access granted hereunder. Client permits CityBase to access the administrative features of Client's Services to establish Client's compliance with this Agreement. If CityBase discovers evidence that Client is using the Services outside the scope of this Agreement, Client agrees to pay CityBase the contracted value of the Services being used outside the scope of this Agreement.

12. **Indemnification.** CityBase shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, from any claim of a third party arising out of or occurring in connection with the Hardware or CityBase's gross negligence or willful misconduct. CityBase shall not enter into any settlement without Client's prior written consent.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Lease of Hardware Terms and Conditions to be executed as of the date first written above by their respective officers thereunto duly authorized.

CITYBASE, INC.	THE CITY OF BROWNSVILLE, TEXAS
By: DocuSigned by: Mike Duffy FF4BFCEFFA0B47F...	By:
Name: Mike Duffy	Name:
Title: CEO	Title:
Date: 6/13/2023	Date:

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SCHEDULE 1
PRODUCT SHEET

I. Pricing

Point of Sale - 3 Year Term							
Software	Annual Fee	One-time Fee	Quantity	Year 1	Year 2	Year 3	Total
CityBase Point of Sale Software Subscription	$22,000		1	$22,000	$22,000	$22,000	$66,000
CityBase Web Payments Software Subscription	$14,000		1	$14,000	$14,000	$14,000	$42,000
CityBase Revenue Management	Included		1	Included	Included	Included	
Sub-Total - Software Fees				**$36,000**	**$36,000**	**$36,000**	**$108,000**
Hardware	Annual Fee	One-time Fee	Quantity	Year 1	Year 2	Year 3	Total
POS Device Controller	$435		6	$2,610	$2,610	$2,610	$7,830
Power Strip		$106	6	$639			$639
Payment Hub	$102		2	$204	$204	$204	$613
EMV Credit Card Reader	$276		6	$1,659	$1,659	$1,659	$4,976
Credit Card Reader Mount		$99	6	$594			$594
Cash Drawer	$163		6	$979	$979	$979	$2,938
Receipt Printer	$191		6	$1,147	$1,147	$1,147	$3,440
Network Connection Device	$479		2	$959	$959	$959	$2,877
Managed Network Switch (5 POS Stations)	$147		2	$294	$294	$294	$882
Sub-Total - Hardware Fees				**$9,085**	**$7,852**	**$7,852**	**$24,789**
Total Fees By Year				**$45,085**	**$43,852**	**$43,852**	**$132,789**

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Other Products/Services				
Products/Services	**Quantity**	**Fees**	**Total**	**Notes**
Implementation / Integrations	1	$ 0	$ 0	Implementation and integration to 1 system is included. Additional implementation/integration services will incur professional services fees.
Professional Services/Custom Development	-	$ 225/hr	$ 225/hr	Additional development will require an additional SOW
Credit Card Chargebacks	-	$ 20.00 each	-	Billed monthly
Returned Checks	-	$ 10.00 each	-	Billed monthly

Merchant Processing Fees - Cost Plus Model		
Tender Type	**Cost to City of Brownsville Library**	**Cost to Paying Customer**
Credit/Debit Card	True cost of processing*	$ 0
Checks/ACH	True cost of processing*	$ 0
Cash	$ 0	$ 0

*Client will pay card and check processing fees. CityBase will invoice the Client monthly for true costs of processing cards and check payments.

1. **Term:** Initial term is 3 years. Automatic renewal in 1-year increments unless the client provides 90 days' notice to Citybase. Citybase may increase the Software and Hardware fees by a maximum of 10% upon renewal in year 4 and beyond.

2. **Payments:**

   (a) **Initial Fees: $ 45,085**

      i. Initial Fees

Timing	% Due	Amount Due
Invoiced upon contract execution	100%	$ 45,085

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(b) **Subsequent Annual Fees: $ 43,852**

i. Kiosk Subscription Fee

Timing	% Due	Amount Due
Invoiced annually	100%	$ 43,852

(c) **Other Products / Services - Fees**

Timing	% Due	Amount Due
Invoiced monthly	100%	Calculated monthly

3. **Payment Processing and Merchant Services**:

(a) **Cost Plus:** CityBase will process credit/debit card and Check/ACH transactions. All costs of processing including interchange, card brand fees, dues and assessments will be passed along to the Client. In addition to the cost of processing, CityBase will assess a fixed amount per transaction for each credit/debit card processed. as specified in "Other Products / Services" above. Citybase will bill Client directly for all credit/debit card and Check/ACH transactions via a monthly invoice for transactions incurred in the prior month.

4. **Hardware & Software-as-a-Service (HW&SaaS):** CityBase will provide all hardware specified in this Schedule 1. Hardware repair or replacement is included with this service, at no additional charge.

5. **Armored Car Service**: Costs, including billing, logistics and management are the responsibility of the Client.

6. **Consulting Services:** A rate of $ 225.00 per hour will be charged for time associated with work considered outside the agreed upon Statement of Work (SOW). A Change Request Order must be completed and executed by both parties in order to invoke the use of Consulting Services. All costs will be outlined in the Change Request Order.

7. **Additional City Departments:** If additional City Departments would like to participate in this contract, CityBase will provide an additional SOW to capture the scope and an updated "Schedule 1 - Product Sheet" to document pricing.

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SCHEDULE 2
SERVICE LEVEL AGREEMENT

SOFTWARE SUPPORT SLA

- CityBase provides software support during regular business hours (9:00 am - 5:00 pm CST).
- Payment channels defined as: kiosk, web, mobile, and point-of-sale.
- CityBase determines severity level.
- Stated SLAs do not apply outside of regular business hours, except for Critical issues which will be addressed on a 24x7 basis.
- For clients with kiosks that support users 24x7, CityBase will respond to Critical and Major issues.

Severity Level	Definition	Acknowledge receipt of reported issue or error	Provide ongoing updates; provide resolution/work around when possible; document corrective action plan	Provide issue resolution, including timing of resolution
Force Majeure	Catastrophic damage or loss of devices	N/A	N/A	N/A
Critical	All payment channels unavailable in any one (1) location where no other location is available within two (2) miles; all lookup methods unavailable; unable to process all payment types; payments improperly posting for five (5) or more users within one (1) business day; significant account reconciliation issues	4 hours, 24x7	2-hour maximum interval, 24x7	24 hours, 24x7
Major	More than one (1) payment channel unavailable in any one (1) location where no other location is available within two (2) miles; unable to process multiple payment types; payments improperly posting for four (4) or fewer users within one (1) business day; minor account reconciliation issues	4 hours	4-hour maximum interval	24-48 hours
Medium	One (1) payment channel unavailable in any one (1) location; one (1) lookup method unavailable; unable to process one (1) payment type; payments improperly posting for one (1) user	4 hours	24-hour maximum interval	48-72 hours
Minor	Minor issues as reasonably determined by Client	4 hours	N/A	As appropriate

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HARDWARE SUPPORT SLA

- CityBase provides hardware support during standard business hours (7:00 am - 4:00 pm CST). Any hardware related issue occurring post 4:00pm CT will be addressed next business day, unless defined as major severity.
- Payment channels defined as: kiosk, web, mobile, and point-of-sale.
- CityBase determines severity level.
- If it is determined that a device requires onsite repair or replacement, then General Support SLAs do not apply. Client can request a CityBase employee onsite at their cost.
- See SLAs for onsite device repair or replacement below.
- All shipping related to hardware is standard grounding shipping. Expedited shipping is available at cost to Client.

Severity level	Definition	Acknowledge receipt of reported issue or error	Provide ongoing updates; provide resolution/work around when possible; document corrective action plan	Work around, update or repair / replacement of hardware
Force Majeure	Catastrophic damage or loss of devices	N/A	N/A	N/A
Major (onsite support)	Critical device failure	4 hours	Daily - 1 business day	2 business days for onsite service[1]
Medium	One (1) device not responding or operating properly	4 hours	1-2 business days	3-4 business days
Low	Add or remove users	4 hours	As needed	7-10 business days

Incidents are tracked via a Customer Support ticket that documents all activity through the resolution of an issue.

[1] Timeline for onsite visit of two business days begins after acknowledged receipt of reported issue or error followed by discussion with client to confirm whether onsite is needed and coordination of schedules.

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SCHEDULE 3
STATEMENT OF WORK

I. STATEMENT OF WORK (SOW) – DATED TBD

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CHASE J.P.Morgan

AMENDMENT TO
SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC, also known as **Chase Merchant Services** ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), works together with **CityBase, Inc.** (referred to herein as "Submitter") in providing you (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

This document (the "Amendment") updates and amends the existing Submitter Merchant Payment Processing Instructions and Guidelines between CMS and you (the "Agreement"), by which CMS is providing services to you. Your continued use of our services constitutes your agreement to the terms of this Amendment.

The Agreement is hereby amended to include the additional provisions. To the extent of any conflict between this Amendment and the Agreement, this Amendment shall govern.

1. American Express OptBlue.

To the extent Merchant accepts American Express cards, Merchant agrees that it is doing so through participation in the American Express OptBlue Program, and Merchant agrees to comply with the requirements set forth in **Exhibit 1**.

Except as otherwise modified, amended or supplemented hereby, the terms of the Agreement shall remain in full force and effect. By signing below, the parties hereby agree to the foregoing.

Agreed and Accepted by:	Agreed and Accepted by:
_____	**PAYMENTECH, LLC** for itself and on behalf of
Merchant Legal Name	JPMORGAN CHASE BANK, N.A.
_____	_____
By (authorized signature)	By
_____	_____
Print Name and Title	Print Name and Title
_____	_____
Date	Date
_____	8181 Communications Pkwy, Bldg C, Floor 03
Address	Address
_____	Plano, Texas 75024
City, State Zip	City, State Zip

V. 14253

To Be Completed By Paymentech, LLC

Merchant Agreement Contract Number is: _____
Merchant Processing Identification Number Will Be Provided At Time of Processing Set Up

Exhibit 1: AMEX OPTBLUE

American Express OptBlue

1. American Express OptBlue Provisions

To participate in the American Express OptBlue Program, you must agree to comply with the requirements, acknowledgments and authorizations specific to your acceptance of American Express Payment Cards set forth in this Exhibit. Further, by participating in American Express OptBlue Program, you agree to the limited manner described in this Exhibit by which American Express may directly market and communicate to you, or use and disclose information you provide in connection with your participation in the OptBlue Program. The "OptBlue Program" is a program under which we and other eligible third party acquirers may enable small merchants (defined as merchants that process American Express card transactions where the gross annual sales amount of such American Express card transactions is One Million U.S. Dollars or less) to accept American Express Payment Cards.

2. Acceptance

You hereby agree to accept American Express Payment Cards only in accordance with the terms of this Agreement and the *American Express Merchant Operating Guide*, as may be amended from time to time and which is located at www.americanexpress.com/merchantopguide, provided however that:

(a) any Claim between us and you arising from or relating in any way to this Agreement, even if relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express (including claims to which American Express is a party or has a right to join), shall be brought in accordance with the Agreement, and not the dispute resolution provisions of the American *Express Merchant Operating Guide*;

(b) American Express's right to provide you information, notify you or otherwise provide you Solicitations (as hereinafter defined) shall be in accordance with Section 5 below and not the *American Express Merchant Operating Guide*; and

(c) American Express's right to use Transaction data and Merchant Data (as defined below) provided to American Express by us shall be in accordance with Section 6 below and not the *American Express Merchant Operating Guide*.

American Express has asked us to inform you that any claim brought by Merchant against American Express, to which we are not a party, arising from or relating in any way to this Agreement is to be resolved pursuant to the dispute resolution provisions of the *American Express Merchant Operating Guide*, provided that nothing in this Agreement shall provide any grounds for us to be a party to any claim between you and American Express that does not relate to this Agreement. For purposes of the OptBlue Program, **"Merchant Data"** means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of OptBlue Program Merchants and similar identifying information about OptBlue Program Merchants. For clarification, Merchant Data does not include Transaction data.

3. Authorization

You authorize us to submit Transactions to, and receive settlement from, American Express.

4. Communication with Merchants

By agreeing to use the "OptBlue" service, you understand and agree that American Express may communicate with you to provide information about the OptBlue Program and other programs regarding the American Express network as set forth below, including:

(a) "welcome acceptance" communications;

(b) communications designed to inform you how to increase Customers' usage of the American Express Card (e.g., information regarding posting of the American Express logo);

(c) communications required by law or to comply with directions from American Express regulators;

(d) communications necessary for you to fulfill or comply with offers made by American Express to its Customers;

(e) communications under certain circumstances where American Express seeks to transfer you to direct card acceptance program with American Express, such as where we no longer participate in the OptBlue Program;

(f) communications about programs on the American Express network that are relevant to merchants participating in the OptBlue program, but do not include Solicitations (as defined below); and

(g) communications about the benefits to you of accepting the American Express card, but do not include Solicitations.

5. American Express Programs

Although American Express may send you general information about American Express programs (*e.g.*, notifications about the occurrence of American Express's "Small Business Saturday" program or the availability of American Express's "Pay with Points" program), American Express will not directly solicit you to register for, purchase or otherwise obtain products or services unrelated to the OptBlue Program ("Solicitations"). You may, however, receive solicitations from American Express if it has provided the necessary data or consent directly to American Express outside the scope of this agreement). To register for, purchase or otherwise obtain products or services from American Express unrelated to the OptBlue Program, please contact American Express directly by visiting the website http://www.americanexpress.com/privacy or calling American Express at 1-(800)-528-5200.

6. Disclosure of Transaction Data and Merchant Data

You understand and agree that we will disclose Transaction data and Merchant Data to American Express, and American Express may use such information to perform its responsibilities in connection with the OptBlue Program, perform analytics and create reports, to communicate with you in the manner permitted above and for any other lawful purposes (other than Solicitations).

7. Protection of Merchant Data

American Express uses reasonable administrative, technical and physical security measures to protect the security and confidentiality of Merchant Data obtained from us under this Agreement. American Express requires industry standard confidentiality and data security measures from third parties who are authorized by American Express to process data on its behalf. American Express only shares data in accordance with its data protection privacy principles, available here: https://www.americanexpress.com/us/content/customer-privacy-principles.html.

8. No Assignment of Payments

You will not assign to any third party any payments due you under this Agreement. All indebtedness arising from charges will be for bona fide sales of goods or services (or both) at your establishments and free of liens, claims and encumbrances other than ordinary sales taxes. The prohibition on assigning payments due you, however, does not apply to the sale of Transaction receivables to us, our Affiliates or a partner of our or our Affiliates that provides cash advance funding.

9. Refund Policies

You acknowledge that your refund policies for purchases by American Express Payments Cards must be at least as favorable as its refund policy for purchases made on Payment Cards of other Card Networks. You agree to disclose to holders of American Express Payment Cards the refund policy at the time of purchase and in accordance with Applicable Law.

10. Collection for Cardholders

You may not collect or attempt to collect from any holder of American Express Payment Cards for any purchase or payment on an American Express Payment Card unless: (A) the charge has been charged back to you; (B) you have accepted/paid the charge (i.e., no Chargeback reversal has been processed); and (C) you have a right to collect or attempt to collect funds to recover unpaid amounts lawfully owed to you by such holder American Express Payment Cards.

11. NOTICE REQUIRED BY AMERICAN EXPRESS

American Express requires that we inform you that (i) American Express charges us a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

12. Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION YOU ACKNOWLEDGE AND AGREES THAT:

(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND

(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

13. Conveyed Transactions

If you accepted American Express Payment Cards through the American Express OptBlue Program and no longer can do so because of American Express requirements or because we no longer participate in the OptBlue Program, in order to accept American Express Payment Cards through Conveyed Transactions, you must enter into a direct relationship with American Express by executing American Express's then current card acceptance agreement.

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CHASE J.P.Morgan

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant

Paymentech, LLC, also known as Chase Merchant Services ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), is excited about the opportunity to join **CityBase Inc.** (referred to herein as "Submitter") in providing you, the Merchant signing below (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this "Agreement") contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the "Network Liabilities").

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from

your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Data Security and Privacy

By signing below, you represent to us that you **do not** have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by Submitter or CMS under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Network or applicable law and you will comply with all applicable Network Rules and Security Standards. If at any time you believe that Account Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must insure compliance with all Security Standards that are applicable to you and which may be published form time to time by the Network. If any Network requires an audit of you due to a Data Compromise Event or suspected event, you agree to cooperate with such audit. You may not use Account Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information as provided to you, or as specifically allowed by Network Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Account Information to third parties.

9. Definitions.

(a) "***Card***" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.

(b) "***Account Information***" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.

(c) "***ACH***" means Automated Clearing House.

(d) "***Chargeback***" is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.

(e) "***Customer***" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.

(f) "***Data Compromise Event***" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.

(g) "***ECP***" means electronic check processing as a means of receiving or making payment in connection with a Transaction or

Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.

(h) "***Chase***" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.

(i) "***Network***" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.

(j) "***Network Rules***" are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.

(k) "***CMS***", "***we***", "***our***", and "***us***" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.

(l) "***Refund***" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

(m) "***Return***" means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.

(n) "***Security Standards***" are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

(o) "***Transaction***" is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.

(p) "***Transaction Receipt***" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:

- I am an owner, officer, partner or other authorized representative of the Merchant ("Authorized Representative"), duly authorized to:
  - enter into legally binding agreements on behalf of the Merchant;
  - execute and submit this document on behalf of Merchant;
  - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
  - investigate and verify the credit and financial information of Merchant, and
  - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintaining the Agreement.

If I have identified myself as an Owner of Merchant in this document, by signing below I authorize and instruct Chase Paymentech, Member, or their designee(s) to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified herein or in the Application, the Agreement, or any other document provided by me or Merchant in connection with any of the foregoing.

Merchant, intending to be legally bound, hereby agrees to the terms and conditions of the above Payment Processing Instructions and Guidelines.

Agreed and Accepted by:

MERCHANT LEGAL NAME

Legal Address

By (authorized signature)

By, Name, Title

Date

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to award authorization to replace and install LED lighting technology to American Electric Power Texas. (Engineering & Public Works Department)

Summary:
American Electric Power Texas (AEP Texas) will now be offering LED lighting in both the Municipal Street Lighting Service and the Non-Roadway Lighting Service. These lighting services will be available in all of the areas certified to be served by AEP Texas.

Compared to High-Pressure Sodium (HPS) lights, LED lights have a longer bulb life. With time, HPS bulbs may become dimmer and lose efficiency. The operating cost over the lifetime of an HPS bulb increases with usage. While on the contrary, LED bulbs offer more power at the end of their lives.

Project Scope and Analysis:
The purpose of this request is to upgrade the existing light fixtures from HPS to LED. Depending on the type of light in service and the current energy rate, the new lower-wattage LED lighting may be a more economical solution to the City of Brownsville's lighting needs.

Funding:

Source: 01-9112-848-364 Special Projects MVEC/AEP Lighting Projects

Amount: NA

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering and Public Works Department is recommending the approval for the LED streetlight requests and LED replacement on failure Procedure.

Commission Pillar:

Infrastructure Pillar

Attachments:

1. LED Lighting Options LED - HPS
2. AEP Texas - Presentation
3. Directive to replace upon fixture failure

LED Lighting Options

Traditional Street Light				Alternative AEP LED Streetlight				Cost Difference	
Fixture	kWh	Fixture Charge	Total Charge per month*	Fixture	kWh	Fixture Charge	Total Charge per month*	Fixture Price	Monthly Fee
100 W MV	40	$5.18	$11.18	20-60 W LED (43 W)	14	$6.03	$8.13	+$0.85	-$3.05
175 W MV	70	$5.87	$16.37	61-100 W LED (71 W)	29	$6.13	$10.48	+$0.26	-$5.89
400 W MV	145	$9.62	$31.37	120-160 W LED (122 W)	46	$8.96	$15.86	-$0.66	-$15.51
					OR				
				200-240 W LED (194 W)	73	$10.95	$21.90	+$1.33	$9.47
150 W MH	65	$8.47	$18.22	61-100 W LED (71 W)	29	$6.13	$10.48	-$2.34	-$7.74
175 W MH	75	$8.47	$19.72	61-100 W LED (71 W)	29	$6.13	$10.48	-$2.34	-$9.24
250 W MH	105	$8.72	$24.47	120-160 W LED (122 W)	46	$8.96	$15.86	+$0.24	-$8.61
400 W MH	155	$9.19	$32.44	200-240 W LED (194 W)	73	$10.95	$21.90	+$1.76	-$10.54
1000 W MH	367	$9.36	$64.41	N/A				NA	NA
70 W HPS	28	$5.21	$9.41	20-60 W LED (43 W)	14	$6.03	$8.13	+$0.82	$1.28
100 W HPS	39	$5.32	$11.17	20-60 W LED (43 W)	14	$6.03	$8.13	+$0.71	-$3.04
150 W HPS	57	$5.47	$14.02	61-100 W LED (71 W)	29	$6.13	$10.48	+$0.66	-$3.54
250 W HPS (Cobra)	104	$7.66	$23.26	120-160 W LED (122 W)	46	$8.96	$15.86	+$1.30	-$7.40
250 W HPS (Flood)	104	$7.66	$23.26	130-170W LED (146 W)	50	$15.24	$22.74	+$7.58	-$0.52
400 W HPS	155	$8.31	$31.56	200-240 W LED (194 W)	73	$10.95	$21.90	+$2.64	-$9.66
1000 W HPS	367	$7.02	$62.07	N/A				NA	NA

Assumes a Combined REP and TDU kWh Charge of $0.15.

Traditional Non-Roadway Light					Alternative AEP LED Non-Roadway Light					Cost Difference	
Fixture	**kWh**	**Fixture Charge**	**Total Charge per month**		**Fixture**	**kWh**	**Fixture Charge**	**Total Charge per month**		**Fixture Price**	**Monthly Fee**
175 W MV	70	$4.63	$15.13		**40-80W LED (57W)***	19	$5.48	$8.33		+ $0.85	-$6.80
						OR					
					61-100 W LED (71 W)	29	$6.13	$10.48		+$1.5	-$4.65`
400 W MV	145	$5.74	$27.49		**120-160 W LED (122 W)**	46	$8.96	$15.86		-$3.22	-$11.36
						OR					
					200-240 W LED (194 W)	73	$10.95	$21.90		-$5.21	-$5.59
70 W HPS	28	$2.71	$6.91		**20-60 W LED (43 W)**	14	$6.03	$8.13		**+$3.32**	**+ $1.22**
100 W HPS	39	$5.32	$11.17		**20-60 W LED (43 W)**	14	$6.03	$8.13		+ $0.71	-$3.04
150 W HPS	57	$5.47	$14.02		**61-100 W LED (71 W)**	29	$6.13	$10.48		+$0.66	-$3.54
250 W HPS	104	$4.98	$20.58		**120-160 W LED (122 W)**	46	$8.96	$15.86		+$3.98	-$4.72
Flood Lighting											
100 W HPS	39	$4.51	$10.36		**N/A**					NA	NA
150 W HPS	63	$4.51	$13.96		**N/A**					NA	NA
250 W HPS	104	$4.98	$20.58		**130-170 W LED (146 W)**	50	$15.24	$22.74		**+10.26**	**+$2.16**
400 W HPS	155	$8.31	$31.56		**130-170 W LED (146 W)**	50	$15.24	$22.74		+6.93	-$8.82
1000 W HPS	367	$7.02	$62.07		**N/A**					NA	NA
250 W MH	105	$6.50	$22.25		**130-170 W LED (146 W)**	50	$15.24	$22.74		**+$8.74**	**+$0.49**
400 W MH	155	$6.98	$30.23		**130-170 W LED (146 W)**	50	$15.24	$22.74		+$8.26	-$7.49
1000 W MH	367	$8.30	$63.35		**N/A**					N/A	N/A

ENGINEERING & PUBLIC WORKS DEPARTMENT.

Agenda Item #

Consideration and action to award authorization to replace and install LED technology to American Electric Power Texas. (Engineering & Public Works).

AGENDA DESCRIPTION.

The upgrade from HPS to LED technology is mainly for the benefit of our citizens by providing better lighting; also, the approval will bring other benefits, such as the following:

- Lowering Electricity Costs
- Efficiency.
- Lifespan.

Directive to replace upon fixture failure.

Background: AEP Texas will now be offering LED lighting in both the Municipal Street Lighting Service and the Non-Roadway Lighting Service. These lighting services will be available in all of the areas certified to be served by AEP Texas. AEP Texas is pleased to offer this more energy efficient service. Depending on the type of light that is currently in service, and your current energy rate, the new lower wattage LED lighting may be a more economical solution to your lighting needs. We encourage our customers to review their current lighting fixture types and see if a light change is a good solution for your constituents.

There are least three ways to approach this new light service offering.

1. What should be your choice for new roadway and non-roadway lights?
2. What type of directive would you like to put in place for existing fixtures if they fail?
3. Do you want to develop a proactive replacement program to use the more energy efficient LED lighting? Please note that there is an up-front $137.86 charge per light for replacing the existing light before its fixture failure. This $137.86 charge per light pays for the undepreciated life of the light that is being removed.

This form addresses item 2 above: What is your directive to AEP Texas upon the failure of an existing fixture?

Traditional Street Light					**Alternative AEP LED Streetlight**				
Fixture	**kWh**	**Fixture Charge**	**Total Charge per month**		**Fixture**	**kWh**	**Fixture Charge**	**Total Charge per month**	**Directive to replace on failure to LED. Please Initial**
100 W MV	40	$5.18	$11.18		**20-60 W LED (43 W)**	14	$6.03	$8.13	
175 W MV	70	$5.87	$16.37		**61-100 W LED (71 W)**	29	$6.13	$10.48	
400 W MV	145	$9.62	$31.37		**120-160 W LED (122 W)**	46	$8.96	$15.86	
						OR			
					200-240 W LED (194 W)	73	$10.95	$21.90	
150 W MH	65	$8.47	$18.22		**61-100 W LED (71 W)**	29	$6.13	$10.48	
175 W MH	75	$8.47	$19.72		**61-100 W LED (71 W)**	29	$6.13	$10.48	
250 W MH	105	$8.72	$24.47		**120-160 W LED (122 W)**	46	$8.96	$15.86	
400 W MH	155	$9.19	$32.44		**200-240 W LED (194 W)**	73	$10.95	$21.90	
1000 W MH	367	$9.36	$64.41		**N/A**				
70 W HPS	28	$5.21	$9.41		**20-60 W LED (43 W)**	14	$6.03	$8.13	
100 W HPS	39	$5.32	$11.17		**20-60 W LED (43 W)**	14	$6.03	$8.13	
150 W HPS	57	$5.47	$14.02		**61-100 W LED (71 W)**	29	$6.13	$10.48	
250 W HPS (Cobra)	104	$7.66	$23.26		**120-160 W LED (122 W)**	46	$8.96	$15.86	
250 W HPS (Flood)	104	$7.66	$23.26		**130-170W LED (146 W)**	50	$15.24	$22.74	
400 W HPS	155	$8.31	$31.56		**200-240 W LED (194 W)**	73	$10.95	$21.90	
1000 W HPS	367	$7.02	$62.07		**N/A**				-
Requests to replace an existing HPS fixture with an LED fixture will require a $137.86 up-front charge									
Default Total charge is based a combined REP and TDU kWh charge of $.15									

What is your combined REP and TDU kWh charge?		$ .15							

Traditional Non-Roadway Light					Alternative AEP LED Non-Roadway Light				
Fixture	**kWh**	**Fixture Charge**	**Total Charge per month**		**Fixture**	**kWh**	**Fixture Charge**	**Total Charge per month**	**Directive to replace on failure to LED. Please Initial**
175 W MV	70	$4.63	$15.13		**40-80W LED (57W)***	19	$5.48	$8.33	
						OR			
					61-100 W LED (71 W)	29	$6.13	$10.48	
400 W MV	145	$5.74	$27.49		**120-160 W LED (122 W)**	46	$8.96	$15.86	
						OR			
					200-240 W LED (194 W)	73	$10.95	$21.90	
70 W HPS	28	$2.71	$6.91		**20-60 W LED (43 W)**	14	$6.03	$8.13	**N/A**
100 W HPS	39	$5.32	$11.17		**20-60 W LED (43 W)**	14	$6.03	$8.13	
150 W HPS	57	$5.47	$14.02		**61-100 W LED (71 W)**	29	$6.13	$10.48	
250 W HPS	104	$4.98	$20.58		**120-160 W LED (122 W)**	46	$8.96	$15.86	
Flood Lighting									
100 W HPS	39	$4.51	$10.36		**N/A**				-
150 W HPS	63	$4.51	$13.96		**N/A**				-
250 W HPS	104	$4.98	$20.58		**130-170 W LED (146 W)**	50	$15.24	$22.74	**N/A**
400 W HPS	155	$8.31	$31.56		**130-170 W LED (146 W)**	50	$15.24	$22.74	
1000 W HPS	367	$7.02	$62.07		**N/A**				
250 W MH	105	$6.50	$22.25		**130-170 W LED (146 W)**	50	$15.24	$22.74	**N/A**
400 W MH	155	$6.98	$30.23		**130-170 W LED (146 W)**	50	$15.24	$22.74	
1000 W MH	367	$8.30	$63.35		**N/A**				-
Requests to replace an existing HPS fixture with an LED fixture will require a $137.86 up-front charge									
Default Total charge is based a combined REP and TDU kWh charge of $.15									
What is your combined REP and TDU kWh charge?		$ .15							

Note: AEP Texas can provide customer with an Excel sheet to calculate The Total charge per light per month based on the customers "Combined REP and TDU kWh Charge" if different than $0.15.

Notice: Customer acknowledges that AEP Texas does not provide street lighting or other lighting design services, and that AEP Texas will only place replacement LED lights where instructed by Customer, to the extent it can do so consistent with Good Utility Practice. If a replacement LED light cannot be placed where Customer has instructed, AEP Texas will inform Customer, and Customer must provide AEP Texas an

acceptable alternative location. Customer further acknowledges that the light pattern of replacement LED streetlights may be different form the light pattern of Customer's existing streetlight.

Authorized by Customer

Signature _____ Date _____

Print Name and Title _____

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Bryant Walker, Aviation Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to award a three-year contract with two one-year options to Crawford, Murphy and Tilly, Inc (CMT) to provide Air Service Development Consulting Services for the Brownsville South Padre Island International Airport (BRO) for an average amount of $99,461.36 as budgeted. (Airport Department)

Summary:
Consideration and **ACTION** to award a three-year contract with two one-year options to Crawford, Murphy and Tilly, Inc (CMT) to provide Air Service Development Consulting Services for the Brownsville South Padre Island International Airport (BRO) for an average amount of $99,461.36 as budgeted. (Airport Department)

CMT has provided air service support by creating and building relationships. The ROI includes providing specific airline passenger data and analysis, presentation creation and delivery and facilitation of face-to-face meetings. Deliverables include site visits and representation at conferences and airline HDQs, as well as providing specific airline passenger data and analysis, presentation creation and delivery, and facilitation of other face-to-face meetings with airline route planners and decision makers.

Project Scope and Analysis:

Funding:

Source: 61-540-765

Amount:

Local Contribution if Applicable: 100%, Airport operational budget: Three-year contract with two one-year options for an average amount of $99,461.36 as budgeted.

Recommendation:

RFP Selection committee recomends award to CMT.

Commission Pillar:
Economic Development Pillar

Attachments:
1. BRO Air Service Development Summary - City Comm
2. Crawford, Murphy & Tilly Finalized Copy legal-vendor
3. ASC-89-0623 Procurement Analysis

Air Service Development Consultant



July 21, 2023

Brownsville South Padre Island International Airport

Air Service Development

- Air Service Development (ASD) is the process of recruiting additional air service to a community.
- Airline fees and charges are a primary driver of airport revenue, and non-airline revenue such as parking, rental cars, and concessions are driven by passengers – more seats lead to more revenue for the airport.
- Airline service is also an economic powerhouse for a community – creating business and job opportunities, while boosting tourism.
- Airlines have Network Planners who determine what routes the airline flies and build the actual flight schedule.
- Network Planners juggle many variables and find many different solutions to the same problems – meaning they don't always have time to study an opportunity in detail.
- Air Service Development professionals provide Network Planners with local knowledge and additional analysis of available data in hopes of convincing them to add or maintain air service.

BRO Brownsville South Padre Island International Airport

Consultant Services

- Development and delivery of a Leakage/Catchment study and Market Opportunity Analysis, to be updated and revised throughout the contract term.
- Development of presentations and representation at 2 industry conferences within the U.S. (such as Jumpstart, Routes, TakeOff, etc.).
- Creating presentations and representation at airline headquarters visits.
- Updates as needed to support the airport's input on community-supported incentive programs and revisions to the airport's incentive program .
- Monthly, Quarterly, and ad hoc data reporting.
- Ongoing advocacy of BRO with Airline Network Planners at lunches, social events, and other gatherings to promote strong familiarity with the market.
- Weekly communication with the BRO leadership team.
- Continuous on-call response to questions, meetings, and other engagements.

RFP SCORES

Suppliers	Total
Crawford, Murphy & Tilly, Inc.	**97.67**
Volaire Aviaiton	88.83
mba Aviation	50

CMT Justification

BRO will be presented with proposals from multiple air service development consulting firms, most of whom also maintain considerable experience in BRO's Scope of Work.

So how does CMT stand out?

For starters, our consultants know the BRO market – in fact, we have been responsible for launching new air services and new carriers at BRO in the past 5 years we've worked with BRO.

Second, catchment data is key to BRO's future air service development strategy and we maintain what we believe is the industry's best catchment data source, capable of identifying visitors to the market and where they are staying.

Finally, we are backed by a 420-person organization and brand with more than 75-years of experience in developing, and more importantly, maintaining client relationships with U.S. airports. It is for these reasons that we are excited to continue to partner with BRO and your community to build your market's air service portfolio.

$90,000.00 per year

BRO Brownsville South Padre Island International Airport

THANKS!

Brownsville South Padre Island International Airport

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Manuel Chacon, Communications & Marketing Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to purchase necessary furniture, fixtures, and equipment (FF&E) for the Communications and Marketing Department Renovation Project at 1312 Adams Street in the amount of $162,477.34 as budgeted. (Communications and Marketing Department)

Summary:
With the Communications and Marketing Department Renovation Project at 1312 Adams Street nearing its construction completion, furnishing and equipping the space are essential.

The city commission recently approved (07/11/2023) additional expenses for the project. This included an allocated amount for furniture, fixtures, and equipment (FF&E). We are requesting approval of $162,477.34 for purchasing said FF&E, which will be acquired through a Cooperative Purchasing Agreement with Texas Wilson.

The furniture plan as provided (see attachment) would complete the project's interior furnishings and it aligns with the projected date of completion.

Project Scope and Analysis:

Funding:

Source: General Inter-fund Loan From Future PEG Funds

Amount: $162,477.34

Local Contribution if Applicable: n/a

Recommendation:
Staff recommends approval.

Commission Pillar:

Infrastructure

Attachments:

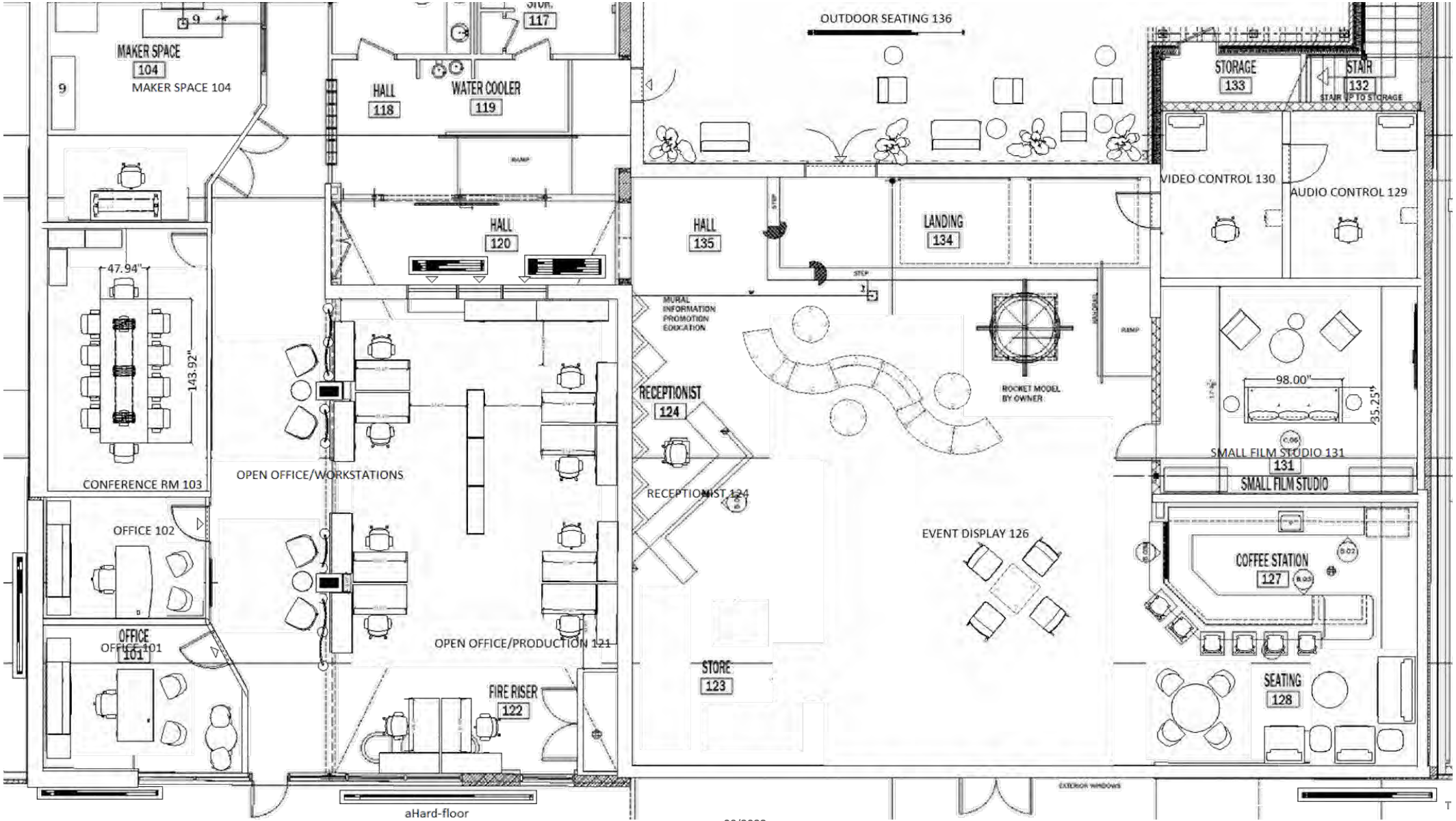
1. COB-CMD-Complex_Final Furniture and Equipment Presentation
2. FFE-90-0623 Cooperative Coversheet Agreement -Signed
3. Procurement Analysis - FFE-90-0623

City of Brownsville

EL NIDO

Furniture Proposal

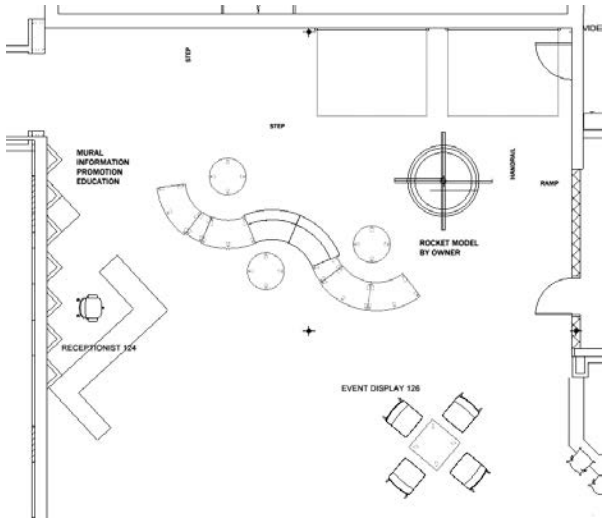
06/2023


MAKER SPACE
104
MAKER SPACE 104
9
HALL
118
WATER COOLER
119
117
HALL
120
47.94"
143.92"
CONFERENCE RM 103
OPEN OFFICE/WORKSTATIONS
OFFICE 102
OFFICE
101
OFFICE 101
OPEN OFFICE/PRODUCTION 121
FIRE RISER
122
aHard-floor
OUTDOOR SEATING 136
HALL
135
LANDING
134
STORAGE
133
STAIR
132
STAIR UP TO STORAGE
VIDEO CONTROL 130
AUDIO CONTROL 129
MURAL
INFORMATION
PROMOTION
EDUCATION
RECEPTIONIST
124
RECEPTIONIST 124
ROCKET MODEL
BY OWNER
EVENT DISPLAY 126
STORE
123
98.00"
35.25"
SMALL FILM STUDIO 131
131
SMALL FILM STUDIO
COFFEE STATION
127
SEATING
128

06/2023

Location

Reception/ Event Display



Application Description:

River Lounge Seating (With and without back support)

River Round Tables with Power ports in the center

Grin Lounge Chairs with 2.5" horizontal stitching pattern

Wind Square Coffee Table

Power and USB modules available in black. Mounted at the center.





Finish



Walnut Heights
FOR: River Round Tables and Wind Coffee table



Morbern-Allante Free – Ink Black FOR: Lounge furniture upholstery



Tungsten Painted legs
FOR: Lounge and all table legs



DT-Hyde: Harvest Vinyl
FOR: Grin seat

DT-Hyde: Rime Vinyl
FOR: Grin back



Polished Aluminum
FOR: Grin sled base



Global: River Round Table



Global: River Lounge Seating





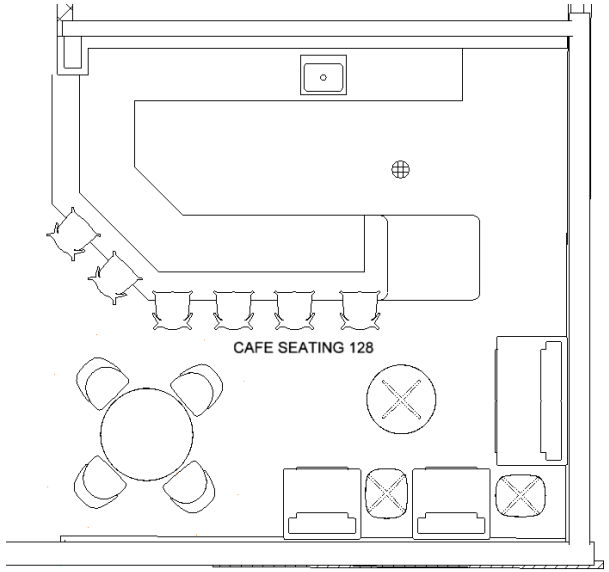
National: Grin Lounge Sled Base



Global: Wind Coffee Table

Location

Coffee Station



Application Description:

Grand Lounge and chair

Drift oval-squared accent tables 22”D x 26”W

Swap Round Coffee Table 36”W

Swap Café Table with round base 48”w

Armless Sterling chairs

Oryn barstools (please confirm you need barstool and not counter stool heights)



Finish



Enviroleather Sustain: Quarry Rock 739
FOR: Grand Lounge and chair



Black Metal
FOR: Swap table base and Grand Lounge Legs



Walnut Heights Laminate
FOR: Drift Accent Tables and Swap table top



Black on Maple Legs
FOR: Drift accent tables



DT-Hyde: Harvest Vinyl
FOR: Sterling Chair



Black Oak FOR: Sterling Chair legs



Ash FOR: Oryn Barstools

♦ Sustain: 55% TPE, 35% Polyester, 10% Cotton



West Elm: Sterling Chair



Swap Round Coffee Table



Keilhauer: Grand Lounge Chair and Loveseat



48" Round Swap Table

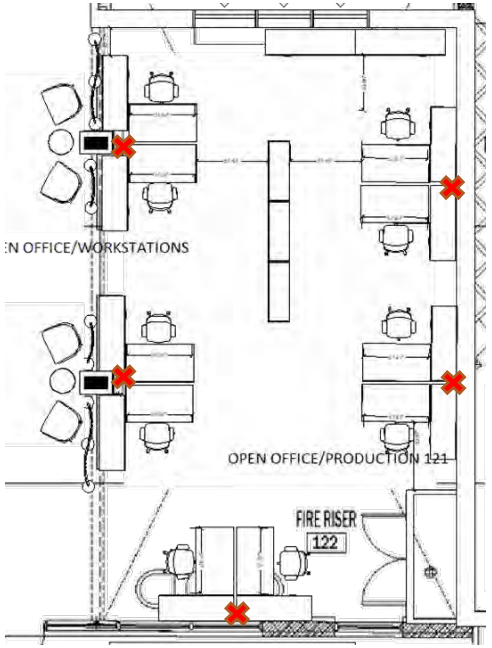


OFS: Oryn Barstool



Location

Open Office Production and Workstations



Application Description:

Global Foli Height adjustable desks with modesty panels.
29"d x 52"w

Zira low storage with drawers and open cubby below
Zira low storage with doors

Jaku white frame chairs with knit backs and soft casters

Shift frame storage shelves with acoustic panels and markerboard panels.

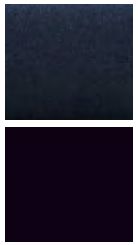
Circa Lounge Chair with Bolster Cushion attached and steel frame.

Mariben Side Table

Flox Screens – (4'W x 6'H) & (7'W x 6'H)

Red Cross show power location – One Plug Solution





Dark Blue and
Black Frame
FOR: Circa Lounge



Stone
For Flox Panels







Shift shelves
Walnut shelves
White Markerboard
Silver Aluminum Frame
Charcoal (Acoustic PET)

Finish

White
FOR: Jaku chair frame



Cogent:Connect-Sailor
FOR: Jaku Chair seat



Light Gray
FOR: Jaku mesh back



Walnut Heights Laminate
FOR:
Zira storage and Foli Table



Silver
FOR: Foli desk base



Storm Grey Laminate
FOR: Zira storage

06/2023

TEXAS WILSON
makingspaceswork





Shift Frames



Foli Height Adjustable Desk



Flox wall Panels



Zira Storage



Jaku Task Chair



Mariben
Side Table



Circa Lounge Seating

Location

Private Office - 101



Application Description:

Zira Height Adjustable Desk with frosted laminate modesty panel inset. Includes Box/box/file and file/file side cabinets. (See next page for example) 36"d x 72"w

Zira Storage Towers, low storage and overhead units

Fabric tackboard

Siento Executive chair with soft casters and an aluminum base

Sterling Guest Chairs

Burin Table

Aleta swivel chairs



Finish



Foundation: seal (Vinyl) FOR: Sterling Guest Chairs	Black Oak FOR: Sterling Chair legs	Walnut heights Laminate FOR: Zira Desking, Storage and Alba Table	Frosted Glazing with silver frame FOR: Overhead doors and Main desk modesty panels	Anchorage – Graphite FOR: Tackboard	Kvadrat-Remix 796 FOR: Aleta Swivel chair seat	White Lacquered FOR: Burin Table Top	Black Paint-Polypropylene FOR: Burin Table Base	Cogent: Connect – Licorice FOR: Siento Task chair



Zira Desking and Storage





Sterling Chair



Siento Task Chair



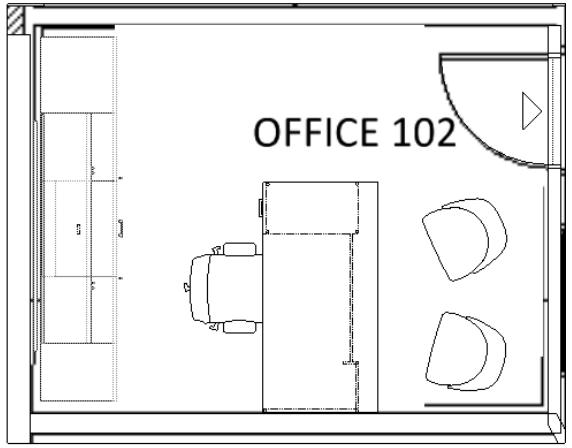
Aleta Swivel Chair



Burin Table

Location

Private Offices - 102



Application Description:

Zira Desk with frosted laminate modesty panel inset. Includes Box/box/file. 36"d x 72"w

Zira Storage Towers, low storage and overhead units

Fabric tackboard

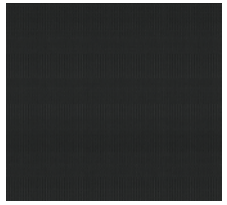
Siento Executive chair with soft casters and an aluminum base

Sterling Guest chairs



Finish

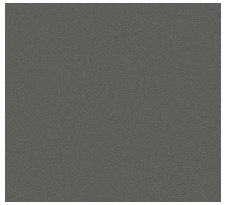
White
FOR: Jaku chair frame



Cogent: Connect – Licorice FOR: Siento Task chair



Walnut Heights Laminate FOR:
Foli desk and Zira storage



Foundation: seal (Vinyl)
FOR: Sterling Guest Chairs



Black Oak FOR:
Sterling Chair legs

Frosted Glazing with silver frame
FOR: Overhead doors



Anchorage – Graphite
FOR: Tackboard



Silver Base FOR: Foli Base



Siento Task Chair



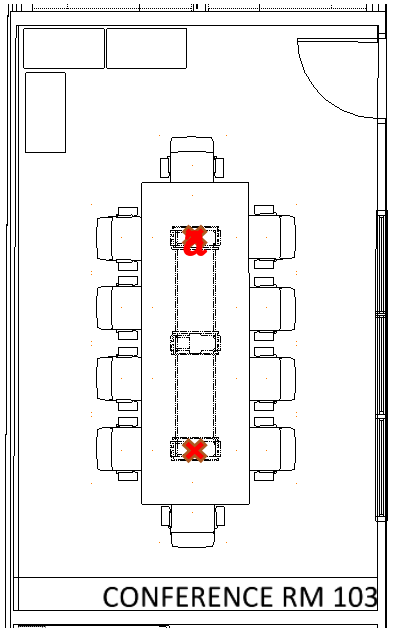
Zira Desking and Storage



Sterling Chair

Location

Conference Room



Application Description:

Zira Rectangular Conference table with Left, Center and Right power modules. (power modules are a one plug solution in a silver finish)

Prava conference chairs with brushed aluminum base (not featured in image) with carpet casters

Alright upholstered bench with metal feet

Red Cross show power locations – One Plug Solution



Finish



Canter EPU-Iron (Vinyl)
FOR: Prava Chairs



Brushed Aluminum
FOR: Prava Conference Chair legs



Walnut heights Laminate
FOR: Zira Conference Table and Base



Era-Truffle
FOR: Alight Bench



Tungsten
FOR: Zira Accents in Table Base









Zira Conference Table with Power/Data Modules



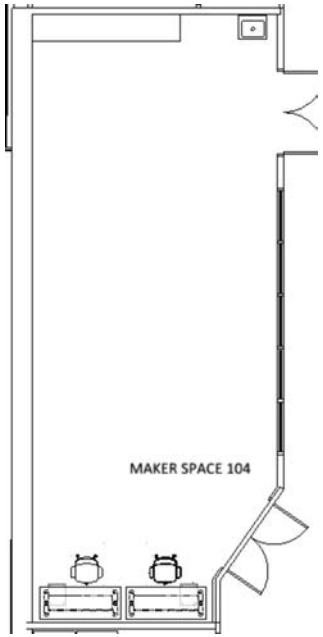
Prava Conference Chairs



Alight Bench

Location

Maker's Space



Application Description:

Global Foli Height adjustable desks with modesty panels. 29"d x 70"w

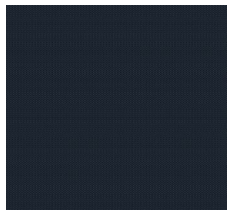
Jaku white frame chairs with knit backs and soft casters

Box/File Mobile Pedestal. 19"d x 15"w x 22"h



Finish

White
FOR: Jaku chair frame



Cogent:Connect-Sailor
FOR: Jaku Chair seat



Light Gray
FOR: Jaku mesh back



Walnut Heights Laminate
FOR:Foli Table



Storm Grey Paint
FOR: Mobile Pedestal



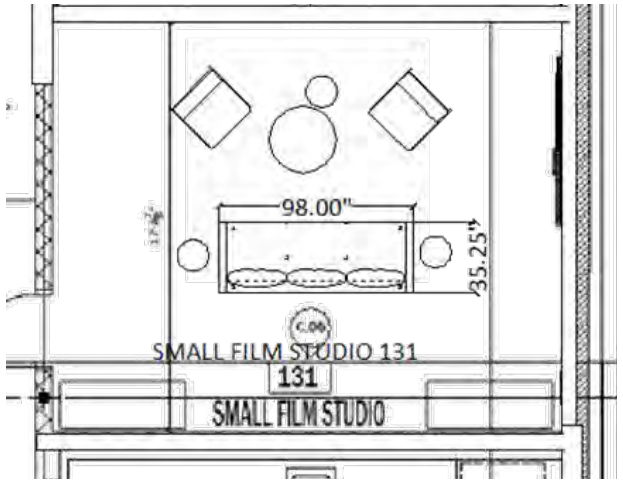
Foli Height Adjustable Desk



Jaku Task Chair

Location

Small Film Studio



Application Description:

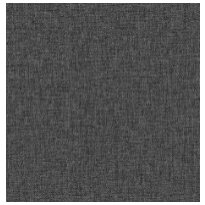
Collette 3-Seater Sofa

Dora accent chairs with Black metal frame

Accent side table and round coffee table with metal bases



Finish



Nocturnal Dark Grey
FOR: Dora Accent Chair



Black
FOR: Dora chair legs



Sedona Adobe
FOR: Collette 3-Seater



Cinder
FOR: Circ Tables



Natural
FOR: Circ Accent table



Kimball: Circ Tables



ETC: Dora Armchair

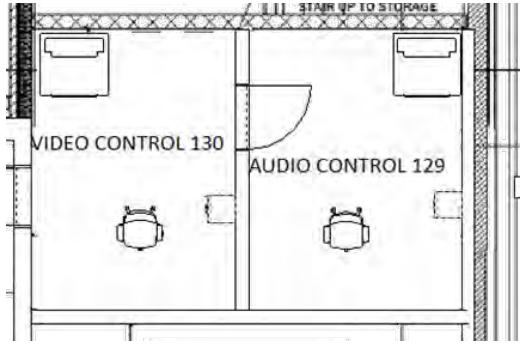




Kimball: Collette 3-seater Sofa

Location

Video and Audio Control
Reception Task Chair Only

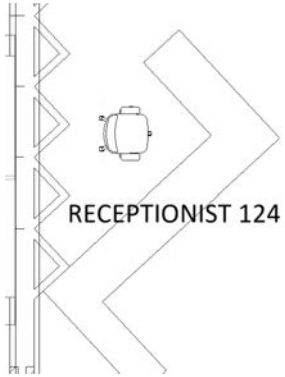


Application Description:

Jaku Task chairs with soft casters

Tall Zira laminate storage with drawers and doors.

Keilhauer Grand Lounge Chair









Finish

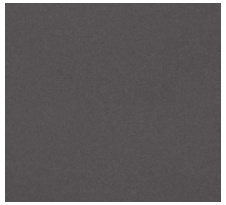
White
FOR: Jaku chair frame



Cogent:Connect-Sailor
FOR: Jaku Chair seat



Light Gray
FOR: Jaku mesh back



Storm Grey Laminate
FOR: Zira tall storage



Enviroleather Sustain:
Midnight 701
FOR: Grand Chair



Zira Storage



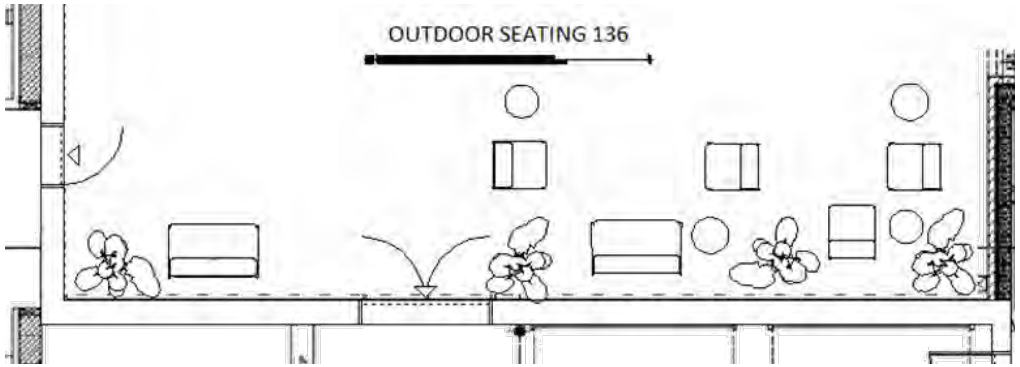
Jaku Task Chair



Keilhauer: Grand Lounge Chair

Location

Courtyard



Application Description:

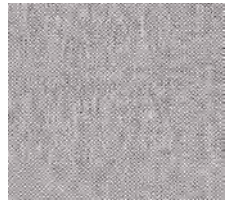
Rita Lounge Seating in a single armchair and Loveseat

Cohen Side Tables

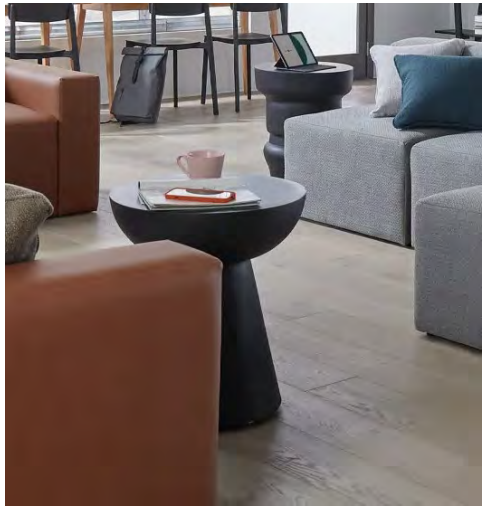
Finish:



Ink Black
For: Rita Lounge Frame and Cohen Tables



Hallingdal_116 FOR:
Rita Seating Cushions



Cohen Outdoor Tables and Rita Lounge





COOPERATIVE PURCHASE AGREEMENT
FFE-90-0623

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Texas Wilson ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – Cooperative Agency Contract - Global Furniture, and Keilhauer LTD - TIPS #2000301
4. Exhibit C - Cooperative Agency Contract – SteelCase – Sourcewell # 121919-STI
5. Exhibit D - Cooperative Agency Contract – SITONIT (Exemplis LLC) – Omina # R191803
6. Exhibit E - Cooperative Agency Contract – Kimball and AMQ (SteelCase) – Omnia # 2019001896
7. Exhibit F - Cooperative Agency Contract - Loftwall – NPCA - # 07-102
8. Conflict of Interest Questionnaire.

Exhibits A, B, C, D, E, and F which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall expire once the various items are delivered. Notwithstanding the foregoing, the parties understand and acknowledge that the TIPS, Sourcewell, Omina and NPCA cooperative contracts the City is relying on for cooperative purchase expires on various dates. .

Vendor agrees that City shall, until the expiration of six (6) months after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Texas Wilson
Attn: Gloria Rivas
Address: 6812 Fairgrounds Pkwy
Address: San Antonio, TX 78238

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

"Approved as to Form and Legality
This 5th day of July 2023
Title First Asst CA
Office of the Brownsville City Attorney"

VENDOR: The Caprock Group LLC dba. Texas Wilson

Tammy L Poe

Name: Tammy L. Poe

Title: VP of Sales & Design

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Quotation 149857

Quote Date 07/24/23
Customer BROW40
Terms PER CUSTOMER PO
Account Representative GLORIA RIVAS

Quote To

ACCOUNTS PAYABLE
CITY OF BROWNSVILLE
PO BOX 911
Brownsville TX 78520

Ship To

CITY OF BROWNSVILLE
PO BOX 911
Brownsville TX 78520

Phone +1 (956) 548-6031
ACCOUNTSPAYABLE@brownsvilletx.gov

EL Nido_Final Quote Combined 7-21-2023

STEELCASE SOURCEWELL Contract #121919-STI used for pricing on this quote.

Kimball OMNIA contract # 2019.001896 used for pricing on this quote.

AMQ Omnia contract - Steelcase - Omnia Partners Contract #2019.001899 is used for pricing on this quote.

SITONIT OMNIA Contract PROMO TVR #: 939250; March 1, 2023 - Sept 1, 2023. 2023 OMNIA Promo used for pricing on this quote.

Loftwall - NCPA Contract#: 07-102 was used to price this quote.

GRAND RAPIDS CHAIR OMNIA CONTRACT# 07.92 IS USED TO PRICE THIS QUOTE.

OFS OMNIA CONTRACT Per region 4 ESC contract #R191813 WAS USED TO PRICE THIS QUOTE.

Global TIPs Contract#: 200301 used to price this quote.

Keilhauer TIPS Contract #: 230301 | CONTRACT was used for pricing for Furniture, Furnishings and Services | Keilhauer Company No. 4201 must be referenced on Purchase Order; June 1, 2023 to May 31, 2028; Current Price List: April 1, 2023

Description	Quantity	Unit Price	Extended Price
Coffee Station			
1 **WESMDC4NA** - Sterling; Chair-Guest, 4 legs, Armless **Color Scheme:** Non Contrasting **Back Finish:** Graded In Prc. Grp. 4 59DD - GRADED IN PR. GRP. 4 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: HYDE -3888 Color: HARVEST -201	4	635.46	2,541.84

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

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Description	Quantity	Unit Price	Extended Price
1 Direction: HORIZONTAL **Seat Finish:** Graded In Prc. Grp. 4 59DD - GRADED IN PR. GRP. 4 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: HYDE -3888 Color: HARVEST -201 Direction: HORIZONTAL **Base Finish:** Rift Cut/Low Sheen VP03 - BLACK OAK STEELCASE **Tag For** Coffee Station STERLING			
Sub Total			2,541.84
TEXAS NON-TAXABLE			0.00
Total			**2,541.84**
Conference Room 103			
2 **TS34403** - Alight; Ottoman-Bench **UPHLSTRY:** 5ER6 TRUFFLE **LEG OPT:** *OPT:LEG OPTIONS **ALUMINUM:** STD:ALUMINUM LEGS STEELCASE **Tag For** Conference Room 103 ALIGHT	3	445.74	1,337.22
Sub Total			1,337.22
TEXAS NON-TAXABLE			0.00
Total			**1,337.22**
Office 101			
3 **Labor** - Field Cut for Worksurface Power TEXAS **Tag For** Office 101 Labor	1	38.89	38.89
4 **DSPOWER** - Powerstrip-Desktop **Power Configuration:** 2 Power, 2 USB A, 1 USB C 60W **Power Finish:** Plastic - PG1 6527 - MERLE **Power Mount:** C-Clamp **Utility Power:** No Utility w/OCP **Power Plug Type:** STANDARD NEMA 5-15 3-PRONG **Power Cord:** 10' Standard Cord **Cord Color:** Black	1	498.78	498.78

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	Description	Quantity	Unit Price	Extended Price
4	**PVC:** With PVC STEELCASE **Tag For** Office 101 PS/2P-10S			
5	**VCBALSIG** - Aleta-CHAIR,SWIVEL **Upholstery Version:** Smooth Upholstery **Upholstery Finish:** REMIX20796 - Remix 2 796 **Structure Finish:** LMBK - BLACK RAL 9005 **Fire Retardant:** CAL TB117-2013 **Contrasting Option:** Non Contrasting **Glides Option:** Felt **SKU:** ALSIG-2 STEELCASE **Tag For** Office 101 ALETA	2	1,046.84	2,093.68
6	 **WESMDC4NA** - Sterling; Chair-Guest, 4 legs, Armless **Color Scheme:** Non Contrasting **Back Finish:** Foundation 5880 - SEAL **Seat Finish:** Foundation 5880 - SEAL **Base Finish:** Rift Cut/Low Sheen VP03 - BLACK OAK STEELCASE **Tag For** Office 101 STERLING	2	567.63	1,135.26
7	**VCBBUD10087** - Burin-TABLE,ROUND,MDF,D39.37,H29.13 **Base Finish:** PLBK - BLACK RAL 9005 **Top Finish:** LWWH - WHITE RAL 9003 **SKU:** BUD100TX STEELCASE **Tag For** Office 101 BURIN	1	1,150.78	1,150.78
8	 **499223** - Siento; Chair-High back, Aluminum base, Adjustable arms **ARMS:** 6205 BLACK **UPHLSTRY:** 5S26 LICORICE **CASTER:** *OPT:CASTER OPTIONS **SOFT CST:** SOFT CASTERS **SEAT OPT:** *OPT:ADJUSTABLE SEAT OPTIONS **PNEU ADJ:** STD:ADJUSTABLE PNEUMATIC	1	2,009.57	2,009.57

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Description	Quantity	Unit Price	Extended Price
8 STEELCASE **Tag For** Office 101 SIENTO			
Sub Total			6,926.96
TEXAS NON-TAXABLE			0.00
Total			**6,926.96**
Office 102			
9 **Labor** - Field Cut for Worksurface Power TEXAS **Tag For** Office 102 Labor	1	38.89	38.89
10 **DSPOWER** - Powerstrip-Desktop **Power Configuration:** 2 Power, 2 USB A, 1 USB C 60W **Power Finish:** Plastic - PG1 6527 - MERLE **Power Mount:** C-Clamp **Utility Power:** No Utility w/OCP **Power Plug Type:** STANDARD NEMA 5-15 3-PRONG **Power Cord:** 10' Standard Cord **Cord Color:** Black **PVC:** With PVC STEELCASE **Tag For** Office 102 PS/2P-10S	1	498.78	498.78
11 **WESMDC4NA** - Sterling; Chair-Guest, 4 legs, Armless **Color Scheme:** Non Contrasting **Back Finish:** Foundation 5880 - SEAL **Seat Finish:** Foundation 5880 - SEAL **Base Finish:** Rift Cut/Low Sheen VP03 - BLACK OAK STEELCASE **Tag For** Office 102 STERLING	2	567.63	1,135.26
12 **499223** - Siento; Chair-High back, Aluminum base, Adjustable arms **ARMS:** 6205 BLACK **UPHLSTRY:** 5S26 LICORICE **CASTER:** *OPT:CASTER OPTIONS **SOFT CST:** SOFT CASTERS **SEAT OPT:** *OPT:ADJUSTABLE SEAT OPTIONS	1	2,009.57	2,009.57

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Description	Quantity	Unit Price	Extended Price
12 **PNEU ADJ:** STD:ADJUSTABLE PNEUMATIC STEELCASE **Tag For** Office 102 SIENTO			
Sub Total			3,682.50
TEXAS NON-TAXABLE			0.00
Total			**3,682.50**
Open Office Workstations			
13 **MDDG61** - Circa Lounge **COLOR:** (DBLUSF112)Blk,Drk Blue U **SKU:** G61BLKDBLU STEELCASE **Tag For** Open Office Workstations MDDG61	4	1,075.90	4,303.60
Sub Total			4,303.60
TEXAS NON-TAXABLE			0.00
Total			**4,303.60**
Event Display			
14 **N49GMD1X** - GRIN,LOUNGE,STITCH,SLED BASE,CONTRAST **UPHOLSTERY GRADE:** **DTB:** DESIGNTEX GRADE B **3888_201:** HYDE HARVEST **EXTREME BACK UPH GRADE:** **DTB:** DESIGNTEX GRADE B **3888_101:** HYDE RIME **STITCH PATTERN:** **HRZ1_250:** HORIZONTAL,2.5" STITCH **PAINT COLOR:** **497:** POLISHED ALUMINUM KIMBALL **Tag For** Event Display N49GMD1X	4	963.24	3,852.96
Sub Total			3,852.96
TEXAS NON-TAXABLE			0.00
Total			**3,852.96**
Small Film Studio			

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Description	Quantity	Unit Price	Extended Price
15 **C01LNG0202** - DORA,LOUNGE CHAIR,DARK GREY UPH KIMBALL **Tag For** Small Film Studio LNG0202	2	776.48	1,552.96
Sub Total			1,552.96
TEXAS NON-TAXABLE			0.00
Total			**1,552.96**
Audio & Video Control 129 & 130			
16  **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Audio & Video Control 129 & 130 JAKU	2	469.24	938.48
Sub Total			938.48
TEXAS NON-TAXABLE			0.00
Total			**938.48**
Make Space - UPDATED FOR 1 USER			
17  **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Maker Space JAKU	2	469.24	938.48
Sub Total			938.48
TEXAS NON-TAXABLE			0.00
Total			**938.48**
Open Office Workstations			
18  **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Open Office Workstations JAKU	10	469.24	4,692.40

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Description	Quantity	Unit Price	Extended Price
Sub Total			4,692.40
TEXAS NON-TAXABLE			0.00
Total			**4,692.40**
Reception Task Chair			
19 **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Reception Task Chair JAKU	1	469.24	469.24
Sub Total			469.24
TEXAS NON-TAXABLE			0.00
Total			**469.24**
Conference Room			
20 **6423Y.A112** - Prava, Highback, Enhanced Synchro Cntrl, A112 Arm **Fabric or Leather Upholstery Selection:** **FABRIC:** Fabric Grade Selections **~:** No Selection **FG3:** Fabric Grade 3 **CANTER EPU:** Canter EPU Standard Color Selection **IRON:** Canter EPU Iron **Seat Depth Adjustment Option Selection:** **~:** No Seat Depth Adjusment Upgrade **Base Selection:** **B8:** Brushed Aluminum **C16:** Carpet Casters **Headrest Selection:** **~:** No Selection **UC:** Partially Assembled SIT ON IT **Tag For** Conference Room 103 6423Y.A112	10	706.08	7,060.80
Sub Total			7,060.80
TEXAS NON-TAXABLE			0.00
Total			**7,060.80**

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Description	Quantity	Unit Price	Extended Price
Open Office/Production			
21 **AKUS-22-CHA** - A-küs-tik - Charcoal - Small Panel LOFTWALL **Tag For** Open Office / Production AKUS-22-CHA	9	76.95	692.55
22 **DEP-22-WH** - Dry Erase Premium - White - Small Panel LOFTWALL **Tag For** Open Office / Production DEP-22-WH	3	76.95	230.85
23 **SHF-SHELF-4-WALNUT** - SHIFT Shelf: 1/2" x 16" x 46 13/16" Walnut LOFTWALL **Tag For** Open Office / Production SHF-SHELF-4-WALNUT	11	Actual	Actual
24 **SHIFT-4-FH** - SHIFT - Full Height 78"t x 48"w - Silver Frame LOFTWALL **Tag For** Open Office / Production SHIFT-4-FH	2	1,795.50	3,591.00
25 **SHIFT-4-LH** - SHIFT - Low Height 53"t x 48"w - Silver Frame LOFTWALL **Tag For** Open Office / Production SHIFT-4-LH	1	1,496.25	1,496.25
Sub Total			6,010.65
TEXAS NON-TAXABLE			0.00
Total			**6,010.65**
Open Office/Workstations			
26 **BP-08-BK** - 10" Circle base - Matte Black LOFTWALL **Tag For** Open Market Replacements BP-08-BK	10	Actual	Actual
27 **FLOX-36-ST** - Flox Panel - Stone LOFTWALL **Tag For** Open Market Replacements FLOX-36-ST	6	Actual	Actual
28 **FX-BK-LNK** - Flox - Black - 4' Wide - 6' Tall - Linking 38.75"w x 73.25"t LOFTWALL **Tag For** Open Market Replacements FX-BK-LNK	2	837.90	1,675.80

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Description	Quantity	Unit Price	Extended Price
29 **FX-BK** - Flox - Black - 4' Wide - 6' Tall 38.75"w x 73.25"t LOFTWALL **Tag For** Open Market Replacements FX-BK	4	914.85	3,659.40
Sub Total			5,335.20
TEXAS NON-TAXABLE			0.00
Total			**5,335.20**
Outdoor Area			
32 **C01SDT0201** - COHEN,SIDE TABLE,MATTE BLACK,C01SDT0201 KIMBALL **Tag For** Open Market Replacements SDT0201	2	725.88	1,451.76
33 **C01SDT0301** - COHEN,SIDE TABLE,MATTE BLACK,C01SDT0301 KIMBALL **Tag For** Open Market Replacements SDT0301	2	656.88	1,313.76
Sub Total			2,765.52
TEXAS NON-TAXABLE			0.00
Total			**2,765.52**
Small Film Studio			
34 **N84L3AO** - COLLETTE,3 SEAT,SQUARE LEGS,SLOPE ARMS **UPHOLSTERY GRADE:** **2:** GRADE 2 **22131:** SEDONA ADOBE **THREAD COLOR:** **AA:** MATCHING THREAD **GROMMET:** **X:** NO GROMMET **LEG MATERIAL/FINISH:** **S-W462:** WOOD LEG,CINDER **GLIDE:** **STD:** STANDARD HARD GLIDE KIMBALL **Tag For** Open Market Replacements N84L3AO	1	3,268.76	3,268.76
35 **KA51621ENW** - CIRC	1	633.42	633.42

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Description	Quantity	Unit Price	Extended Price
35 Wood top for Round Occasional End table Model 21 x 0 x 15.75 KIMBALL **Tag For** Open Market Replacements KA51621ENW			
36 **KA53415MGW** - Model 33.5 x 0 x 15 Dimensions Features Circ Features Base KIMBALL **Tag For** Open Market Replacements KA53415MGW	1	940.24	940.24
37 **KA51621ENW** - CIRC Wood top for Round Occasional End table Model 21 x 0 x 15.75 KIMBALL **Tag For** Open Market Replacements KA51621ENW	2	633.42	1,266.84
Sub Total			6,109.26
TEXAS NON-TAXABLE			0.00
Total			**6,109.26**
Open Office/Workstations			
38 **44N20PURDFLLP** - MARIBEN,PULL UP TABLE,ROUND, FIXED HEIGHT,TFL **TOP LAMINATE GROUP:** **STD:** STANDARD LAMINATE **462:** CINDER **COLUMN PAINT:** **462:** CINDER **BASE PLATE PAINT:** **462:** CINDER KIMBALL **Tag For** Open Market Replacements 20PURDFLLP	2	451.26	902.52
Sub Total			902.52
TEXAS NON-TAXABLE			0.00
Total			**902.52**
Outdoor Area			
39 **190-33** - Rita Lounge, 190-33, Outdoor Lounge Chair, UPH Seat & Back Frame Finish: Ink Black Upholstery: Kvadrat Hallingdal 116- Grade 12 Standard Glides	4	1,705.50	6,822.00

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Description	Quantity	Unit Price	Extended Price
39 GRANDRAPID **Tag For** Open Market Replacements 190-33			
40 **196-33** - Rita Loveseat, Outdoor Loveseat, UPH Seat & Back Frame Finish: Ink Black Upholstery: Kvadrat Hallingdal 116- Grade 12 Standard Glides GRANDRAPID **Tag For** Open Market Replacements 196-33	2	2,070.00	4,140.00
Sub Total			10,962.00
TEXAS NON-TAXABLE			0.00
Total			**10,962.00**
Coffee Station			
41 **98058** - Oryn Bar Stool, 20.25x18x37 **Frame Finish:** **~VEN:** Veneer **SMFASH:** Ash Super Matte Clear (SMFASH) OFS **Tag For** Open Market Replacements 98058	6	658.00	3,948.00
Sub Total			3,948.00
TEXAS NON-TAXABLE			0.00
Total			**3,948.00**
Audio & Video Control 129 & 130			
42 **Z16S5EL** - 16"d x 16"w x 53"h, Storage Modules, Left w/ 2 File Drawers on Bottom w/ Door, 1 Adjustable Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **SOG:** 1-Storm Grey **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **SOG:** 2-Storm Grey **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge	1	541.80	541.80

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Description	Quantity	Unit Price	Extended Price
42 **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-439:** C-Keyed for Lock #439 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Audio & Video Control 129 & 130 5H			
43 **Z16S5ER** - 16"d x 16"w x 53"h, Storage Modules, Right w/ 2 File Drawers w/ Door, 1 Adjustable Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **SOG:** 1-Storm Grey **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **SOG:** 2-Storm Grey **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-438:** C-Keyed for Lock #438 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Audio & Video Control 129 & 130 5H	1	541.80	541.80

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Description	Quantity	Unit Price	Extended Price
Sub Total			1,083.60
TEXAS NON-TAXABLE			0.00
Total			**1,083.60**
Coffee Station			
44 **GRB22H15** - 22" Dia x 15"h, Round Base, Centered Column, Coffee Table Height, Plate Base w/ 3"Dia x 15"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either, GRBTPxx or GSBTPxx Tops, SWAP, TABLES **Base Finishes {20}:** **~SBASE:** SWAP Base Finishes **TBL:** 1-Black [TBL] **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 15H	1	380.94	380.94
45 **GRB28** - 28" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP42, 48, GRxxWTP or GBTxWTP Top, SWAP, TABLES **Base Finishes {20}:** **~SBASE:** SWAP Base Finishes **TBL:** 1-Black [TBL] **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 28H	1	629.16	629.16
46 **GRBTP36** - 36" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ Either GRB22, GRB22H26, GRB22H35, GRB22H41 or GSB19, GSB19H26, GSB19H35, GSB19H41 Base, SWAP, TABLES **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick" **Laminate Top Finishes {20}:** **~SLAM:** SWAP Laminate Top Finishes **WHE:** 1-Walnut Heights **Edge Options {45}:** **FE:** F-2mm Flat Edge (Standard)	1	151.62	151.62

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Description	Quantity	Unit Price	Extended Price
46 **Standard Edge Finish Options {46}:** **WHE:** M-Walnut Heights, Edge **Power Block Cut-Out Options - Center Position:** **~:** Power Block Cut-Out Not Required- Center Postion **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 36"D			
47 **GRBTP48** - 48" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ GRB28 or GSB23 Base, SWAP, TABLES **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick" **Laminate Top Finishes {20}:** **~SLAM:** SWAP Laminate Top Finishes **WHE:** 1-Walnut Heights **Edge Options {45}:** **FE:** F-2mm Flat Edge (Standard) **Standard Edge Finish Options {46}:** **WHE:** M-Walnut Heights, Edge **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 48"D	1	225.54	225.54
48 **8043OV26W** - DRIFT, 22"d x 26"w, 16"h, Oval Table w/ 4 Legged Wood Base, GLOBAL SEATING USA **Table Finish {20}:** **~DRFT:** Drift Table Top Laminate Finish Options **WHE:** 1-Walnut Heights, Table Top [WHE] **Base Finish {50}:** **BKM:** F-Black On Maple, Wood Leg Finish [BKM] GLOBAL **Tag For** Coffee Station 8043OV26W	2	471.24	942.48

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Description	Quantity	Unit Price	Extended Price
Sub Total			2,329.74
TEXAS NON-TAXABLE			0.00
Total			**2,329.74**
Conference Room			
49 **OAM-A-PC-S** - Oasis Mini A Corded 15" trough w/ 6 receptacles, and telecom plate cutouts - sold separate, TABLE POWER **Split Cables Off Factory Order - Required (Order Entry):** **ECA:** M-Split Cables Off Factory Order - Required (Order Entry) **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Conference Room 103 OAM-B-PC-S	2	766.92	1,533.84
50 **Z48144REE** - 48"d x 144"w x 30"h, Rectangular Boardroom Table, Top is 2 Pieces, Includes 3 Bases w/ Wire Access Doors and Wire Concealment Between Bases, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1.5" Thick **Top Finishes Boardroom {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **C3:** F-1.5" Top, Standard Edge **Laminate Outer Base Finishes {50}:** **~ZBASE:** Zira Laminate Outer Base Finishes **WHE:** 2-Walnut Heights **Inner Base Trim Finish (Required) {52}:** **BRC:** M-Brushed Cobalt, Inner Base Trim **Grommet/Electrical Cut-Out Options - Left Position:** **~POS1:** Grommet/Electrical Options - Left Position **M1:** M-Oasis Cut-Out (Spec Elec. Box Sep.) **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~POS3:** Grommet/Electrical Options - Right Position	1	2,454.90	2,454.90

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TEXAS WILSON
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p :: 210.647.8800
f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
50 **M3:** M-Oasis Cut-Out (Spec Elec. Box Sep.) **Custom Cut-Out Locations (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Location **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Conference Room 103 48x144			
Sub Total			3,988.74
TEXAS NON-TAXABLE			0.00
Total			**3,988.74**
Event Display			
51 **3368** - WIND, 36"w x 36"d x 15"h, Square End Table w/ Laminate Top, Std Metal Frame, GLOBAL SEATING USA **Top Finish {30}:** **HP:** Wing High Pressure Laminate Top Options **WHE:** 1-Walnut Heights [WHE] **Leg Finish {50}:** **TTU:** M-Tungsten Frame [TTU] GLOBAL **Tag For** Event Display 3368	1	842.10	842.10
52 **7710NA** - RIVER, 55"w x 29.5"d x 32"h, Inside Curve, 2 Seater, Armless, Std with Metal legs, Ganging Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA **Textile {10|10}:** **~02:** Grade 02 **~ALLA:** Allante Free (Global) **A16F:** 1-Ink **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {80}:** **PML:** M-(STD) Power/USB Module not Required, Left Side (Seated) **Power Module Position and Finish {72}:** **PMR:** M-(STD) Power/USB Module not Required, Right Side (Seated)	2	1,443.54	2,887.08

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Description	Quantity	Unit Price	Extended Price
52 **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Event Display 7710NA			
53 **7727** - RIVER, 54"w x 28"d x 17.5"h, Outside Curve, 2 Seat Bench, Std with Metal legs, Ganging Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA **Textile {10|10}:** **~02:** Grade 02 **~ALLA:** Allante Free (Global) **A16F:** 1-Ink **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {80}:** **PML:** M-(STD) Power/USB Module not Required, Left Side (Seated) **Power Module Position and Finish {72}:** **PMR:** M-(STD) Power/USB Module not Required, Right Side (Seated) **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Event Display 7727	4	1,212.96	4,851.84
54 **7734** - RIVER, 36" Dia. x 17"h, Round Coffee Table, Electrical Option Available, Cannot Gang, High Pressure Laminate Only, GLOBAL SEATING USA **Table Finish {20}:** **~RVL:** River Laminate Options **WHE:** 1-Walnut Heights **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {71}:** **J2:** M-Black, Power/USB Module, Top Center (Primary Location) [BL **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	3	1,073.94	3,221.82

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Description	Quantity	Unit Price	Extended Price
54 **Tag For** Event Display 7734			
55 **7742** - RIVER, 18.25"w Front - 11.3"w Back x 26.5"d x 17"h, Outside Narrow Wedge End Table, Electrical Option Available, Ganging Hardware Included (Both Sides), High Pressure Laminate Only, GLOBAL SEATING USA **Table Finish {20}:** **~RVL:** River Laminate Options **WHE:** 1-Walnut Heights **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {73}:** **PTR:** M-(STD) Power/USB Module not Required, Top Rear/Edge (Primar **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Event Display 7742	2	588.00	1,176.00
Sub Total			12,978.84
TEXAS NON-TAXABLE			0.00
Total			**12,978.84**
Maker Space			
56 **PH3T6601** - Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS **^Base Width Options:** **~70:** 70"w Height Adjustable Base **~72:** 72"w Return Not Required **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Maker Space HAB	2	527.10	1,054.20
57 **PHAT2970T** - 29"d x 70"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1"	2	246.54	493.08

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Description	Quantity	Unit Price	Extended Price
57 Thick) **Laminate Top Finishes {20}:** **~PDLM:** Height Adjustable Laminate Top Finishes **WHE:** 1-Walnut Heights **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet Not Required - Left Position **Grommet/ Electtical Cut-Out Options - Center Position:** **~:** Grommet Not Required - Center Position **Grommet Cut-Out Options - Right Position:** **~:** Grommet Not Required - Right Position **Custom Grommet Location (Application Drawing Required):** **~:** Grommet Not Required - Custom Grommet Location **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Maker Space 29x70			
58 **GMP-19BF** - 19"d x 15"w x 22"h, BF Mobile Pedestal, CW Std, G SERIES, UNIVERSAL FILING **^Metal File Case & Storage Front Paint Finishes:** **~STD:** Metal File Case & Storage Front Paint Finishes (Global Stand **~GLO:** Global Standard Colors **SGR:** 1-Storm Grey (Files) [SGR] **Keys {40}:** **W411:** C-Keyed for Lock #W411 **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Maker Space BFM	2	280.98	561.96
Sub Total			2,109.24
TEXAS NON-TAXABLE			0.00
Total			**2,109.24**
Office 101			
59 **Z21L2SHSL** - 23.4"d x 21"w x x 28.5"h, Storage Shell, Left w/1 Adjustable Shelf, ZIRA	1	283.08	283.08

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Description	Quantity	Unit Price	Extended Price
59 **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 2H			
60 **Z21L2SHSR** - 23.4"d x 21"w x 28.5"h, Storage Shell, Right w/1 Adjustable Shelf, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 2H	1	283.08	283.08
61 **Z24L7BFR** - 24"d x 24"w x 71.9"h, Personal Towers, Right w/Doors, 2 Box and 1 File Drawer on Bottom , 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights	1	1,068.48	1,068.48

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Description	Quantity	Unit Price	Extended Price
61 **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 7H			
62 **Z24L7WAL** - 24"d x 24"w x 71.9"h, Wardrobe, Left w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 7H	1	686.70	686.70

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Description	Quantity	Unit Price	Extended Price
63 **Z30M2ES** - 19.3"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Convert File to Box Box Option (Pos.1/Bottom) {65}:** **~:** File Drawer (STD) **Convert File to Box Box Option (Pos.2) {92}:** **~:** File Drawer (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 2H	1	531.30	531.30
64 **ZA3672F23** - 36"d x 72"w x 29.5"h-49"h, Double Pedestal Height Adjustable Desk, F/F on Left, BBF on Right, Height Adjustable Frame Sold Separately, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Chassis Finishes {50}:** **~ZCHASS:** Zira Chassis Finishes **WHE:** 2-Walnut Heights **Modesty Panel Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Wire Management Finishes {91}:** **BK:** 1-Black **Handle Option:**	1	1,922.76	1,922.76

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Description	Quantity	Unit Price	Extended Price
64 **~:** Handle Option **HV:** M-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet/Electrical Not Required - Left Position **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~POS3:** Grommet/Electrical Cut-Out Options - Right Position **AG3:** M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Glo **Custom Grommet Location (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Locationn **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL			
65 **FFHATZS** - 24"d, 2 Stage Column, Use w/ Straight HA Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA **HA Leg Finish {20}:** **~ZLEG:** Zira HA Leg Finish **TUN:** 1-Tungsten, Leg Finish **^HA Base Width Options:** **~3672DD:** 36"d x 72"w for Double Ped Desk (Match Desk Width) **M:** M-72" + 84"w Base Width (Match Desk Width) **HA Handset Type:** **~ZH:** Freefit Handset Type **SH:** P-(STD) Up/Down Handset **HA Insulation Type:** **ZI:** Freefit Insulation Type **NI:** M-(STD) Normal Insulation **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	1	745.50	745.50

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Description	Quantity	Unit Price	Extended Price
66 **Z72S20OS** - 16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Glazed Door Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 WM OH	1	1,107.12	1,107.12
67 **ZUT2472** - 24"d x 72"w, Universal Laminate Top, No Drill Holes, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Grommet/Electrical/Villa Cut-Out Options - Left Position:** **~:** Grommet/Electrical/Villa Not Required - Left Position **Grommet/Electrical/Villa Cut-Out Options - Center Position:** **~:** Grommet/Electrical/Villa Not Required - Center Position	1	212.94	212.94

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Description	Quantity	Unit Price	Extended Price
67 **Grommet/Electrical/Villa Cut-Out Options - Right Position:** **~:** Grommet/Electrical/Villa Not Required - Right Position **Custom Grommet/ Electrical/ Villa Location (Application Draw:** **~:** Grommet/Electrical/Villa Not Required - Custom Grommet Locat **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 24x72			
68 **ZWHT7221** - 72"w x 21"h, Wall Mounted Tackboard for use under ZxxS33OS/OSN, Finished HT 84"/84.5", Standard w/ Pre-Mounted "J" Bracket for Wall Mount Application, Mounting Hardware NIC, ZIRA **Textile Selections {10|01}:** **~03:** Grade 03 **~ACRG:** Anchorage (Guilford) **AN51:** 1-Graphite **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 TB	1	391.44	391.44
69 **GEN160-UN** - Black Rectangular Wire Manager Grommet Cover (not installed) - 2-1/8D x 3-1/2W, DESK ACCESSORY **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 TB	1	10.50	10.50
Sub Total			7,242.90
TEXAS NON-TAXABLE			0.00
Total			**7,242.90**
Office 102			
70 **Z18L7WAL** - 24"d x 18"w x 71.9"h, Wardrobe, Left w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights	1	608.16	608.16

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Description	Quantity	Unit Price	Extended Price
70 **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 7H			
71 **Z21L2SHSL** - 23.4"d x 21"w x x 28.5"h, Storage Shell, Left w/1 Adjustable Shelf, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 2H	1	283.08	283.08
72 **Z21L2SHSR** - 23.4"d x 21"w x 28.5"h, Storage Shell, Right w/1 Adjustable Shelf, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights	1	283.08	283.08

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Description	Quantity	Unit Price	Extended Price
72 **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 2H			
73 **Z24L7BFR** - 24"d x 24"w x 71.9"h, Personal Towers, Right w/Doors, 2 Box and 1 File Drawer on Bottom , 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 7H	1	1,068.48	1,068.48
74 **Z30M2ES** - 19.3"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA **Storage Base Finishes {20}:**	1	531.30	531.30

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Description	Quantity	Unit Price	Extended Price
74 **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Convert File to Box Box Option (Pos.1/Bottom) {65}:** **~:** File Drawer (STD) **Convert File to Box Box Option (Pos.2) {92}:** **~:** File Drawer (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 2H			
75 **Z3672FB2L** - 36"d x 72"w x 29.5"h, Single Pedestal, Bow Top Desk, File/File Left, Faux Pedestal Right, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Chassis Finishes {50}:** **~ZCHASS:** Zira Chassis Finishes **WHE:** 2-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Modesty Panel Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Handle Option:** **~:** Handle Option **HV:** M-Square Edge Handle - Silver **Lock Finish (Required) {89}:** **SI:** M-Silver Lock **Keys {40}:**	1	1,186.08	1,186.08

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Description	Quantity	Unit Price	Extended Price
75 **K-402:** C-Keyed for Lock #402 **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet/Electrical Not Required - Left Position **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~POS3:** Grommet/Electrical Cut-Out Options - Right Position **AG3:** M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Glo **Custom Grommet Location (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Location **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 36x66			
76 **Z72S20OS** - 16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Glazed Door Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	1	1,107.12	1,107.12

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ACCEPTED BY TITLE DATE

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Description	Quantity	Unit Price	Extended Price
76 **Tag For** Office 102 WM OH			
77 **ZUT2472** - 24"d x 72"w, Universal Laminate Top, No Drill Holes, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Grommet/Electrical/Villa Cut-Out Options - Left Position:** **~:** Grommet/Electrical/Villa Not Required - Left Position **Grommet/Electrical/Villa Cut-Out Options - Center Position:** **~:** Grommet/Electrical/Villa Not Required - Center Position **Grommet/Electrical/Villa Cut-Out Options - Right Position:** **~:** Grommet/Electrical/Villa Not Required - Right Position **Custom Grommet/ Electrical/ Villa Location (Application Draw:** **~:** Grommet/Electrical/Villa Not Required - Custom Grommet Locat **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 24x72	1	212.94	212.94
78 **ZWHT7221** - 72"w x 21"h, Wall Mounted Tackboard for use under ZxxS33OS/OSN, Finished HT 84"/84.5", Standard w/ Pre-Mounted "J" Bracket for Wall Mount Application, Mounting Hardware NIC, ZIRA **Textile Selections {10|01}:** **~03:** Grade 03 **~ACRG:** Anchorage (Guilford) **AN51:** 1-Graphite **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	1	391.44	391.44

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san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
78 **Tag For** Office 102 TB			
79 **GEN160-UN** - Black Rectangular Wire Manager Grommet Cover (not installed) - 2-1/8D x 3-1/2W, DESK ACCESSORY **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 TB	1	10.50	10.50
Sub Total			5,682.18
TEXAS NON-TAXABLE			0.00
Total			**5,682.18**
Open Office / Production			
80 **Z2072BBOL** - 20"d x 72"w x 29.5"h, Credenza, Box/Box/Lateral on Left, Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-405:** C-Keyed for Lock #405 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office / Production 20x72	1	990.36	990.36
81 **Z2072BBOR** - 20"d x 72"w x 29.5"h, Credenza, Open Storage Cabinet on Left w/1 Shelf, Box/Box/Lateral on Right, ZIRA	1	990.36	990.36

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

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san antonio, texas 78238
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f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
81 **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-405:** C-Keyed for Lock #405 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office / Production 20x72			
Sub Total			1,980.72
TEXAS NON-TAXABLE			0.00
Total			**1,980.72**
Open Office Workstations			
82 **PH3T6601** - Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS **^Base Width Options:** **~52:** 52"w Height Adjustable Base **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations HAB	10	527.10	5,271.00
83 **Z2060BLFL** - 20"d x 60"w x 29.5"h, Credenza, Lateral File on Left, Open Storage Cabinet on Right w/1 Shelf, ZIRA	1	887.04	887.04

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Description	Quantity	Unit Price	Extended Price
83 **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-423:** C-Keyed for Lock #423 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
84 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
84 **Keys {40}:** **K-424:** C-Keyed for Lock #424 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
85 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-426:** C-Keyed for Lock #426 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60	1	710.22	710.22
86 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes	1	710.22	710.22

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f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
86 **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-429:** C-Keyed for Lock #429 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
87 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-431:** C-Keyed for Lock #431 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering)	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
87 GLOBAL **Tag For** Open Office Workstations 20x60			
88 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-422:** C-Keyed for Lock #422 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60	1	710.22	710.22
89 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:**	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
89 **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-425:** C-Keyed for Lock #425 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
90 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-427:** C-Keyed for Lock #427 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60	1	710.22	710.22
91 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf,	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
91 ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-428:** C-Keyed for Lock #428 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
92 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required)	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
92 **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-430:** C-Keyed for Lock #430 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
93 **ZA3054TB** - 29"d x 52"w, Top and 15"h Modesty Panel, Height Adjustable Frame Sold Separately, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Chassis Finishes {50}:** **~ZCHASS:** Zira Chassis Finishes **WHE:** 2-Walnut Heights **Modesty Panel Options {85}:** **~:** 15"h Laminate Modesty (STD) **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet/Electrical Not Required - Left Position **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~:** Grommet/Electrical Not Required - Right Position **Custom Grommet Location (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Locationn **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 29x52	10	308.70	3,087.00

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Description	Quantity	Unit Price	Extended Price
Sub Total			15,637.02
TEXAS NON-TAXABLE			0.00
Total			**15,637.02**
Audio & Video Control 129 & 130			
94 **3111** - Keilhauer Grand Lounge Chair #3111 Metal Leg Finish: PC01 Onyx Upholstrey: Sustain 701 Midnight (Grade C) KEILHAUER **Tag For** Audio & Video Control 129 & 130 3111	2	3,424.14	6,848.28
Sub Total			6,848.28
TEXAS NON-TAXABLE			0.00
Total			**6,848.28**
Coffee Station			
95 **3111** - Keilhauer Grand Lounge Chair #3111 Metal Legs Finish: PC01 - Onyx Upholstery: Sustain 739 Quarry Rock (Grade C) KEILHAUER **Tag For** Coffee Station 3111	2	3,424.14	6,848.28
96 **3112** - Keilhauer Grand 2-Seater Sofa (67") #3112 Metal Leg Finish: PC01 - Onyx Upholstery: Sustain 739 Quarry Rock (Grade C) KEILHAUER **Tag For** Coffee Station 3112	1	5,309.10	5,309.10
Sub Total			12,157.38
TEXAS NON-TAXABLE			0.00
Total			**12,157.38**
97 **FREIGHT** - Shipping & Handling #1 LOFTWALL	1	377.78	377.78
98 **FREIGHT** - SHIPPING & HANDLING #2 LOFTWALL **Tag For** Open Office / Production SHIPPING	1	422.22	422.22
99 **INSTALLATION** - Labor to receive, deliver, and install all product on this quote during regular business hours. Quote to be done in one trip and area to be free and clear at the time of installation. Delivery and Installation is quoted to be done in one phase.	1	15,308.11	15,308.11

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Description	Quantity	Unit Price	Extended Price
99 Installation site is to be free and clear of debris and any trades. If site has a loading dock and/or freight elevator, customer shall provide exclusive access during unloading. Access to the building is to be no more than 40' from Texas Wilson's delivery truck. All cabling and electrical hook ups are to be provided by the customer. Anything outside the scope of work may result in additional labor fees TEXAS			

Quotation Totals	
Sub Total	162,477.34
TEXAS NON-TAXABLE	0.00
Grand Total	162,477.34

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End of Quotation

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Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
	Seat Cover Finish	5S95 - Sailor	No Image Available
	Convert File to Box Box Option (Pos.1/Bottom) {65}	File Drawer (STD)	No Image Available
	Convert File to Box Box Option (Pos.2) {92}	File Drawer (STD)	No Image Available
	Custom Cut-Out Locations (Application Drawing Required)	Grommet/Electrical Not Required - Custom Grommet Location	No Image Available
	Custom Grommet Location (Application Drawing Required)	Grommet Not Required - Custom Grommet Location	No Image Available
	Custom Grommet Location (Application Drawing Required)	Grommet/Electrical Not Required - Custom Grommet Location	No Image Available
	Custom Grommet Location (Application Drawing Required)	Grommet/Electrical Not Required - Custom Grommet Locationn	No Image Available
	Custom Grommet/ Electrical/ Villa Location (Application Draw	Grommet/Electrical/Villa Not Required - Custom Grommet Locat	No Image Available
	Grommet Cut-Out Options - Right Position	Grommet Not Required - Right Position	No Image Available
	Grommet/ Electtical Cut-Out Options - Center Position	Grommet Not Required - Center Position	No Image Available
	Grommet/Electrical Cut-Out Options - Center Position	Grommet/Electrical Not Required - Center Position	No Image Available
	Grommet/Electrical Cut-Out Options - Left Position	Grommet Not Required - Left Position	No Image Available
	Grommet/Electrical Cut-Out Options - Left Position	Grommet/Electrical Not Required - Left Position	No Image Available
	Glazed Door Options {85}	Laminate Doors (STD)	No Image Available
	Grommet/Electrical Cut-Out Options - Right Position	Grommet/Electrical Not Required - Right Position	No Image Available
	Grommet/Electrical/Villa Cut-Out Options - Center Position	Grommet/Electrical/Villa Not Required - Center Position	No Image Available
	Grommet/Electrical/Villa Cut-Out Options - Left Position	Grommet/Electrical/Villa Not Required - Left Position	No Image Available
	Grommet/Electrical/Villa Cut-Out Options - Right Position	Grommet/Electrical/Villa Not Required - Right Position	No Image Available
	Laminate Top Option {30}	(STD) Thermally Fused Laminate, High Performance (1" Thick"	No Image Available

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Laminate Top Option {30}	(STD) Thermally Fused Laminate, High Performance (1" Thick)	No Image Available
Laminate Top Option {30}	(STD) Thermally Fused Laminate, High Performance (1.5" Thick	No Image Available
Power Block Cut-Out Options - Center Position	Power Block Cut-Out Not Required- Center Postion	No Image Available
Modesty Panel Options {85}	15"h Laminate Modesty (STD)	No Image Available
^Base Width Options	52"w Height Adjustable Base	No Image Available
^Base Width Options	72"w Return Not Required	No Image Available
Commercial GSA Offering	Non-GSA (Commercial Furniture Offering)	No Image Available
Commercial or GSA Offering	Non-GSA (Commercial Furniture Offering)	No Image Available
Textile {10|10}	1-Ink	No Image Available
Top Thickness/ Edge Options (Required) {45}	F-1" Top, Standard Edge	No Image Available
Grommet/Electrical Cut-Out Options - Right Position	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Glo	No Image Available
Textile Selections {10|01}	1-Graphite	No Image Available
Wire Management Finishes {91}	1-Black	No Image Available
Base Finish {50}	F-Black On Maple, Wood Leg Finish [BKM]	No Image Available
Inner Base Trim Finish (Required) {52}	M-Brushed Cobalt, Inner Base Trim	No Image Available
Top Thickness/ Edge Options (Required) {45}	F-1.5" Top, Standard Edge	No Image Available
Split Cables Off Factory Order - Required (Order Entry)	M-Split Cables Off Factory Order - Required (Order Entry)	No Image Available
Edge Options {45}	F-2mm Flat Edge (Standard)	No Image Available
Handle Option	M-Square Edge Handle - Silver	No Image Available
Handle Option (Required)	P-Square Edge Handle - Silver	No Image Available
Power Module Position and Finish {71}	M-Black, Power/USB Module, Top Center (Primary Location) [BL	No Image Available
Keys {40}	C-Keyed for Lock #402	No Image Available
Keys {40}	C-Keyed for Lock #405	No Image Available
Keys {40}	C-Keyed for Lock #415	No Image Available
Keys {40}	C-Keyed for Lock #422	No Image Available
Keys {40}	C-Keyed for Lock #423	No Image Available

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Keys {40}	C-Keyed for Lock #424	No Image Available
Keys {40}	C-Keyed for Lock #425	No Image Available
Keys {40}	C-Keyed for Lock #426	No Image Available
Keys {40}	C-Keyed for Lock #427	No Image Available
Keys {40}	C-Keyed for Lock #428	No Image Available
Keys {40}	C-Keyed for Lock #429	No Image Available
Keys {40}	C-Keyed for Lock #430	No Image Available
Keys {40}	C-Keyed for Lock #431	No Image Available
Keys {40}	C-Keyed for Lock #438	No Image Available
Keys {40}	C-Keyed for Lock #439	No Image Available
^HA Base Width Options	M-72" + 84"w Base Width (Match Desk Width)	No Image Available
Grommet/Electrical Cut-Out Options - Left Position	M-Oasis Cut-Out (Spec Elec. Box Sep.)	No Image Available
Grommet/Electrical Cut-Out Options - Right Position	M-Oasis Cut-Out (Spec Elec. Box Sep.)	No Image Available
HA Insulation Type	M-(STD) Normal Insulation	No Image Available
Power Module Position and Finish {80}	M-(STD) Power/USB Module not Required, Left Side (Seated)	No Image Available
Power Module Position and Finish {72}	M-(STD) Power/USB Module not Required, Right Side (Seated)	No Image Available
Power Module Position and Finish {73}	M-(STD) Power/USB Module not Required, Top Rear/Edge (Primar	No Image Available
^Metal File Case & Storage Front Paint Finishes	1-Storm Grey (Files) [SGR]	No Image Available
HA Handset Type	P-(STD) Up/Down Handset	No Image Available
Lock Finish (Required) {89}	M-Silver Lock	No Image Available
Storage Base Finishes {50}	2-Storm Grey	No Image Available
Top Finishes {20}	1-Storm Grey	No Image Available
Base Finishes {20}	1-Black [TBL]	No Image Available
Leg Finish {50}	F-Tungsten Frame [TTU]	No Image Available
Leg Finish {50}	M-Tungsten Frame [TTU]	No Image Available
HA Leg Finish {20}	1-Tungsten, Leg Finish	No Image Available
Keys {40}	C-Keyed for Lock #W411	No Image Available
Laminate Outer Base Finishes {50}	2-Walnut Heights	No Image Available
Laminate Top Finishes {20}	1-Walnut Heights	No Image Available
Storage Base Finishes {50}	2-Walnut Heights	No Image Available

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	Table Finish {20}	1-Walnut Heights	No Image Available
	Table Finish {20}	1-Walnut Heights, Table Top [WHE]	No Image Available
	Chassis Finishes {50}	2-Walnut Heights	No Image Available
	Top Finishes {20}	1-Walnut Heights	No Image Available
	Top Finishes Boardroom {20}	1-Walnut Heights	No Image Available
	Standard Edge Finish Options {46}	M-Walnut Heights, Edge	No Image Available
	Storage Base Finishes {20}	1-Walnut Heights	No Image Available
	Top Finish {30}	1-Walnut Heights [WHE]	No Image Available
	Glazed Door Options {85}	M-Frosted Glazing w/ Tungsten Frame	No Image Available
	Modesty Panel Options {85}	M-Frosted Glazing w/ Tungsten Frame	No Image Available
	UPHOLSTERY GRADE	SEDONA ADOBE	No Image Available
	EXTREME BACK UPH GRADE	HYDE RIME	No Image Available
	UPHOLSTERY GRADE	HYDE HARVEST	No Image Available
	TOP LAMINATE GROUP	CINDER	No Image Available
	BASE PLATE PAINT	CINDER	No Image Available
	COLUMN PAINT	CINDER	No Image Available
	PAINT COLOR	POLISHED ALUMINUM	No Image Available
	THREAD COLOR	MATCHING THREAD	No Image Available
	STITCH PATTERN	HORIZONTAL,2.5" STITCH	No Image Available
	GLIDE	STANDARD HARD GLIDE	No Image Available
	LEG MATERIAL/FINISH	WOOD LEG,CINDER	No Image Available
	GROMMET	NO GROMMET	No Image Available
	Frame Finish	Ash Super Matte Clear (SMFASH)	No Image Available
	Seat Depth Adjustment Option Selection	No Seat Depth Adjusment Upgrade	No Image Available
	Base Selection	Carpet Casters	No Image Available
	Fabric or Leather Upholstery Selection	Canter EPU Iron	No Image Available
	Headrest Selection	Partially Assembled	No Image Available
Seating	Seat Finish	5880 - SEAL	
	Back Finish	5880 - SEAL	
	Back Finish	59DD - GRADED IN PR. GRP. 4	No Image Available
	Seat Finish	59DD - GRADED IN PR. GRP. 4	No Image Available
	UPHOLSTERY	TRUFFLE	

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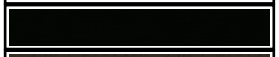
	UPHOLSTERY	LICORICE	
	ARMS	BLACK	
	Base Finish	VP03 - BLACK OAK	
Electrical	Power Finish	6527 - MERLE	

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY TITLE DATE

TEXAS WILSON
makingspaceswork

texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

UNIFORM CONDITIONS OF SALE

05/01/19 #104A

1. Prices quoted are valid for a period of thirty days (30) unless otherwise indicated.
2. Payments are due upon receipt. Customer agrees to pay Texas Wilson in full for any portion of the merchandise Customer has received. Merchandise held in Texas Wilson's warehouse over 25 days will be invoiced to the Customer.
3. Texas Wilson has the ability to charge interest on any past due invoice amounts at the highest rate permitted by applicable law. In the event that Texas Wilson retains legal counsel to collect any past-due payments, customer agrees to pay reasonable legal or collection fees, plus court costs and other disbursements required for the collection of past-due debt of Customer.
4. A customer representative must be present at time of delivery of goods to sign for and acknowledge count and condition of the merchandise being delivered. After delivery of merchandise all risk of loss or damage shall pass to the customer, including, but not limited to any loss or damage by weather, other trades, other person, customer, fire or other elements. The customer agrees to hold Texas Wilson harmless from loss for any and all reasons.
5. Orders may not be canceled once the manufacturer receives the order unless said manufacturer(s) agrees in writing to accept the cancellation.
6. Texas Wilson continually expedites orders and has influence with manufacturers' delivery schedules, however, we shall not be responsible for manufacturers' lead-times or freight companies' delivery time and shall not be liable for any failure delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. The Customer cannot cancel any order due to lead-time or delayed delivery unless we receive written authorization from the manufacturer.
7. Merchandise may not be returned for refund of purchase price, credit or replacement except upon the specific written approval of Texas Wilson.
8. Texas Wilson is not liable for any failure, delay or interruption in the performance of this contract, which may result due to causes beyond our control. Delays beyond our control shall not release the customer from their obligations to accept and pay for the merchandise.
9. Pricing for orders is based on shipping product direct to the location designated by the customer where it will be unloaded and installed by Texas Wilson, unless otherwise specified. If the product is diverted to Texas Wilson's warehouse, the cost of the additional handling may be passed on to the customer.
10. If a Customer is not ready to receive or accept the merchandise upon its arrival from the manufacturer, Texas Wilson will store it for a fee of 85 cents per square foot per month or portion thereof. The charge per square foot may be subject to change.
11. Installation, if applicable, will be performed during Texas Wilson's regular (non holiday) business hours and business days. If installation is required outside of these times, the Customer shall be required to pay Texas Wilson additional charges for this work.
12. Texas Wilson accepts no responsibility for the accuracy or practicality thereof, if the products and quantities are specified or inventoried by others.
13. All responsibilities involving medications of the building structure or electrical connection, which incorporates product specified herein, shall be borne by the Customer.
14. All new merchandise sold by Texas Wilson is warranted per manufacturer's stated warranty. If the merchandise is defective due to workmanship or material, Texas Wilson will either repair or replace the merchandise. The Customer must promptly notify Texas Wilson in writing of any claim with respect to defects in the merchandise by specifically noting the alleged defect in the merchandise and affording Texas Wilson and the manufacturer a reasonable opportunity to examine the merchandise and investigate the alleged defect. Under no circumstance shall Texas Wilson be liable for damage beyond the Purchase Price paid by Buyer for such defective merchandise.
15. Texas Wilson will warrant their shop services for a period of 12 months from date of delivery.
16. Texas Wilson carries all insurance coverage common to and considered necessary for the operation of a multi-line office furniture dealership. Certificates of Insurance will be provided upon request prior to contract. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge. Said cost of additional insurance is in no way included in the pricing on our proposals.
17. Title to and ownership of all merchandise is and shall remain in Texas Wilson's name, notwithstanding delivery or possession of the customer, until the entire invoice is paid in full.
18. This agreement shall be governed in accordance with the laws of the State of Texas.
19. This agreement contains all the forms, provisions, conditions and warranties of the purchase agreement and no extension, modification, amendment or assignment of this agreement shall be valid unless approved in writing by an officer of Texas Wilson.
20. The Uniform Conditions of Sale are subject to change at any time at the discretion of Texas Wilson Office Furniture & Services.
21. Credit card transactions will incur a 3% buyer convince fee.

This is to certify that I have read and hereby agree to the **Uniform Condition of Sale** as stated in this document.

SELLER: TEXAS WILSON Signature: _____

BUYER: _____ (Please Print Name): _____

Date: _____ (Please Print Title): _____

End of Exhibit A

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY TITLE DATE

EXHIBIT B

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.

TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

APRIL 17, 2020 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED **SEALED**, ELECTRONICALLY IN THE ION WAVE ELECTRONIC BIDDING SYSTEM OR OTHERWISE, BY FOREGOING DATE & TIME. EMAILING AND FAXING DOCUMENTS IS NOT A SEALED METHOD OF DELIVERY.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

RFP 200301 Furniture, Furnishings and Services

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: "Solicitation", "Bid", "Request for Proposal", "RFP", "Request for Competitive Sealed Proposal", "RCSP", or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLITICATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITITES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is 2%.

Term of Agreement and Renewals

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: "Furniture, Furnishings and Services #200301 – Proposing Vendor Question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL April 9, 2020 AT NOON Local Time.
Pre-Bid Meeting (Not Mandatory)
A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, March 19, 2020.
If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.
If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	**MARCH 5, 2020**	8:00 A.M. Local Time
Proposal Deadline	**APRIL 17, 2020**	3:00 P.M. Local Time
Proposal Opening	**APRIL 17, 2020**	3:00 P.M. Local Time
Proposal Review Begins	**APRIL 17, 2020**	3:01 P.M. Local Time
Proposal Review Ends	**MAY 15, 2020**	One (1) week prior to anticipated Award Date
Proposals Award	**MAY 22, 2020**	8:30 A.M. Local Time
Award Notifications	**MAY 22, 2020**	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

Pricing Models

Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"
"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing vendor may be applied.

Adding New or Replacement <u>Goods</u> <u>Items</u> During the Life of the Agreement

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See Pricing sheets 1.

Pay Careful Attention to This When Completing the Pricing spreadsheets.

Adding New or Replacement Services During the Life of the Agreement
Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See Pricing sheets 2.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation:

Markup on cost

Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.
It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:
When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.
Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost:
Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, them be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

This solicitation is seeking providers for:

Furniture, Furnishings and Services

Specifications and Pricing

It is the intention of Region 8 ESC to establish a contract with Vendor(s) for Furniture, Furnishings and Services. Awarded Vendor(s) shall perform covered services under the terms of this agreement.

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.

Proposals should include all listings of furniture, furnishings, and any related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED furniture, furnishings, and any related services. Hourly or other unit

pricing for services providing installation, repair, or maintenance to may be submitted. Accessories to support the furniture, furnishings, and any related services should be submitted.

Awarded vendor(s) shall perform covered services under the terms of this agreement.

Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same and/or price lists must accompany the proposal if a discount off catalog is proposed. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TIPS also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Vendors should submit all items and goods related to supplying furniture, furnishings, and any related services. Bidder should submit all applicable services for all types of furniture, furnishings, and any related services.

Value Added Pricing

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these "value added" prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of furniture, furnishings, and any related services that can be provided by the Vendor. Servicing of furniture or furnishings or any related service to support furniture or furnishings may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Additional Services:
Bidder should list in the Pricing Sheet 2 excel spreadsheet all related services, installation, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

NOTHING IN THIS SOLICITATION IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

Pricing Sheets 1 and 2 must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. **You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to**.

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)
DO NOT PROPOSE "PRICE TO BE DETERMINED" or "ON REQUEST". This method is not lawful to award by TIPS.

You must have unit pricing that can be applied to the needs of the customer.
Pricing Sheet 1 excel sheet
There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.
Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet
List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.
ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. **DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.**

Example: Proposed catalog, web or store price for an item is $10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as $9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Service Incidental to the Sale of Goods
Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms.

PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services**; (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services**; (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.

4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services**; (10) point weight. **Points will be assigned to this criterion based on your answer to the Attribute entitled "Long Term Cost Evaluation Criterion"** of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, **except when justified by supporting documentation**, you are awarded 10 points; if 6% to 14%, **except when justified by supporting documentation**, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. TIPS is the sole arbiter of what constitutes "**justified by supporting documentation**".
5. **Extent to which the Goods or Services meet the Needs**: (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.
6. **Vendor's Past Relationship**: (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points.
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses**: (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute entitled "Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms" and the attribute that immediately follows, if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience**: 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: 0 point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    A. has its principal place of business in this state; or
    B. employs at least 500 persons in this state.

Federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

About TIPS

It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an "as needed" basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: http://www.tips-usa.com/assets/documents/docs/membership.pdf
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with "high performance" vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals

that require responses to be made to individual entities.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase toTIPS.
- NOTE: It is always the vendor's responsibility under the TIPS agreement to report all sales under the agreement to TIPS.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Responses submitted must be sealed. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.

6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.
TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods are services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and it members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the "Attachments" tab. Felony conviction notice document must be uploaded to the "Response Attachments" FELONY CONVICTION NOTICE section.

References
The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" REFERENCES section.

Resellers/Dealers
Vendors with Resellers/Dealers must provide the Resellers/Dealers document from the "Attachments" section, complete and uploaded to the "Response Attachments" RESELLERS/DEALERS section.

Vendor Certifications
Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the "Response Attachments"

D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities' policies.

Vendor Agreement
Vendor Agreement must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form
Agreement Signature Form must be downloaded from the "Attachments" section, completed, signed, scanned and uploaded to the "Response Attachments" AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)
Warranty documentation should be scanned and uploaded to the "Response Attachments" WARRANTY section.

Protest Procedure
If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:
http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Supplementary Catalogs and Information if Applicable
Supplementary Catalogs and Information documentation should be scanned and uploaded to the "Response Attachments" SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer's complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities**: Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement -** The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands –** If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A "catalog" is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded

vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.

11. **LIMITATION OF LIABILITY – Waiver**: BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
12. **RESERVATION OF RIGHTS -** TIPS expressly reserves the right to:
    a) Reject or cancel any or all proposals;
    b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
    c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
    d) Reissue a SOLICITATION;
    e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
    f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
    g) **This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**

The Interlocal Purchasing System
Participation Detail as of 5/18/2020 03:14:55 PM (CT)

Bid Information

Bid Creator	Sarah Reynolds Deputy General Counsel/Contract Management
Email	sarah.reynolds@tips-usa.com
Phone	903 (575) 2673
Fax	
Bid Number	200301
Title	Furniture, Furnishings and Services
Bid Type	RFP
Issue Date	3/5/2020 08:01 AM (CT)
Close Date	4/24/2020 03:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
1 Stop Electronics Center Inc	Brooklyn, NY	03/05/2020			
1st Choice Restaurant Equipment & Supply LLC	San Antonio, TX		Viewed	04/01/2020	
1st Class Solutions	Lubbock, TX	03/05/2020	Submitted	04/13/2020	04/13/2020
2TAC Corporation	Corona, CA	03/05/2020	Viewed	04/21/2020	
3B Scientific	Tucker, GA		Viewed	04/14/2020	
3BRANCH PRODUCTS INC	Northbrook, IL		Submitted	04/15/2020	04/15/2020
3MB Interior Plus	Sugar land, TX	03/05/2020			
9to5 Seating (D3, Inc.)	Hawthorne, CA	03/05/2020			
9to5 Seating LLC	Hawthorne, CA		Submitted	04/13/2020	04/13/2020
A Bargas and Associates LLC	San Antonio, TX	03/05/2020	Submitted	04/06/2020	04/06/2020
A Light Construction	Dallas, TX		Viewed	04/10/2020	
A Team Office Products Inc	Doral, FL	03/05/2020	Submitted	04/14/2020	04/14/2020
AAA Business Supplies & Interiors	San Francisco, CA	03/05/2020			
Aarco Products, Inc.	Yaphank, NY		Submitted	04/22/2020	04/22/2020
AB and D Furniture Mfg (AB&D Furniture Mfg,)	Homewood, IL	03/05/2020	Submitted	03/27/2020	03/27/2020
AB Martin Services, Inc.	Tontitown, AR	03/05/2020			
ABS FACILIITES MANAGEMENT (kRIS- MAR MANAGEMENT ASSO)	Warren, NJ	03/05/2020			
ACADEMIA FURNITURE INDUSTRIES	WOOD RIDGE, NJ	03/05/2020	Submitted	04/13/2020	04/13/2020
ACP Direct (Affordable Computer Products, Inc.)	Dallas, TX	03/05/2020			
Ad Specialty Products	Boynton Beach, FL	03/05/2020			
ADD SOME CLASS	Penryn, CA	03/05/2020			
Admiral Express (Admiral Express, Inc.)	Broken Arrow, OK	03/05/2020			
Advanced Technologies Consultants	Northville, MI	03/05/2020			
Advantage Office Products LLC	Benbrook, TX	03/05/2020			
Advantage Supply	Fort Worth, TX	03/05/2020	Viewed	04/20/2020	
AFFLINK, LLC	Tuscaloosa, AL		Submitted	04/16/2020	04/16/2020
Affordable Interior Systems Inc	Leominster, MA	03/05/2020	Submitted	04/15/2020	04/15/2020
Agati Furniture	Chicago, IL	03/05/2020	Submitted	04/17/2020	04/17/2020
Agro Solutions Center Inc	Plantation, FL	03/05/2020	Submitted	04/17/2020	04/17/2020
AIMCO Equipment Company LLC	Little Rock, AR		Submitted	04/10/2020	04/10/2020
Alamo Classroom Solutions (PDG Industries)	San Antonio, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
Alges Corporation	Bloomington, MN	03/05/2020			
All Makes Office Equipment Co.	Omaha, NE	03/05/2020	Viewed	03/05/2020	
Alle Designs LLC	Amherst, NY	03/05/2020	Submitted	04/03/2020	04/03/2020
Allied Plastics Co Inc	Jacksonville, FL	03/05/2020	Submitted	04/22/2020	04/22/2020
Alumni Classroom Furniture	Waterloo, ON	03/05/2020	Submitted	04/17/2020	04/17/2020
Amass Solutions LLC	Houston, TX	03/05/2020			
Ambient Air Systems LLC	Brownsville, TX	03/05/2020			
Amcase, Inc.	Winston-Salem, NC	03/05/2020			
American Contract Furniture LLC	Boerne, TX	03/05/2020			
American Interior Resources, Inc. (The locker lady)	Union, NJ	03/05/2020			
American Paper & Twine Co.	Nashville, TN	03/05/2020	Viewed	03/15/2020	
AMERICAN SEATING COMPANY (Wilfore)	Grand Rapids, MI	03/05/2020			

American Trading Company (African Holding Company)	Bristol, PA	03/05/2020			
AMTAB MANUFACTURING CORPORATION	Bensenville, IL	03/05/2020	Submitted	04/13/2020	04/13/2020
Anatomical Worldwide DBA Anatomy Warehouse	evanston, IL		Submitted	04/21/2020	04/21/2020
Anderson Audio Visual (Anderson Audio Visual - Texas, LLC)	Dallas, TX	03/05/2020			
AOBI, LLC	Plano, TX	03/05/2020			
Apex Flooring Services	plano, TX		Viewed	04/14/2020	
Applied Educational Furniture and Supplies (Ash Enterprises, LLC)	Bossier City, LA	03/05/2020			
Arcadia Chair Company	La Palma, CA	03/05/2020	Viewed	03/06/2020	
Arconas (Arconas Corporation)	Mississauga, ON	03/05/2020	Submitted	04/09/2020	04/09/2020
Arkansas Office Products (Pawloski)	Jacksonville, AR	03/05/2020	Submitted	03/06/2020	03/06/2020
Arnold & Associates Interiors Inc (Arnold & Associates Interiors)	Baton Rouge, LA	03/05/2020	Viewed	03/05/2020	
ASI Southeast Inc.	Eastanollee, GA		Viewed	03/16/2020	
Asset Services, Inc.	Overland Park, KS		Viewed	03/30/2020	
Atriadi (EB Display Co Inc)	Massillon, OH	03/05/2020			
Audio Visual Technologies Group, inc. (Acerra Technologies. Inc.)	Stafford, TX	03/05/2020			
Aurora Storage Products, Inc.	Aurora, IL	03/05/2020			
B&H OFFICE SOLUTIONS (B&H Total Office Solutions, inc.)	Southlake, TX	03/05/2020			
Barnett Furniture Solutions, Inc.	San Antonio, TX	03/05/2020			
Batesville Furniture (Best Furniture In Town, Inc)	batesville, AR	03/05/2020			
BCI Libraries (BCI EUROBIB USA)	Ramsey, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
Beaufurn LLC	Advance, NC		Submitted	04/24/2020	04/24/2020
Beckers School Supplies (Charles J Becker & Bro. Inc.)	Pennsauken, NJ	03/05/2020	Unsubmitted	03/11/2020	
Berco Furniture Solutions (Fairway Holdings)	St Louis, MO	03/05/2020	Submitted	03/26/2020	03/26/2020
Berger Transfer & Storage	Fort Worth, TX	03/05/2020	Viewed	03/06/2020	
Beshears Construction Inc	Fort Smith, AR	03/05/2020			
Best Buy For Business (Best Buy Stores, L.P.)	Richfield, MN	03/05/2020	Submitted	04/10/2020	04/10/2020
Best In Class School Supplies (Pala Supply Company, Inc)	Lubbock, TX		Viewed	04/20/2020	
Bhatt Commercial, Inc. (Lee Office Solutions)	Houston, TX	03/05/2020			
Biblo Xpo	Dallas, TX		Submitted	04/17/2020	04/17/2020
Biblomodel (Escato Corporation)	Dallas, TX	03/05/2020			
BidPrime	Austin, TX		Viewed	03/12/2020	
Big Bend Restaurant Supply	TALLAHASSEE, FL	03/05/2020			
BIG TEX XPRESS LLC	Hallsville, TX		Viewed	04/06/2020	
Bincworks Inc	Orlando, FL	03/05/2020			
BioFit Engineered Products Limited Partnership	Bowling Green, OH		Submitted	04/22/2020	04/22/2020
BJ's Park & Recreation Products (K Hanes Incorporated)	Magnolia, TX	03/05/2020	Viewed	04/17/2020	
bkm Total Office of Texas, LLC	Dallas, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
Bluespace Interiors (Office Solutions Business Products & Services, LLC)	Yorba Linda, CA	03/05/2020			
BMS, LLC	Minden, LA	03/05/2020	Submitted	04/17/2020	04/17/2020
Borgo Contract Seating (Borgo Upholstery Ltd.)	Toronto, ON	03/05/2020	Submitted	04/17/2020	04/17/2020
Boss Design	High Point, NC		Submitted	04/22/2020	04/22/2020
Brame Specialty Company	Durham, NC		Viewed	03/05/2020	
Bray Sheet Metal Company	Little Rock, AR		Viewed	04/22/2020	
Brenham Office Supply (Xpress Office Products, Inc.)	Brenham, TX	03/05/2020			
Bretford Manufacturing, Inc.	Franklin Park, IL	03/05/2020			
BRODART CO	WILLIAMSPORT, PA	03/05/2020	Submitted	04/14/2020	04/14/2020
Built for Dreams, Inc.	Lubbock, TX	03/05/2020			
Bulte Company	St. Louis, MO	03/05/2020			
Burris, Inc.	Russellville, AR	03/05/2020	Viewed	04/07/2020	
Busch Systems International Inc.	Barrie, ON	03/05/2020			
Bush Industries, Inc.	Jamestown, NY	03/05/2020			
Business Furniture Inc.	Elizabeth, NJ	03/05/2020			
Butler Business PRoducts	Houston, TX	03/05/2020			
Buzz Seating Inc	Cincinnati, OH	03/05/2020	Submitted	04/17/2020	04/17/2020
C and R Seating Inc	Athens, TX	03/05/2020			
Cabot Wrenn (Hancock and Moore, LLC)	Hickory, NC	03/05/2020	Submitted	04/17/2020	04/17/2020

Calloway House (DIG Family Business)	Lancaster, PA	03/05/2020			
Camcor, Inc.	Burlington, NC	03/05/2020			
Cape Contract Furniture Inc.	Concord, ON	03/05/2020	Unsubmitted	04/13/2020	
Care First Medical, INc.	El Paso, TX	03/05/2020			
Carolina Biological Supply Company	Burlington, NC	03/05/2020	No Bid	03/05/2020	03/05/2020
Carroll Seating Company, Inc.	Elk Grove Village, IL	03/05/2020			
Carroll's Discount Office Furniture	Houston, TX	03/05/2020			
Cascade School Supples	North Adams, MA	03/05/2020	Submitted	04/20/2020	04/20/2020
Catalyst PR	CONROE, WI	03/05/2020			
Cavener's Library & Office Supplies	Nevada, MO	03/05/2020			
CEF (Custom Educational Furnishings, LLC (CEF))	Swannanoa, NC	03/05/2020			
Challenge Office Products	Houston, TX	03/05/2020	Unsubmitted	03/05/2020	
Champion Construction	cedar hill, TX	03/05/2020			
Chandies Cleaning Service	Cookville, TX		Viewed	03/10/2020	
Checkpoint Services Inc	El Paso, TX	03/05/2020			
Choice Consulting, LLC	College Station, TX		Unsubmitted	04/02/2020	
Christopher Glass and Aluminum	Elmhurst, IL		Viewed	04/05/2020	
CIELO OFFICE PRODUCTS	MCALLEN, TX	03/05/2020	Viewed	03/05/2020	
ciprian ventures , LLC (offic liquidation center)	dallas, TX	03/05/2020			
Clairdge Products and Equipment, Inc.	Garrusib, AR		Submitted	04/22/2020	04/22/2020
Clear Design (Evoque Group LLC)	San Antonio, TX	03/05/2020			
ClimaGuard	Sugar Land, TX	03/05/2020			
CMP Consulting (CMP Consulting, LLC)	Davenport, IA	03/05/2020	Viewed	03/05/2020	
CNC Pro Audio Video	Sulphur Springs, TX	03/05/2020			
CNW Merchandising	tioga, TX	03/05/2020			
Colecraft Commercial Furnishings (Eminence Group)	Jamestown, NY	03/05/2020	Submitted	04/13/2020	04/13/2020
Colemans Office and School Products	Conway, AR	03/05/2020			
Columbia Mfg Inc	Westfield, MA	03/05/2020	Submitted	04/14/2020	04/14/2020
Computer Comforts Inc (Computer Comforts, Inc.)	Kemah, TX	03/05/2020	Submitted	04/24/2020	04/24/2020
Conference Technologies iNC	Maryland Heights, MO	03/05/2020			
Contract Furniture Alliance, Inc	Knoxville, TN	03/05/2020			
Contract Furniture Company	Palos Verdes Estates, CA	03/05/2020			
Control Systems Solutions, Inc.	Houston, TX	03/05/2020			
Convergence Technologies	Russellville, AR	03/05/2020			
Core Business Interiors	FRESNO, CA	03/05/2020	Submitted	04/14/2020	04/14/2020
Corona Group Inc	Birmingham, AL	03/05/2020			
Correll, Inc. (Latta)	Charleston, AR	03/05/2020	Submitted	04/15/2020	04/15/2020
Cortech	Willowbrook, IL		Submitted	04/17/2020	04/17/2020
Cousins Office Furniture (J & R Office Furniture, Inc.)	Conway, AR	03/05/2020			
Covington Commercial Furniture (Best Furniture In Town, Inc)	batesville, AR	03/05/2020			
CPM DESIGN LLC	Brownsville, TX	03/05/2020			
Cramer LLC	Kansas City, MO	03/05/2020	Submitted	04/16/2020	04/16/2020
Creative Arts Unlimited, Inc.	pinellas park, FL	03/05/2020			
Creative Wood Products	Oakland, CA	03/05/2020			
Crescent Parts & Equipment	St. Louis, MO		Viewed	04/13/2020	
Cumulus Global (Horizon Info Services, LLC)	Westborough, MA	03/05/2020			
Cuna Supply LLC	Bellaire, TX	03/05/2020			
CUSTOM EDUCATIONAL FURNISHINGS	Taylorsville, NC	03/05/2020	Submitted	03/30/2020	03/30/2020
Cy Young Industries Inc	Lenexa, KS	03/05/2020			
Cytek Media Systems, Inc. (Alan Apel)	Topeka, KS	03/05/2020			
D-1 Services LLC	Little Rock, AR	03/05/2020			
Dailey Solutions	FLOWER MOUND, TX	03/05/2020	Submitted	03/13/2020	03/13/2020
Dallas Midwest, LLC	Dallas, TX	03/05/2020			
DandR Corp	indianapolis, IN	03/05/2020			
DARRAN Furniture (DARRAN Furniture Industries, Inc)	High Point, NC	03/05/2020	Submitted	04/09/2020	04/09/2020
DasNet Corporation	Holbrook, NY	03/05/2020			
Datum Storage Solutions (Datum Filing Systems, Inc)	Emigsville, PA	03/05/2020	Submitted	04/17/2020	04/17/2020
DBISP, LLC (DBISP LLC)	Indianapolis, IN	03/05/2020			
DC Interiors (Darlene Casias Ineriors LP)	San Antonio, TX	03/05/2020			
DCI, Inc.	Lisbon, NH		Submitted	04/17/2020	04/17/2020
Demco Inc	Madison, WI	03/05/2020	Submitted	04/06/2020	04/06/2020

Depco Enterprises, LLC	Pittsburg, KS	03/05/2020			
Design Furniture and Lab Systems	ARLINGTON HEIGHTS, IL	03/05/2020			
DeskMakers	Commerce, CA	03/05/2020	Submitted	04/20/2020	04/20/2020
DG Martin and Associates	Fayetteville, AR	03/05/2020	Submitted	04/07/2020	04/07/2020
DiaMedical USA Equipment LLC	West Bloomfield, MI	03/05/2020	Submitted	04/17/2020	04/17/2020
Direct Solutions	Livingston, TX	03/05/2020			
Discount Imaging Cartridge on Wheels Tech Assurance (Discount Imaging Franchise Corp.)	Monroe, LA	03/05/2020			
Diversified Metal Fabricators, Inc.	SMITHVILLE, MO	03/05/2020	Submitted	04/10/2020	04/10/2020
Diversified Woodcrafts, INC	Suring, WI	03/05/2020	Viewed	04/14/2020	
Dixie Paper Company Inc.	Tyler, TX	03/05/2020			
DMI Technologies Inc	Ft Worth, TX		Viewed	04/16/2020	
Don's Supply	Little Rock, AR		Viewed	04/02/2020	
Douron, Inc	owings mills, MD	03/05/2020			
DreamSeats LLC (DreamSeat)	Commack, NY	03/05/2020	Submitted	04/23/2020	04/23/2020
DSI Industries Inc (OFGO)	Concord, ON	03/05/2020	Submitted	04/08/2020	04/08/2020
Dude's Music (Dude's Incorporated)	McKinney, TX	03/05/2020			
Dunhill Development and Construction, LLC	Houston, TX		Viewed	04/20/2020	
DVO-USA INC.	Paramus, NJ	03/05/2020			
E Logic Inc	Washington, DC	03/05/2020			
Eagle One Products (Golf Supply House USA, Inc.)	Anaheim, CA	03/05/2020	Viewed	03/06/2020	
East End Transfer & Storage Inc	Houston, TX		Viewed	03/26/2020	
ECA by Dekko (Premier Manufacturing Group)	Shelton, CT	03/05/2020	Submitted	04/17/2020	04/17/2020
ECFS, LLC	Tomball, TX	03/05/2020			
Ecologic Industries	Waukegan, IL		Submitted	04/23/2020	04/23/2020
EDC moving Systems (Electronic Data Carriers)	Austin, TX	03/05/2020			
Educators Depot Inc	Sugar Land, TX	03/05/2020	Submitted	04/14/2020	04/14/2020
Efficient Facilities International	Grapevine, TX	03/05/2020			
eko contract (Trearc Brands Inc.)	Cleveland, TN	03/05/2020	Submitted	04/12/2020	04/12/2020
Elan Moyal	Oakland, CA	03/05/2020			
ELB US Inc	Pleasanton, CA	03/05/2020	Submitted	04/17/2020	04/17/2020
Elkay Sales Inc (Elkay Interior Systems)	Milwaukee, WI		Submitted	04/17/2020	04/17/2020
Elontec	Phoenix, AZ	03/05/2020			
ElstonAire Inc.	desoto, TX	03/05/2020			
Emeco Industries Inc	Hanover, PA	03/05/2020	Submitted	04/07/2020	04/07/2020
EMID Design Group (G3 Development Company)	Fresno, CA	03/05/2020			
Emtec Inc	Jacksonvile, FL	03/05/2020			
Enterprise Systems Corporation	Houston, TX	03/05/2020			
ERG INTERNATIONAL (ERGONOM CORPORATION)	Oxnard, CA	03/05/2020	Submitted	04/16/2020	04/16/2020
Ergogenesis Workplace Solutions LLC	Navasota, TX	03/05/2020			
Ergonomic Comfort Design	Corona, CA	03/05/2020			
Ernie Morris Enterprises Inc	Bushnell, FL	03/05/2020	Submitted	04/15/2020	04/15/2020
ESI Ergonomic Solutions	Mesa, AZ	03/05/2020	Submitted	04/13/2020	04/13/2020
Evo Business Environments	Little Rock, AR	03/05/2020	Viewed	03/12/2020	
Evolution Mechanical	Dallas, TX	03/05/2020			
Executive Wood Products, Inc	Sullivan, MO	03/05/2020			
Facilities Connection Inc	El Paso, TX	03/05/2020			
Facilities Resource, Inc	Austin, TX	03/05/2020			
Facility Planners Inc.	Nashville, TN		Viewed	04/13/2020	
Facility Solutions Plus (BLMS Facility Solutions Plus Inc.)	Houston, TX	03/05/2020			
Falcon, Thonet & Shelby Williams (Commercial Furniture Group, Inc)	Newport, TN	03/05/2020	Submitted	04/17/2020	04/17/2020
FE Hale Manufacturing (F. E. Hale Manufacturing)	Frankfort, NY	03/05/2020	Submitted	04/13/2020	04/13/2020
Firmins Office City	Mt Pleasant, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
Fisher Science Education (Fisher Scientific Company, LLC)	Hanover Park, IL	03/05/2020	Unsubmitted	03/09/2020	
Fixture Zone Inc.	Phoenix, AZ	03/05/2020			
FLATT STATIONERS	Mexia, TX	03/05/2020			
Fleetwood Group	Holland, MI	03/05/2020	Submitted	04/16/2020	04/16/2020
Florida Seating inc	Clearwater, FL	03/05/2020	Submitted	04/13/2020	04/13/2020
fluidconcepts (Fluidconcept & Design Inc.)	Concord, ON	03/05/2020	Submitted	04/16/2020	04/16/2020
Flynco, Inc.	Little Rock, AR	03/05/2020			
Fomcore LLC	Muskegon, MI	03/05/2020	Submitted	04/22/2020	04/22/2020

Forever Blossom, LLC	Houston, TX	03/05/2020			
Formaspace (Formaspace LP)	Austin, TX	03/05/2020	Submitted	03/05/2020	03/05/2020
Fortior Development LLC	Dallas, TX		Viewed	03/24/2020	
Friant and Associates	San Leandro, CA	03/05/2020	Submitted	04/17/2020	04/17/2020
Frövi North America Inc.	Toronto, ON		Submitted	04/17/2020	04/17/2020
FSIoffice (Forms And Supply, Inc.)	Charlotte, NC	03/05/2020	Submitted	04/16/2020	04/16/2020
Function 4	Sugar Land, TX	03/05/2020	Submitted	03/27/2020	03/27/2020
Furniture by William Webb	Carrollton, TX	03/05/2020			
Furniture Lab (Rapp Productions, Inc.)	Carrboro, NC	03/05/2020	Submitted	04/17/2020	04/17/2020
G & S Office Designs (G & S Office Supply, Inc)	Laredo, TX	03/05/2020			
G.L. Seaman & Company	Carrollton, TX	03/05/2020	Viewed	03/05/2020	
Gateway Printing and office Supply Inc	San Antonio, TX	03/05/2020	Submitted	03/19/2020	03/19/2020
Gavco Furniture (Family Endurance Corporation)	Kent, WA		Submitted	04/24/2020	04/24/2020
General Contractor Services, Inc.	Houston, TX	03/05/2020			
General Electric Company (GE Appliances)	Louisville, KY	03/05/2020			
GL Seaman & Company	Carrollton, TX	03/05/2020			
Global Furniture Group (Global Industries, Inc.)	Marlton, NJ	03/05/2020	Submitted	04/14/2020	04/14/2020
Global GovEd (PCMG, Inc. dba Global GovEd)	Dayton, OH	03/05/2020			
GLOBAL INDUSTRIAL	Port Washington, NY	03/05/2020	Submitted	04/16/2020	04/16/2020
Global Merchandising59 and Associates LLC	Atlanta, GA	03/05/2020			
GMi Companies	Lebanon, OH	03/05/2020	Submitted	04/16/2020	04/16/2020
GN Associates Inc	Metairie, LA	03/05/2020	Submitted	04/14/2020	04/14/2020
Goddess Products, Inc.	North Little Rock, AR	03/05/2020			
Gopher Sport, Gopher Performance, Moving Minds, Play w/ a Purpose, STEM Supplies (The Prophet Corporation)	Owatonna, MN	03/05/2020	Unsubmitted	03/05/2020	
Gordon International (Arthur Gordon Associates)	Freehold, NY	03/05/2020			
Gov 6 Corp	Indianapolis, IN	03/05/2020			
Government Leasing LLC	Colorado Springs, CO	03/05/2020			
Government Supply Services	El Dorado, AR	03/05/2020			
Granchelli Construction, LLC (Granchelli Construction LLC)	McAllen, AL	03/05/2020			
Grand Rapids Chair Company	Grand Rapids, MI	03/05/2020			
GREENSCAPES SIX, LLC	BAYTOWN, TX		Viewed	04/15/2020	
Gressco Ltd	Waunakee, WI	03/05/2020	Submitted	03/13/2020	03/13/2020
Groupe Lacasse LLC	Chicago, IL	03/05/2020			
Guard - All Building Solutions Manufacturing LLC	Dallas, TX		Viewed	04/20/2020	
Gulf Coast Audio	Beaumont, TX	03/05/2020			
GV Pro Tables (GV Pro LLC)	Waunakee, WI	03/05/2020			
Hann Manufacturing Inc	Malta, OH		Submitted	04/22/2020	04/22/2020
Harris Office Furniture Co., Inc.	Roanoke, VA	03/05/2020			
Haskell Office LLC	Bala Cynwyd, PA	03/05/2020	Submitted	04/09/2020	04/09/2020
Hatch Inc	Winston-Salem, NC	03/05/2020			
HCONE International IMPEX LLC	houston, PA		Viewed	03/10/2020	
Hekman Contract	Zeeland, MI	03/05/2020	Submitted	03/18/2020	03/18/2020
Henderson Recreation Equipment Limited	Simcoe, ON	03/05/2020			
Hercules Relocation LLC	Irving, TX	03/05/2020			
Herries Consulting	Frisco, TX	03/05/2020			
Hertz Furniture Systems LLC	Ramsey, NJ	03/05/2020	Submitted	04/03/2020	04/03/2020
HGI Facility Management (HGI, LLC)	Harahan, LA	03/05/2020			
HHM Facility Management, LLC	Branson, MO	03/05/2020			
Hi5 Furniture Inc	Riverside, MO	03/05/2020	Submitted	04/16/2020	04/16/2020
Hickory Contract ((formerly Hickory Leather Co) Meghan Blake Industries Inc)	Vale, NC	03/05/2020			
High Point Furniture Industries Inc (High Point Furniture Industries, Inc.)	High Point, NC	03/05/2020	Submitted	04/14/2020	04/14/2020
Highmark (Highmark Smart, Reliable Seating, Inc.)	Huntington Beach, CA	03/05/2020			
Hire Thinking, LLC d/b/a Advantage xPO (Hire Thinking, LLC)	Chicago, IL		Viewed	03/10/2020	
Holland Bar Stool	Holland, MI	03/05/2020			
HOMEVISION TECHNOLOGY INC.	MARKHAM, ON	03/05/2020			
Honore Office Products inc.	Dallas, TX	03/05/2020	Viewed	04/17/2020	
Hopson Project Services	Houston, TX	03/05/2020			
Hubble-Mitchell Interiors	Bryant, AR	03/05/2020			
Hudson Building Systems	Houston, TX	03/05/2020			
ID Collaborative	Greensboro, NC	03/05/2020			

Ideas Concepts and Solutions	Bauxite, AR	03/05/2020			
IDG Services, Inc	Richardson, TX	03/05/2020			
IGIW Sales & Edu	Friendswood, TX	03/05/2020			
Indeco Sales	Belton, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
Indiana Furniture (Indiana Furniture Industries, Inc.)	Jasper, IN	03/05/2020	Submitted	04/15/2020	04/15/2020
Indoff (Indoff Inc.)	St. Louis, MO	03/05/2020	Submitted	04/23/2020	04/23/2020
Industrial Education Solutions LLC	Austin, TX	03/05/2020	No Bid	03/05/2020	03/09/2020
Innerplan Office Interiors (Innerplan, Inc.)	North Little Rock, AR	03/05/2020	Submitted	04/17/2020	04/17/2020
Innovative Library Interiors	Albuquerque, NM	03/05/2020	Submitted	04/15/2020	04/15/2020
Innovative Office Products LLC	Easton, PA	03/05/2020	Submitted	04/16/2020	04/16/2020
Integra Seating (Integra, Inc.)	Walworth, WI	03/05/2020	Submitted	04/17/2020	04/17/2020
Integrity Interior Solutions	Kent, WA	03/05/2020			
Integrity Resources inc.	Weatherford, TX	03/05/2020			
Intelligent Interiors Inc	Addison, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
Intensa, Inc.	High Point, NC	03/05/2020			
Interior Elements, LLC	Ridgeland, MS	03/05/2020	Submitted	04/12/2020	04/12/2020
Interior Environments	Denver, CO		Viewed	04/02/2020	
Interior Resources Group (Texas Interior Resources LLC)	Dallas, TX	03/05/2020			
International Commerce & Marketing Corp (International Commerce & Marketing)	MILWAUKEE, WI	03/05/2020			
Interstuhl	Chicago, IL	03/05/2020	Viewed	04/21/2020	
Interworld Highway, LLC	Long Branch, NJ	03/05/2020			
IOF Business Furniture MFG	mississauga, ON	03/05/2020	Submitted	04/15/2020	04/15/2020
IQ Total Source (IQ Total Source LLC)	Houston, TX	03/05/2020			
Ironwood Manufacturing, Inc.	Missoula, MT		Submitted	04/22/2020	04/22/2020
ITsavvy	Addison, IL	03/05/2020			
izzy+ (JSJ Furniture Corporation)	Spring Lake, MI	03/05/2020			
J and S Equipment Co (C&C Distributing Co. Inc.)	Richardson, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
J R INC	Universal City, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
Jasper Group (JSI, Community and Jasper Desk) (Jasper Seating Company, Inc.)	Jasper, IN	03/05/2020	Submitted	04/13/2020	04/13/2020
JAY S STANLEY and ASSOCIATES INC	North Little Rock, AR	03/05/2020			
JKaiser Workspaces (Kaiser Business Interiors)	Tucson, AZ	03/05/2020			
JMJS, Inc. (COE Distributing)	Smock, PA		Submitted	04/22/2020	04/22/2020
John R Green Company (Green Group Enterprise)	Covington, KY	03/05/2020			
Jonti-Craft	Wabasso, MN	03/05/2020			
JOSSY GOOD NEWS COMPANY LLC	HOUSTON, TX	03/05/2020			
JourneyEd.com, Academic Superstore, Digital River Educational Services, HiEd, Computize (JourneyEd.com Inc)	Plano, TX	03/05/2020			
JPJ Construction (JPJ General Contractor, LLC)	Quitman, TX	03/05/2020			
KANSAS CITY AUDIO VISUAL	KANSAS CITY, MO	03/05/2020			
Kaplan Early Learning Company	Lewisville, NC	03/05/2020	Submitted	04/03/2020	04/03/2020
Kay Twelve LLC	Columbus, OH	03/05/2020			
Keeper Goals: A Division of Demand and Precision Parts	Butler, WI		Unsubmitted	03/17/2020	
Keilhauer (Keilhauer Ltd)	Toronto, ON	03/05/2020	Submitted	04/08/2020	04/08/2020
Kirby Restaurant and Chemical Supply (Tombell Corporation)	Longview, TX	03/05/2020			
kitsap office furniture inc	silverdale, WA	03/05/2020			
K-Log Inc	Zion, IL	03/05/2020	Submitted	03/06/2020	03/06/2020
Kore Design LLC	Brooklyn, NY	03/05/2020			
Krueger International Inc	Green Bay, WI	03/05/2020	Submitted	04/08/2020	04/08/2020
Krug Inc	Kitchener, ON	03/05/2020	Submitted	04/16/2020	04/16/2020
Kurtz Bros. (Kurtz Bros., Inc.)	Clearfield, PA	03/05/2020	Viewed	03/05/2020	
La Z Boy Contract Furniture Knú Contract (KNU, LLC)	Ferdinand, IN	03/05/2020	Submitted	04/16/2020	04/16/2020
Labscape	Ramsey, NJ	03/05/2020	Submitted	04/16/2020	04/16/2020
Lacys Welding LLC	Harrisburg, AR	03/05/2020			
LAHARPES OFFICE FURNITURE	LITTLE ROCK, AR	03/05/2020	Submitted	04/17/2020	04/17/2020
laharpe's office furniture	Little Rock, AR	03/05/2020			
Lakeshore Learning Materials (Lakeshore Equipment Company)	Carson, CA	03/05/2020	Submitted	04/15/2020	04/15/2020

Landpride	Fort Worth, TX		Viewed	03/18/2020	
lasalle printing and office supply (triple c printing)	jena, LA	03/05/2020			
Latson's Office Solutions, Inc.	Sulphur Springs, TX	03/05/2020			
Ledwell Office Solutions (LEDWELL & SON ENTERPRISES)	TEXARKANA, TX	03/05/2020	Submitted	04/10/2020	04/10/2020
Leland International (Leland International, Inc)	Grand Rapids, MI	03/05/2020			
Lesro Indutries, Inc.	Bloomfield, CT	03/05/2020	Submitted	04/16/2020	04/16/2020
LetourneauKeller (Letourneau Interests, Inc.)	Houston, TX	03/05/2020			
LIAT	Troutman, NC	03/05/2020	Submitted	04/15/2020	04/15/2020
Library Furniture International	Northbrook, IL	03/05/2020	Submitted	03/17/2020	03/17/2020
Libra-Tech Corporation	Argyle, TX	03/05/2020	Submitted	04/08/2020	04/08/2020
LightCorp (Light Corp.)	Grand Haven, MI	03/05/2020	Viewed	03/05/2020	
Limitless Office Products (Limitless products LLC)	Richardson, TX	03/05/2020			
Linea Italia INC	New Braunfels, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
List Industries	Deerfield Beach, FL	03/05/2020			
living spaces furniture	batesville, AR	03/05/2020			
LMC Corporation (Lee Construction and maintenance Company)	Houston, TX	03/05/2020			
LocusUSA (Locus Diagnostics LLC)	WEST MELBOURNE, FL		Viewed	04/20/2020	
Loftwall, Inc	Dallas, TX	03/05/2020	Viewed	03/05/2020	
Lone Star Furnishings LLC	Carrollton, TX	03/05/2020	Submitted	04/13/2020	04/13/2020
Lost Bwana Outfitters, Inc (LBO Furnishings)	Boca Raton, FL	03/05/2020			
Louisiana Office Solutions, Inc (LOSCO, Inc.)	Baton Rouge, LA	03/05/2020			
Lous Cajun Creole	Pittsburg, TX	03/05/2020	Viewed	03/10/2020	
Lowery McDonnell Co.	Wood dale, IL	03/05/2020			
Lubbock: Hobart Service Office	Lubbock, TX		Viewed	04/02/2020	
Luxury Goods Company LLC.	Cypress, TX	03/05/2020			
M1 Healthcare Solutions, LLC	Clarksville, AR	03/05/2020			
Maglin Site Furniture	Denver, CO	03/05/2020			
Mannington Commercial (Mannington Mills, Inc)	Calhoun, GA		No Bid	04/09/2020	04/20/2020
MANS DISTRIBUTORS	Carrollton, TX	03/05/2020	Submitted	04/17/2020	04/17/2020
Marco Group, Inc	Neosho, MO		Submitted	04/16/2020	04/16/2020
Marco Lighting Components, Inc.	CHICAGO, IL	03/05/2020			
MARGEN DESIGNS	SEAFORD, NY	03/05/2020			
Marsh Waterproofing Inc.	Vidor, TX		Viewed	04/06/2020	
Martins Office Supply Inc	Granbury, TX	03/05/2020	Submitted	03/19/2020	03/19/2020
Marvel (The Marvel Group)	Chicago, IL	03/05/2020			
Massey Construction, LLC	Little Rock, AR	03/05/2020			
Maxi Aids, Inc.	Farmingdale, NY	03/05/2020	Unsubmitted	03/05/2020	
Max-R (The Prestwick Group, Inc.)	Sussex, WI		Submitted	04/16/2020	04/16/2020
MC Business Products (ELP Enterprises, Inc.)	Houston, TX	03/05/2020			
McCoy, Inc. (McCoy-Rockford, Inc.)	Houston, TX	03/05/2020			
McDowell-Craig (McDowell & Craig Office Systems, Inc.)	Norwalk, CA	03/05/2020			
McHugh Furnishings	Hauppauge, NY	03/05/2020			
McKinney Office Supply	Plano, TX	03/05/2020	Submitted	04/07/2020	04/07/2020
mediatechnologies (Silver Street, Incorporated)	Shelby, MI	03/05/2020			
Medical Shipment (Medical Shipment, LL)	Elk Grove Village, IL	03/05/2020			
Melhart Music (Jim Melhart Piano & Organ Co)	McAllen, TX	03/05/2020			
MergeWorks (Merge Office Interiors)	San Antonoi, TX		Submitted	04/16/2020	04/16/2020
Meripros	Houston, TX	03/05/2020			
MeTEOR Education LLC (Contrax Holdings, LLC)	Gainesville, FL	03/05/2020	Submitted	04/17/2020	04/17/2020
MGC, Inc. (Max Grigsby Co.)	Houston, TX	03/05/2020	Viewed	03/05/2020	
Michigan Officeways Inc (Intrepid Solutions)	Charlevoix, MI	03/05/2020	Viewed	03/05/2020	
Mico Industrial Corporation	Plano, TX	03/05/2020			
Midas Event Supply	Ontario, CA	03/05/2020	Submitted	04/22/2020	04/22/2020
Mid-States School Equipment (Mid-States School Equipment Co. Inc.)	Lee's Summit, MO		Viewed	04/14/2020	
Midwest Office Furniture Inc (Midwest Office Supply)	Wichita Falls, TX	03/05/2020	Submitted	04/02/2020	04/02/2020
Midwest Office Supply (Midwest Office Furniture, Inc)	Wichita Falls, TX	03/05/2020			
MiEN Company, Inc.	Grand Rapids, MI		Submitted	04/22/2020	04/22/2020
Milder Furniture (Milder Office Inc.)	philadelphia, PA		Unsubmitted	04/24/2020	
MISSCO	Flowood, MS	03/05/2020	Submitted	04/17/2020	04/17/2020
Mitchell Furniture Systems Inc	Milwaukee, WI	03/05/2020	Submitted	04/15/2020	04/15/2020
Mo Install	Fort Worth, TX	03/05/2020			

Modern Business (Modern Business Equipment, Inc)	augusta, GA	03/05/2020			
ModuForm	Fitchburg, MA	03/05/2020			
Monarch Office Furniture	Grand Prairie, TX	03/05/2020	Submitted	04/24/2020	04/24/2020
Montisa (MC Flex Corporation)	Plainwell, MI	03/05/2020	Submitted	04/17/2020	04/17/2020
MooreCo Inc (MooreCo, Inc.)	Temple, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
MOSER CORPORATION	ROGERS, AR	03/05/2020	Submitted	04/09/2020	04/09/2020
Mount Vernon Pecan Company	Mount Vernon, TX	03/05/2020	Viewed	03/05/2020	
MoveWorks	DALLAS, TX	03/05/2020	Unsubmitted	03/09/2020	
MRI Enterprises, LLC	EL PASO, TX	03/05/2020			
MTS Seating (Michigan Tube Swagers & Fabricators, Inc)	Temperance, MI	03/05/2020	Unsubmitted	03/05/2020	
MultiLink Security (Unified Security Associates, LLC)	San Antonio, TX		Viewed	04/13/2020	
National Business Furniture	Dallas, TX	03/05/2020			
National Office Furniture	Jasper, IN	03/05/2020			
National Premier Choice Interiors (NPCI Holdings, LLC)	Dallas, TX	03/05/2020	Viewed	03/05/2020	
National Public Seating (NPS Public Furniture)	clifton, NJ	03/05/2020	Unsubmitted	03/05/2020	
Navetta (ShuttleSystem, LLC.)	Mason, OH	03/05/2020			
Neal Johnson LLC	Baton Rouge, LA	03/05/2020			
Nest Contract Furnishings, LLC	Evans City, PA	03/05/2020			
Neutral Posture Inc	Bryan, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
Nevers Industries Inc	Maple Grove, MN	03/05/2020	Viewed	03/05/2020	
Nevins LLC	Cat Spring, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
NewGold, LLC	Edmond, OK	03/05/2020			
Next Level Movers LLC	Manvel, TX	03/05/2020			
NGU Sportslighting (NGU Sportslighting,LLC)	Palm Beach Gardens, FL		Viewed	04/01/2020	
Nienkamper Furniture & Accessories Inc	Toronto, ON	03/05/2020			
Nightingale Corp.	Mississauga, ON	03/05/2020	Submitted	04/13/2020	04/13/2020
NMG Workspace Solutions, LLC	Houston, TX	03/05/2020			
NorvaNivel USA LP	Dallas, TX	03/05/2020	Viewed	03/09/2020	
Nova Solutions Inc	Effingham, IL	03/05/2020	Submitted	04/16/2020	04/16/2020
Nu Idea School Supply Co Inc	Sumter, SC	03/05/2020	Submitted	03/19/2020	03/19/2020
OCISitwell	Santa Fe Springs, CA	03/05/2020			
OCOP Express (Oak Cliff Office Supply & Printing Inc.)	Dallas, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
Octopus Consulting, LLC	Port Arthur, TX	03/05/2020			
Office Barn (Office Barn, Inc.)	Tyler, TX	03/05/2020			
Office Depot	Boca Raton, FL	03/05/2020			
OFFICE ENVIRONMENTS, INC.	BIRMINGHAM, AL	03/05/2020			
Office Equipment Center (function-4)	Paris, TX	03/05/2020	Viewed	03/05/2020	
Office Equipment Co. of S.I., Inc.	Staten Island, NY	03/05/2020			
Office Furniture and Related Services	Nashville, TN	03/05/2020	Submitted	04/17/2020	04/17/2020
Office Furniture Express, Inc.	San Antonio, TX	03/05/2020			
Office Furniture for Less LLC	Brownsville, TX	03/05/2020			
Office Furniture for Less, LLC	Brownsville, TX	03/05/2020			
Office furniture interiors	San Antonio, TX	03/05/2020			
Office Interiors of Memphis	Memphis, TN	03/05/2020	Viewed	03/05/2020	
Office Master, Inc.	Ontario, CA	03/05/2020	Submitted	04/16/2020	04/16/2020
Office Source	Fenton, MO	03/05/2020			
Office Star Products (Blumenthal Distributing)	Ontario, CA	03/05/2020			
OFM LLC	Holly Springs, NC	03/05/2020			
ONC National	DALLAS, TX	03/05/2020			
One Diversified	Beaverton, OR	03/05/2020			
ONEUP INNOVATIONS	ATLANTA, GA	03/05/2020			
OP Houston (Marnoy Interests LLC)	Houston, TX	03/05/2020			
Option 1 Logistics (TFAM Solutions LLC)	Aberdeen, NC	03/05/2020			
Origin Furniture (Origin US LLC)	Birdsboro, PA	03/05/2020	Submitted	03/11/2020	03/11/2020
Osborne and Associates, LLC	Mechanicsville, VA	03/05/2020			
P3S Corporation	San Antonio, TX	03/05/2020			
Pacific Office Interiors (TAYLOR WALK, INC.)	AGOURA HILLS, CA	03/05/2020			
Paladin Caseworks Inc	South Bend, IN	03/05/2020			
Palmer Hamilton LLC	Elkhorn, WI	03/05/2020	Submitted	04/16/2020	04/16/2020
Palmieri Furniture	Toronto Ontario Canada, TX	03/05/2020			
PANEL BUILT INC.	BLAIRSVILLE, GA	03/05/2020			
Paragon Furniture Inc	Arlington, TX	03/05/2020	Submitted	04/23/2020	04/23/2020

Paxton/Patterson LLC	Alsip, IL	03/05/2020			
PC University Distributors, Inc.	Valley Stream, NY	03/05/2020	Viewed	03/05/2020	
PDME, Inc (P D Morrision Enterprises, Inc)	Cedar Park, TX	03/05/2020			
PEPCO, Inc.	Moberly, MO	03/05/2020	Submitted	04/10/2020	04/10/2020
Peregrine Integrated Management, Inc	Sherwood, AR	03/05/2020			
Performance Scoring, LLC.	Farmers Branch, TX		Viewed	04/07/2020	
PETER PEPPER PRODUCTS, INC	COMPTON, CO	03/05/2020	Viewed	04/17/2020	
Pettus Office Products	Little Rock, AR	03/05/2020			
Phillips and Sons Refrigeration, Inc.	Texarkana, TX	03/05/2020	Submitted	04/13/2020	04/13/2020
Pinnacle Services, Inc.	Itasca, IL	03/05/2020			
Pinnale Network Solutions	Florence, SC	03/05/2020			
Platinum Visual Systems (ABC School Equipment Inc.)	Corona, CA	03/05/2020	Submitted	04/13/2020	04/13/2020
Playscapes	Waunakee, WI		Submitted	04/09/2020	04/09/2020
Polk Mechanical Company	Houston, TX		Viewed	03/27/2020	
Portable Charging Solutions (American Alliance Corporation)	Murrieta, CA	03/05/2020			
Post Oak Construction LLC	HOUSTON, TX	03/05/2020			
Preferred Supplier	Lighthouse Point, FL	03/05/2020			
Premier Business Solutions, Inc.	Mountainside, NJ	03/05/2020	Unsubmitted	04/17/2020	
Prestigious Sports Outfitters	McKinney, TX	03/05/2020			
Price Modern LLC	Baltimore, MD	03/05/2020	Viewed	03/05/2020	
Prime Vendor Inc. [Blocked by IWT]	Wilmington, NC		Viewed	03/06/2020	
Priority Resources & Solutions, LLC	Arlington, TX	03/05/2020			
Pro Panels (Mick and David Enterprises Inc)	Dallas, TX	03/05/2020	Unsubmitted	04/17/2020	
ProComputing Services	DFW Airport, TX	03/05/2020			
Proforma BGX Marketing	Texarkana, TX	03/05/2020	Viewed	03/05/2020	
Prohati Inc	Morrisville, NC	03/05/2020			
Propell	Granbury, TX		Viewed	03/19/2020	
PS Furniture	Milwaukee, WI	03/05/2020			
PSCUBE (Boomlalaboom LLC)	HOUSTON, TX	03/05/2020			
R.J. Carroll CO.	Arlington, TX	03/05/2020			
RA Design Studio LLC	Houston, TX	03/05/2020	Viewed	03/17/2020	
RCS Furnishings, LLC (Resource Consulting Services)	Carrollton, TX	03/05/2020			
RDA Beauty Supply	Lubbock, TX	03/05/2020	Submitted	03/18/2020	03/18/2020
RDA National Inc.	Centerport, NY	03/05/2020			
Really Good Stuff	Shelton, CT	03/05/2020			
Recycled Office Systems Inc.	Stafford, TX	03/05/2020			
Regency Seating Inc	Akron, OH	03/05/2020			
Regency Staffing	arlinton, TX	03/05/2020			
Reynolds Manufacturing Corporation	Abilene, TX	03/05/2020	Submitted	03/16/2020	03/16/2020
Rifton Equipment (Community Products)	Rifton, NY	03/05/2020	Unsubmitted	04/20/2020	
RJR Enterprises Inc.	Rogers, AR	03/05/2020			
Rolijo, Inc.	Texarkana, TX		Submitted	04/15/2020	04/15/2020
ROSI Office Systems Inc	Stafford, TX	03/05/2020	Viewed	03/05/2020	
Royal Media Network Inc	Baltimore, MD	03/05/2020			
Rubber Flooring Systems, Inc.	Kemah, TX	03/05/2020			
S2 Solutions, Inc	Tulsa, OK	03/05/2020			
S4th Power Group	North Little Rock, AR	03/05/2020			
Safco Products Co.	New Hope, MN	03/05/2020			
SAFFE Furniture Corp.	Muskegon, MI		Submitted	04/13/2020	04/13/2020
San Antonio Lighthouse for the Blind and Vision Impaired	San Antonio, TX	03/05/2020			
Sandler Seating Inc	Atlanta, GA	03/05/2020	Submitted	04/16/2020	04/16/2020
Savoy Contract Furniture (John Savoy & Son, Inc)	Montoursville, PA	03/05/2020	Submitted	04/06/2020	04/06/2020
SAYES OFFICE SUPPLY	ALEXANDRIA, LA	03/05/2020	Viewed	03/05/2020	
Scandinavian Spaces	AUSTIN, TX	03/05/2020	Submitted	04/16/2020	04/16/2020
Scholar Craft Products Inc	Birmingham, AL	03/05/2020	Submitted	04/07/2020	04/07/2020
School Excess Incorporated	Grand Prairie, TX	03/05/2020			
School Outfitters (Schoolhouse Outfitters LLC)	Cincinnati, OH	03/05/2020	Submitted	04/16/2020	04/16/2020
School Specialty Inc	Greenville, WI	03/05/2020	Viewed	03/05/2020	
School Wholesale Supplies LLC (JP Das)	Turnersville, NJ, NJ		Viewed	03/12/2020	
SCHOOLSin (School's In, LLC)	Cincinnati, OH	03/05/2020	Submitted	04/17/2020	04/17/2020
Schwegman Office Supply (Schwegman Office Supply of Arkansas)	Batesville, AR	03/05/2020	Submitted	04/03/2020	04/03/2020

Seating Concepts Inc	Rockdale, IL	03/05/2020	Viewed	03/05/2020	
Seating Inc	Nunda, NY	03/05/2020	Viewed	03/10/2020	
Sector Five, Inc.	Alexandria, VA	03/05/2020			
Segis-USA (Howard M Shore)	Morristown, TN	03/05/2020	Submitted	04/09/2020	04/09/2020
Select Safety & Occupational Services, Inc.	Libery, TX	03/05/2020			
Service Ninjas (Service Ninjas, Inc.)	North Little Rock, AR	03/05/2020	Viewed	03/05/2020	
Servpro of Baldwin County (LL & JP, INC)	FOLEY, AL		Viewed	04/14/2020	
Shaw Sports Turf (Shaw Contract Flooring Services, Inc.)	Calhoun, GA		Viewed	03/12/2020	
Sheldon Labs (Sheldon Laboratory Systems, LLC)	Crystal Springs, MS	03/05/2020	Submitted	04/09/2020	04/09/2020
Shields and Associates Inc	Little Rock, AR	03/05/2020			
Shiffler Equipment Sales Inc	Chardon, OH	03/05/2020	Submitted	04/20/2020	04/20/2020
Shoreline Office Solutions	Seaside, OR	03/05/2020			
SICO AMERICA INC	MINNEAPOLIS, MN	03/05/2020			
Sigma Supply of North America, Inc.	Hot Springs, AR	03/05/2020			
Signature School Products (Signature Products, Inc)	DeBary, FL	03/05/2020	Submitted	04/16/2020	04/16/2020
SitOnIt Seating (Exemplis LLC)	Cypress, CA	03/05/2020			
SKEETER KELL SPORTING GOODS	KENNETT, MO	03/05/2020			
SLR Building Contractors, LLC	Edinburg, TX	03/05/2020			
Smarketing Business Systems Inc.	Houston, TX	03/05/2020	Unsubmitted	03/05/2020	
SMART Standing Solutions (9Fifteen Solutions)	Jourdanton, TX	03/05/2020	Submitted	04/19/2020	04/19/2020
Smith System MFG	Plano, TX	03/05/2020			
SolGreen® Solutions Corp.	Alexandria, VA	03/05/2020			
SOPA Inc (School and Office Products of Arkansas)	Little Rock, AR	03/05/2020	Submitted	04/15/2020	04/15/2020
Source International	Shrewsbury, MA	03/05/2020			
South Texas School Furniture (Lavaca County Office Supply, Inc.)	Hallettsville, TX	03/05/2020	Submitted	04/15/2020	04/15/2020
Southern Aluminum Mfg Inc	Magnolia, AR	03/05/2020	Submitted	04/16/2020	04/16/2020
Southwest Market Products LLC	Las Vegas, NV	03/05/2020	Viewed	03/05/2020	
Spacestor Inc	Los Angeles, CA		Submitted	04/24/2020	04/24/2020
SpawGlass Construction Corp.	Beaumont, TX	03/05/2020			
Special T	Alpharetta, GA	03/05/2020	Submitted	04/15/2020	04/15/2020
Spectrum Industries, Inc.	Chippewa Falls, WI	03/05/2020			
Spectrum Paper Co., Inc.	El Paso, TX	03/05/2020			
Speech Privacy Systems LLC (sps)	Plano, TX	03/05/2020	Viewed	03/06/2020	
Speed Printing	Conroe, TX		Viewed	03/25/2020	
StageRight Corporation	Clare, MI	03/05/2020	Unsubmitted	04/20/2020	
STEM U LLC (STEM U, LLC)	Columbia, SC	03/05/2020	Viewed	03/05/2020	
Storage Equipment Co. Inc.	Dallas, TX	03/05/2020			
Strategic Consulting Alliances, LLC	Chester, MD	03/05/2020			
Strong Asset Tags	St. Augustine, FL	03/05/2020			
Styrolite Chair LLC	MANSFIELD, TX	03/05/2020			
Summit Integration Systems (Integrated A/V Systems, LLC, DBA, Summit Integration Systems)	Houston, TX	03/05/2020			
sunbries llc	Austin, TX	03/05/2020			
Superior Alarms	McAllen, TX	03/05/2020			
Superior Aluminum Products, Inc	Russia, OH		Viewed	04/14/2020	
Supple LLC	Denver, CO	03/05/2020	Submitted	03/13/2020	03/13/2020
Supply Chimp (Mono Machines LLC)	Solvang, CA	03/05/2020			
SurfaceWorks (Bay View Industries, Inc.)	Oak Creek, WI	03/05/2020	Submitted	04/07/2020	04/07/2020
Surveillance Analytics (Advanced Calculations, LLC DBA Surveillance Analytics)	Houston, TX	03/05/2020			
Sustainable Furniture Inc.	Sacramento, CA	03/05/2020	Submitted	04/14/2020	04/14/2020
Sylka Inc	Lasalle, QC	03/05/2020			
Synergetics DCS Inc	Starkville, MS	03/05/2020	Submitted	04/17/2020	04/17/2020
Synergy Business Environments	Nashville, TN	03/05/2020	Submitted	04/14/2020	04/14/2020
Synergy Healthcare LLC	Hot Springs, AR		Viewed	04/07/2020	
TAB Products Co, LLC	Mayville, WI	03/05/2020			
TablEx LLC (TablEx)	Jasper, IN	03/05/2020	Submitted	04/16/2020	04/16/2020
Takeform (Quorum Group LLC)	Medina, NY	03/05/2020	Submitted	04/13/2020	04/13/2020
Tamburro Interiors, LLC	Arlington, VA	03/05/2020			
Tangram (New Tangram, LLc)	Santa Fe Springs, CA	03/05/2020	Viewed	03/05/2020	
Tanner North Jersey	Howell, NJ	03/05/2020			
TEACHER DIRECT (TDSA, LLC)	BIRMINGHAM, AL		Unsubmitted	03/05/2020	

Team North Texas (Akrongoniaios, Inc.)	Greenville, TX	03/05/2020			
Team Schutmaat Inc (Team Schutmaat, Inc.)	Rockford, MI	03/05/2020			
Technology Integration Group PC Specialists Inc	San Diego, CA		Viewed	03/05/2020	
TECLOCK, LTD	Findlay, OH		Viewed	04/13/2020	
Tejas Office Supplies	Houston, TX	03/05/2020			
Teleasy Corp	Lewisville, TX	03/05/2020			
Telephone Specialists Incorporated	GILMER, TX	03/05/2020			
Tenjam (Tenjam Associates)	Baxter, MN	03/05/2020	Submitted	03/16/2020	03/16/2020
TEST Kristie's Krazy Kookies	Pittsburg, TX		Viewed	04/07/2020	
Texas Furniture Source	Farmers Branch, TX	03/05/2020			
Texas Office Products LLC	Austin, TX		Viewed	03/23/2020	
The Edu Source Corporation	San Antonio, TX	03/05/2020	Unsubmitted	04/22/2020	
The Liberty Group (Liberty Transportation & Storage, Co. Inc.)	Berkeley Heights, NJ	03/05/2020			
The Library Store Inc	Tremont, IL	03/05/2020	Viewed	03/30/2020	
The Lowe Group	Houston, TX	03/05/2020			
The Office Center, Inc.	Kilgore, TX	03/05/2020			
The Office Leader	Brooklyn, NY	03/05/2020			
The Playground Shade and Surfacing Depot	Keller, TX	03/05/2020			
The Scarlette Group	Tampa, FL	03/05/2020			
The Spot (The Spot 4 Office LLC)	Daingerfield, TX	03/05/2020			
The Storehouse, Inc.	Jonesboro, AR	03/05/2020			
The Worden Company (Everest Expedition, LLC)	Holland, MI	03/05/2020	Submitted	04/15/2020	04/15/2020
Thompson Educational Furnishings LLC	Edmond, OK	03/05/2020	Submitted	04/15/2020	04/15/2020
TMC Furniture Inc	Ann Arbor, MI	03/05/2020	Submitted	04/17/2020	04/17/2020
Todays Classroom LLC	Canton, OH	03/05/2020	Submitted	04/16/2020	04/16/2020
Toledo Furniture (Toledo Furniture Inc)	Stroudsburg, PA	03/05/2020			
Tonik	WEST CHICAGO, IL	03/05/2020			
TouchView Inc	Brockton, MA	03/05/2020			
Tremain USA (Southern Office INC)	GERMANTOWN, TN		Viewed	04/14/2020	
Trendway Corporation	Holland, MI		Submitted	04/14/2020	04/14/2020
TREX EQUIPMENT (TREX INC.TEXAS RESTAUREANT EQUIPMENT XCHANGE)	amarillo, TX	03/05/2020	Viewed	04/17/2020	
Tri Furniture Design	Brick, NJ	03/05/2020			
Tri S Logistics LLC	Highland Village, TX	03/05/2020			
Trilogie	Kansas City, MO	03/05/2020			
Trinity Furniture	Trinity, NC	03/05/2020	Submitted	04/23/2020	04/23/2020
Tropical Shade and Shutter (FIVE - F LLC)	Corpus Christi, TX	03/05/2020			
Troxell Communications Inc	Allen, TX	03/05/2020	Submitted	04/15/2020	04/15/2020
Unbeatable Sale.com Inc (Unbeatable Sale .com Inc)	Lakewood, NJ	03/05/2020			
United Imaging Corporation, Inc. (United Ribbon)	Woodland Hills, CA	03/05/2020			
United Systems, Inc	Oklahoma City, OK	03/05/2020			
Unitex Industries, Inc.	Oak Park, IL	03/05/2020			
Unity Education Resources (MyOfficeProducts, LLC)	LaVergne, TN	03/05/2020	Submitted	04/17/2020	04/17/2020
Universal Construction Company, Inc.	Kansas City, KS		Viewed	04/17/2020	
Universal Exports LLC	Chicago, IL	03/05/2020	Submitted	03/06/2020	03/06/2020
Upper Arlington City Schools	Upper Arlington, AL	03/05/2020			
US Markerboard (Brite Visual Products, Inc.)	Holbrook, MA	03/05/2020			
US Rack Distributors, LLC	Plano, TX	03/05/2020			
USA CAPITOL (CAPITOL SEATING COMPANY)	BELTON, TX	03/05/2020			
Vance Hunt Libraries (Vance Hunt & Associates)	Kennedale, TX	03/05/2020			
Vanerum Stelter Acquisition LLC	Grand Rapids, MI	03/05/2020			
Varia (Varia, LLC)	Collierville, TN	03/05/2020			
VARIDESK, LLC	College Station, TX	03/05/2020			
Velocity Business Products (Velocity Office Products, LLC)	Houston, TX	03/05/2020			
Venue Industries	Tampa, FL	03/05/2020			
Versa Tables (Versa Products)	Los Angeles, CA	03/05/2020			
Versteel (Ditto Sales Inc)	Jasper, IN	03/05/2020	Viewed	03/05/2020	
via seating	sparks, NV	03/05/2020	Submitted	04/09/2020	04/09/2020
Virco Inc	Torrance, CA	03/05/2020	Submitted	04/16/2020	04/16/2020
Virco Manufacturing Corporation	Conway, AR	03/05/2020			
Virtual Builders Exchanges	San Antonio, TX	03/05/2020			
Visionary Office Furniture, LLC	Everett, WA	03/05/2020			
Visual Techniques	Longview, TX	03/05/2020			

Vology	CLEARWATER, FL	03/05/2020			
W.W. Grainger, Inc.	Austin, TX	03/05/2020			
WalkerCom, Inc.	PEARLAND, TX		Viewed	04/17/2020	
Ward's Science (VWR International LLC)	WEST CHESTER, PA	03/05/2020			
Washington Professional Systems (Levin Professional Services, Inc.)	WHEATON, MD	03/05/2020			
Wayfair Supply (Wayfair.com)	Boston, MA	03/05/2020	Submitted	04/20/2020	04/20/2020
WB Manufacturing LLC	Thorp, WI	03/05/2020	Submitted	04/13/2020	04/13/2020
Wenger Corporation	Owatonna, MN	03/05/2020	No Bid	03/09/2020	04/13/2020
White River Services and Solutions (Arkansas K12, LLC)	Batesville, AR	03/05/2020	Viewed	04/20/2020	
White Rock Security Group, LLC	Dallas, TX	03/05/2020			
Whitney Brothers (Whitney Bros. Co.)	Keene, NH	03/05/2020	Viewed	03/05/2020	
Wilson Unlimited, LLC	Cypress, TX	03/05/2020			
Window Illusions	Texarkana, AR	03/05/2020			
Wiser Contract Furniture	grand rapids, MI	03/05/2020			
Wood Designs (WDM, INC.)	Monroe, NC	03/05/2020	Submitted	04/23/2020	04/23/2020
Wood Etc Co	Irving, TX	03/05/2020	Submitted	03/09/2020	03/09/2020
Workplace Solutions	Dallas, TX	03/05/2020			
Workrite Ergonomics Canada (Workrite Ergonomics Canada, Inc.)	Toronto, ON	03/05/2020	Submitted	04/17/2020	04/17/2020
Workspace Resource	Conroe, TX		Viewed	03/19/2020	
Worthington Direct (Worthington Direct Holdings, LLC)	Dallas, TX	03/05/2020	Submitted	03/13/2020	03/13/2020
X Chair (X-Chair, LLC)	Beltsville, MD	03/05/2020	Submitted	04/16/2020	04/16/2020
Xibitz, Inc.	Grand Rapids, MI		Viewed	04/02/2020	
Zoeftig	Atlanta, GA	03/05/2020			

External Invitations

Participant Detail

1 Stop Electronics Center Inc

Address	1870 Bath Avenue Brooklyn, NY 11214	Participation Type:	Active Supplier
Invitation Date	03/05/2020		
Invitation Type	Automatic		
Invitation Email(s)	albert.f@1stopcamera.com		

1st Choice Restaurant Equipment & Supply LLC

Address	15018 Tradesman Drive San Antonio, TX 78249	Participation Type:	Active Supplier
Response Status	Viewed		
Status Date	04/01/2020		

1st Class Solutions

Address	6808 79th St Lubbock, TX 79424-0751	Participation Type:	Active Supplier
Invitation Date	03/05/2020		
Invitation Type	Automatic		
Invitation Email(s)	knewsom@1stclasssolutions.com		
Response Date	04/13/2020		
Response Status	Submitted		
Status Date	04/13/2020		

Welcome to the Dynamic Small Business Search

DSBS

NEW FEATURES FOR MOBILE USERS:
Phone number hotlinks can be used to dial the number on mobile phones.
Address hotlinks can be used to show the address in Google Maps.

This is generally a self-certifying database. The SBA does not make any representation as to the accuracy of any of the data included, other than certifications relating to 8(a) Business Development, HUBZone or Small Disadvantaged Business status. The SBA strongly recommends that contracting officers diligently review a bidder's small business self-certification before awarding a contract.

Location of Profile

States:

(any state)
AL - Alabama
AK - Alaska
AA - American Atlantic (APO/FPO)
AE - American Europe (APO/FPO)
AP - American Pacific (APO/FPO)
AS - American Samoa
AZ - Arizona
AR - Arkansas
CA - California

(How to make multiple selections.)

Searching within a State:

(Requires exactly one state from the State list at left.)

Congressional District: Help

County: Select 1 State, then press Lookup ▼ Lookup Help

Area Code or Phone Number Initial Fragment

Metropolitan Statistical Area Help

SBA Servicing Office Help

Zip Code or Zip Code Initial Fragment

Government Certifications

8(a) Certified or 8(a) Joint Venture:

- (•) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- ( ) Not Required

Small Disadvantaged Business:

- (•) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- ( ) Not Required

HUBZone Certification:

- (•) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- ( ) Not Required

The SBA's 8(a), HUBZone and SDB certifications are also made available to external software via: SBSS Public Web Services.
For more information, see also SBA Certifications in the search help page.

Ownership and Self-Certifications

- [x] Any Minority Owned:
  - [x] Any Native American Owned:
    - [x] Tribally Owned
    - [x] Alaskan Native Corp (ANC) Owned
    - [x] Native Hawaiian Org (NHO) Owned
    - [x] Other Native American
  - [x] Other Minority Owned
- [x] Community Development Corporation (CDC) Owned
- [ ] Self-Certified Small Disadvantaged Business
- [x] Service Disabled Veteran Owned
- [ ] Veteran Owned (including Service Disabled Veteran Owned)
- [x] Any Women-Owned Small Business: (search help)
  - [x] Women-Owned Small Business under the Women-Owned Small Business Program (more information)
  - [x] Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
  - [x] Women-Owned Small Business Joint Venture
  - [x] Economically Disadvantaged Women-Owned Small Business Joint Venture

(To start over in this section, if you like, you can use this hotlink: Clear These Checkboxes)

Specific Nature of Business

NAICS Codes:	(•) Any ( ) All (slower)	337212, 337211, 337214,532490	Help
"Buy Green" NAICS Codes:	(•) Any ( ) All (slower)		Help
Keywords:	(•) Any ( ) All (slower)		Help

General Nature of Business

[ ] Manufacturing [ ] Construction [ ] Research & Development [ ] Services

Minimum Acceptable Bonding Levels

[ ] Construction Bonding Level (per contract)
[ ] Construction Bonding Level (aggregate)
[ ] Service Bonding Level (per contract)
[ ] Service Bonding Level (aggregate)

Quality Assurance Standards

[ ] ANSI/ASQC Z1.4 [ ] ISO-9000 Series [ ] ISO 10012-1 [ ] MIL-Q-9858 [ ] MIL-STD-45662A

Size

( ) At least (•) No more than
[ ] Employees and/or [ ] Annual Gross Revenue

Capabilities

Accepts Government Credit Card? ○ Required ◉ Not Required

GSA Advantage Contract? ○ Required ◉ Not Required

Exporter? ○ Yes ○ Wants to Be ○ Either ◉ Not Required

☐ Has an Export Profile in TM OnLine (*)

(*) To search the contents of "Export Profiles", use the DSBS-affiliated Trade Mission Online Search ("TM OnLine").

Searching for a specific profile

CAGE Code: CAGE Cod Help

DUNS Numbers: DUNS Numbers Help

8(a) Case Number: 8(a) Case #

(Note: Searching by name is slower than other criteria.)

Company Name or Trade Name: Company Name or Trade Name

○ Do "sounds like" matching

◉ Do "first letters" matching

○ Do "contains" matching

Profile Status

Last Updated

○ On or before ◉ On or after mm/dd/yyyy

Status

☑ Active (default)

☐ Expired Registration in SAM

☐ Not Fully Registered in SAM

Default Public Search | All

("All" also sets Profile Last Updated to 'On or after 01/01/1900')

Search Results Display Options

Maximum number of profiles to be returned at a time:

Show All ▼

Note: "Show All" shows as many profiles as you're allowed to receive, which may increase that limit to 5000. But due to a database restriction, adding "one-to-many" fields to the profile list (next item), lowers the limit to 1000. Choosing HTML Import format,below, automatically sets "Show All".

Show the following fields in the profile list:

Name and Trade Name of Firm; Contact; Address and City, State Zip; Capabilities Narrative; E-mail Address

Edit the columns to be displayed

Font Size (these usually affect all formats except HTML Import as text):

○ Tiny ○ Small ◉ Normal ○ Large ○ XLarge

Format. Show the search results in:

○ Table format

◉ HTML Import format
Save As...: ○ .text ◉ .xls (spreadsheet)
If importing into Windows Excel 2007 or later, answer Yes to the format/suffix dialog.

○ Mail-merge format
Delimiter: ◉ comma ○ comma and blank ○ tab

○ Vertical format (useful for mobile users)

NOTE: Search results will be randomized by the time of day you press the "Search Using These Criteria" button.

Search Using These Criteria | Reset | Clear

#	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
1	Chloeta Fire, LLC Chloeta Holdings	Mark D Masters	812 N. 14th St Jay Jay, OK 74346-0000	Chloeta is a trusted international service provider of environmental consulting and emergency management solutions of the
2	Osage Pinnacle Design Group LLC Tallgrass Construction Services	Gina Gray	4500 S 129TH EAST AVE STE 105 TULSA, OK 74134-5956	Design/Build, Construction, Construction Management, Renovations, IDIQ, MATOC, POCA, JOC SABER, Systems Furniture,
3	MCCULLOUGH CONSTRUCTION, INC.	Rachelle L Hicks	57 Alder Grove Rd arcata, CA 95521-9276	sewer lines, paving, bridge building, road reconditioning, logging, erosion and sediment control measures, wetland restoration, habitat
4	Carolina Group Properties LLC Carolina Group Contracting	Ronald L James	701 S George St Ste 2 Goldsboro, NC 27530-5717	Specializing in horizontal and vertical construction in Commercial, Residential, & Government construction, Site Planning, Clearing & Grubbing, Demolition, Renovation,
5	WB Contracting Group Inc. W.B. Contracting	William A. Bigger	1761 Church St Norfolk, VA 23504-2313	and commercial construction,facilty and computer maintenance management & logistics. Licenses and certifications are
6	California Constructors	ALAN ANG	3310 VIA DE LA VALLE STE A Oceanside, CA 92058-1325	CALIFORNIA CONSTRUCTORS take pride in providing the quality of service that our clients have come to expect. The partnerships that we form draw on ourâ€”and yourâ€”strengths,
7	FSA Construction LLC	Kriss Ethridge	2327 E Gore Blvd Lawton, OK 73501-6116	Tribally owned 8a and HUBZone participant with expertise in traditiional general construction or the design-build process. FSA Construction, is a small business owned by the Fort Sill Tribe of



Mon 3/2/2020 12:35 PM

Sarah Reynolds

Notice of Opportunity

To Sarah Reynolds

Bcc 'ecochran@chloeta.com'; Rick Powell; 'ggray@tallgrass-osage.com'; 'admin@mcculloughconstructioninc.com'; 'rjames@cgcgov.com'; 'wbigger@wbcontractinggroup.com'; 'aang@californiaconstructors.com'; 'kriss.ethridge@fortsillapache.com'

Dear Vendor,

You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes 337212, 337211, 337214, 532490 which includes the topic of this Solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 200301 Furniture, Furnishings and Services. You are invited to participate.

https://www.tips-usa.com/rfp.cfm

Best regards,

Sarah Reynolds
Attorney at Law
Deputy General Counsel/Contract Manager
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
Telephone: (866) 839-8477
Direct Line: (903) 575-2673
FAX: (866) 839-8472
https://www.tips-usa.com/
No attorney /client relationship is created and no legal advice is provided via this email if the email is to anyone not a TIPS or ESC 8 employee or contracted worker of same. Emails to a TIPS or ESC 8 empl
considered a privileged legal communications response unless determined by this attorney or a court of competent jurisdiction to the contrary.

Company Name	Mailing Address	City	State	Zip
HOUSTON CHEM SAFE, INC. DBA HCS SUPPLIES	11430 SLASH PINE PL,	THE WOOD	TX	77380-1
CAN-AM WIRELESS, LLC	8704 CREST RIDGE CIR,	AUSTIN	TX	78750-3
SIMBA INDUSTRIES	PO BOX 3141,	GRAPEVINE	TX	76099-3
INTEGRATED NETWORK SOLUTIONS, INC.	PO BOX 750492,	HOUSTON	TX	77275-0
ALAB EQUIPMENT SPECIALISTS	25403 PYRITE,	BOERNE	TX	78006-8
THE JACKSON FURNITURE GROUP	2103 TREEMONT LN,	ORANGE	TX	77630-3
CCS PRESENTATION SYSTEMS	20212 HEMPSTEAD RD.,BUIDING 1	HOUSTON	TX	77065
GREER'S, INC.	322 E MAIN ST,	NACOGDO	TX	75961-5
CDJ & JONES. LLC	PO BOX 397,	EAST BERN	TX	77435-0
ARRIBA SCIENTIFIC INC.	132 SASSAFRAS ST,	HUTTO	TX	78634-4
ADVANTAGE SUPPLY	PO BOX 471103,	FORT WOR	TX	76147-1
VES INTERNATIONAL TEXAS INC	11050 PLANO RD,SUITE 200	DALLAS	TX	75238-1
WORKSCAPE DESIGNS LLC	2851 JOE DIMAGGIO BLVD STE 20,	ROUND RO	TX	78665-3
V-QUEST OFFICE MACHINES & SUPPLIES, LTD.	4159 E UNIVERSITY AVE SUITE A,	GEORGETO	TX	78626-3
COMMONWEALTH COMPUTER COMPANY, INC.	24165 IH 10 WEST SUITE 217-616,	SAN ANTOI	TX	78257-1
SIGMA SURVEILLANCE INC. DBA STS 360	4040 STATE HIGHWAY 121,SUITE 160	CARROLLT	TX	75010-1
DISRUPTERS LLC	9704 BUNDORAN DR,	AUSTIN	TX	78717-3
MEDICAL WHOLESALE, INC.	1211 ARION PKWY STE 118,	SAN ANTOI	TX	78216-2
SANTA ANNA GLASS & MIRROR LLC	PO BOX 2,	SANTA ANI	TX	76878-2
J. TYLER SERVICES, INC.	5920 MILWEE ST,	HOUSTON	TX	77092-6
HALL COMPANY FIVE, LLC DBA JODAC	OFFICE OUTFITTERS,PO BOX 7036	LONGVIEW	TX	75602-7
NPCI HOLDINGS, LLC	5114 GIBSON CT,	GRANBURY	TX	76049-1
HEALER PRINTING COMPANY	906 FRANKLIN AVE,	WACO	TX	76701-1
NEUTRAL POSTURE, INC.	3904 N. TEXAS AVE.,	BRYAN	TX	77803-0
RENTAL WORLD, L.L.C.	821 W JACKSON ST,	HARLINGEN	TX	78550-6
BUILT FOR DREAMS, INC.	3416 JOLIET AVE,	LUBBOCK	TX	79413-2
CRAFT OFFICE SYSTEMS, INC.	PO BOX 60473,	MIDLAND	TX	79711-0
CAPITAL BUSINESS PRODUCTS, INC.	PO BOX 560065,	DALLAS	TX	75356-0
HOUDAL CORPORATION DBA 2M BUSINESS	2M BUSINESS PRODUCTS,2630 NOVA DR	DALLAS	TX	75229
COASTAL OFFICE SOLUTIONS, INC.	PO BOX 4407,	VICTORIA	TX	77903-4
R.E.D. CONSTRUCTION, INC. DBA	3V COMPANY,17105 GROESCHKE RD., STE. 100	HOUSTON	TX	77084-4
RANGER ELITE MANAGEMENT, LLC	1705 ARCHWAY,	BELTON	TX	76513-1

SLEEPTRONIC SLEEP PRODUCTS	4250 CAMBRIDGE RD,	FORT WOR	TX	76155-2
LATSONS OFFICE SOLUTIONS, INC.	1329 INDUSTRIAL DR W,	SULPHUR S	TX	75482-3
SPECTRUM PAPER CO., INC.	27 CONCORD ST,	EL PASO	TX	79906-4
SHELTON-KELLER GROUP, INC.	6301 E STASSNEY LN BLDG 9-100,	AUSTIN	TX	78744-3
GRIGGS ERGONOMIC SUPPLIES LLC.	3601 MANCHACA RD APT 215,	AUSTIN	TX	78704-5
ABLES-LAND, INC.	PO BOX 7933,	TYLER	TX	75711-7
LAVACA COUNTY OFFICE SUPPLY, INC.	107 N MAIN ST,	HALLETTSV	TX	77964-2
MIDWEST OFFICE SUPPY	1801 AUSTIN ST,	WICHITA F/	TX	76301-5
BAYTECH SUPPLY INC	PO BOX 6343,	SAN ANTOI	TX	78209-0
ROYER & SCHUTTS, INC.	3100 W 7TH ST STE 200,	FORT WOR	TX	76107-2
STAR OFFICE PRODUCTS, LTD.	4660 PINE TIMBERS ST,# 132	HOUSTON	TX	77041-9
BOYD BUSINESS SOLUTIONS	3003 SEAGLER RD APT 2211,	HOUSTON	TX	77042-3
EXPRESSEW, LLC	1804 BROTHERS BLVD STE D,	COLLEGE S	TX	77845-5
FORT WORTH BILLIARD SUPPLY CO	3970 W VICKERY BLVD,	FORT WOR	TX	76107-6
DESIGNS THAT COMPUTE, INC.	1778 N PLANO RD STE 211B,	RICHARDSC	TX	75081-7
ABVENTURE DESIGNS, LLC	1705 PORT MILLSTONE TRL,	WYLIE	TX	75098-0
OFFICESOURCE, LTD.	1133 BROADWAY ST,	SAN ANTOI	TX	78215-1
PETROPLEX OFFICE SUPPLY, INC.	DBA TOTAL OFFICE SOLUTION OF WEST TEXAS,1601	ODESSA	TX	79761-2
EVCO PARTNERS, L.P. DBA	BURGOON COMPANY,PO BOX 290	TEXAS CITY	TX	77592-0
G.L. SEAMAN & COMPANY	4201 INTERNATIONAL PKWY,	CARROLLTC	TX	75007-1
COMPUTER WHOLESALE PRODUCTS	OF AMERICA, INC.,PO BOX 11309	SPRING	TX	77391-1
EASTCREEK DESIGNS, LLC	1280 DRIFTING WIND RUN,	DRIPPING S	TX	78620-4
PENCIL CUP OFFICE PRODUCTS, INC.	1220 TEXAS AVE,	EL PASO	TX	79901-1
CRAGG'S DO IT BEST LUMBER AND	HOME CENTER II INC.,P O BOX 1689	WIMBERLE	TX	78676
LA BASE MEDICAL SUPPLY	9302 EAGLEWOOD GLEN TRL,	HOUSTON	TX	77083-6
SHI GOVERNMENT SOLUTIONS, INC	1301 S MO PAC EXPY,SUITE 375	AUSTIN	TX	78746-6
HBI OFFICE SOLUTIONS, INC.	308 STATE HIGHWAY 75 N STE B,	HUNTSVILL	TX	77320-3
WALKER COUNTY HARDWARE, INC.	PO BOX 1086,	HUNTSVILL	TX	77342-1
DELTA OFFICE PRODUCTS	PO BOX 803495,	DALLAS	TX	75380-3
ALLSTAR SERVICES GROUP, LLC	5600 E LOOP 820 S STE 300,	FT WORTH	TX	76119-6
MANNING'S OFFICE SOLUTIONS, L.L.C.	PO BOX 18004,	BEAUMON	TX	77726-8
VELOCITY BUSINESS PRODUCTS	335 PENNBRIGHT DR,SUITE 104	HOUSTON	TX	77090-5
ALBRECHT INCORPORATED	1223 1ST ST,	LA MARQU	TX	77568-4
CUNA SUPPLY LLC	5455 DASHWOOD ST,SUITE 600	BELLAIRE	TX	77401-3

CLINOVATORS, LLC	9540 GARLAND RD,SUITE 365	DALLAS	TX	75218-5
WILTON'S OFFICEWORKS, LTD.	PO BOX 5040,	BRYAN	TX	77805
G & L INSTALLATIONS, INC.	908 WEST RD STE B,	HOUSTON	TX	77038-2
BLMS FACILITY SOLUTIONS PLUS INC.	16810 BARKER SPRINGS RD,SUITE 219	HOUSTON	TX	77084-5
KLEEN SUPPLY CO.	PO BOX 2037,	GALVESTOI	TX	77553-2
M.A.N.S. DISTRIBUTORS, INC.	3120 KELLWAY DR. #108,	CARROLLTC	TX	75006-3
EL PASO OFFICE PRODUCTS, LLC	1550 LIONEL DR,	EL PASO	TX	79936-5
ALARON SUPPLY COMPANY, INC.	1999 GULFMART ST STE 512,	SAN ANTOI	TX	78217-6
ANCHORAGE MEDICAL EQUIPMENT & SUPPLIES	PO BOX 543472,	GRAND PR/	TX	75054-3
EXPOTECH, U.S.A., INC.	10700 ROCKLEY RD,	HOUSTON	TX	77099-3
CHAMOMILE CLEANING SERVICES LLC	4111 WILDBRIAR LN,	MANSFIELI	TX	76063-6
NEW LIFE INDUSTRIES LLC	1402 S CUSTER RD,SUITE 504	MCKINNEY	TX	75072-1
SAGE WEST OFFICE SUPPLIES	8700 LONG POINT RD., SUITE 205,	HOUSTON	TX	77055-3
JEFFERSON MEDICAL SUPPLY, INC	4363 RITTIMAN RD,	SAN ANTOI	TX	78218-3
CLEANING SOLUTIONS, INC.	4620 INDUSTRIAL ST STE E,	ROWLETT	TX	75088-4
DEA SPECIALTIES CO., INC.	5151 CASTROVILLE ROAD,	SAN ANTOI	TX	78227-4
R W GONZALEZ OFFICE PRODUCTS INC.	600 CONGRESS AVE,14TH FLOOR	AUSTIN	TX	78701-3
LIFETIME MEDICAL EQUIPMENT AND	SUPPLIES, LLC,5200 PAIGE RD #300	THE COLON	TX	75056
IDM PRODUCTS, LLC	10500 METRIC DR STE 119,	DALLAS	TX	75243-5
MARTIN'S OFFICE SUPPLY, INCORPORATED	822 W PEARL ST,	GRANBURY	TX	76048-2
COMPUPRO GLOBAL	24275 KATY FWY,SUITE 400	KATY	TX	77494-7
LONGHORN OFFICE PRODUCTS INC	2210 DENTON DR,SUITE 109	AUSTIN	TX	78758
AHW CONSULTING LLC	9811 S IH 35,BLDG 6 STE 100	AUSTIN	TX	78744-7
THE CAPROCK GROUP, LLC	6812 FAIRGROUNDS PKWY,	SAN ANTOI	TX	78238-4
NELSON INTERIORS, LLC	1914 GRANDSTAND DR,	SAN ANTOI	TX	78238-4
PERRY OFFICE PRODUCTS, INC.	P. O. BOX 1200,	TEMPLE	TX	76503-1
COURTYARD CREATIONS	919 VALENCIA ST,	DALLAS	TX	75223-1
PROMO UNIVERSAL, LLC	2741 SWANTNER ST,	CORPUS CH	TX	78404-2
OFFICE FURNITURE INNOVATIONS, L.L.C.	6363 RICHMOND AVE,4TH FLOOR	HOUSTON	TX	77057-5
MEDWHEELS, INC.	1322 E HOUSTON ST,	SAN ANTOI	TX	78205-2
CACO MANUFACTURING CORPORATION	PO BOX 263129,	HOUSTON	TX	77207-3
NAVETECH SOLUTIONS, LLC	13601 PRESTON RD,SUITE W0215	DALLAS	TX	75240-4
MEDWASTE SOLUTIONS CORPORATION	8615 EDGEMERE RD APT C,	DALLAS	TX	75225-3
BPTS LLC	2638 SKYVIEW TRACE CT,	HOUSTON	TX	77047-6

WORKPLACE RESOURCE, LLC	4400 NE LOOP 410 STE 130,	SAN ANTOI	TX	78218-5
OFFICE EQUIPMENT DIRECT	15825 SH 249,SUITE 25	HOUSTON	TX	77086
REGAL PLASTIC SUPPLY COMPANY, INC.	9200 N ROYAL LN,SUITE 120	IRVING	TX	75063-2
BOLT FURNITURE DELIVERY &	INSTALLATION, INC.,3416 JOLIET AVE.	LUBBOCK	TX	79413-2
CRAGG'S DO IT BEST LUMBER AND	HOME CENTER, INC.,21100 STATE HIGHWAY 46 W	SPRING BR	TX	78070-6
NOLANS OFFICE PRODUCTS INC.	16120 COLLEGE OAK STE 105,	SAN ANTOI	TX	78249-4
THE FURNITURE PEOPLE LLC	6707 LANDOVER HILLS LN,	ARLINGTOI	TX	76017-4
EDM OFFICE SERVICES, INC.	6100 W BY NORTHWEST BLVD,STE. 190	HOUSTON	TX	77040-4
CASADA INDUSTRIAL	PO BOX 203161,	AUSTIN	TX	78720-3
AWARDS OF DISTINCTION, INC.	16623 SEA LARK RD,	HOUSTON	TX	77062-5
WOODROSE COMPANY, INC.	PO BOX 123260,	FORT WOR	TX	76121-3
1I GROUP, LLC	20079 STONE OAK PARKWAY,SUITE 1105-426	SAN ANTOI	TX	78258
SCIMETRICS, INC.	2717 COMMERCIAL CENTER BLVD,SUITE E200	KATY	TX	77494-6
K. HANES INCORPORATED	4003 BRIAR LN,	MAGNOLIA	TX	77354-4
AZTECA DESIGNS, INC	PO BOX 27149,	SAN ANTOI	TX	78227-0
A & W OFFICE SUPPLY, INC.	PO BOX 2605,	CORPUS CH	TX	78403-2
3AGPROCUREMENT, LLC	PO BOX 7170,	BRYAN	TX	77805-7
BULLCHASE, INC.	3000 POLAR LN,SUITE 703	CEDAR PAF	TX	78613-3
BEAUTIFUL VENTURES, INC.	PO BOX 5196,	KINGWOOI	TX	77325-5
BANDY, INCORPORATED	201 S INTERNATIONAL RD,	GARLAND	TX	75042-6
MATERIAL HANDLING SOLUTIONS	OF AUSTIN, LLC,2305 BLALOCK DRIVE	AUSTIN	TX	78758-2
ONSITE AV SERVICE PARTNERS INC	2120 W BRAKER LN STE K,	AUSTIN	TX	78758-4
TODAY'S BUSINESS SOLUTIONS	1919 LUBBOCK ST,	HOUSTON	TX	77007-7
PASCO BROKERAGE, INC.	PO BOX 260399,	PLANO	TX	75026-0
ERIN MCCLELLAND MUSEUM SERVICES	12002 ROSETHORN DR,	AUSTIN	TX	78758-3
NAVAJO OFFICE PRODUCTS LLC	1200 S TAYLOR ST,	AMARILLO	TX	79101-4
CIELO OFFICE PRODUCTS, L.L.C.	1408 E JASMINE AVE STE A,	MCALLEN	TX	78501-5
SUMMUS INDUSTRIES, INC.	77 SUGAR CREEK CENTER BLVD, STE 420,	SUGAR LAI	TX	77478-3
UNIVERSAL PEN & PRINT, INC.	5351 BREWSTER ST,	SAN ANTOI	TX	78233-5
SOUTH CENTRAL SUPPLY LLC	828 BETTERMAN DR,	PFLUGERVI	TX	78660-5
MODULAR INSTALLATION SERVICES, INC.	8606 WALL ST,BLDG. 14 SUITE 150	AUSTIN	TX	78754-4
GILL DIGITAL SERVICES, LLC	4100 SPRING VALLEY ROAD # 920,	DALLAS	TX	75244
GLOBE OFFICE PRODUCTS	11500 FM 1960 RD W,SUITE # 215	HOUSTON	TX	77065-3
CROESUS CONSULTING AND INVESTMENT	14209 SUGARHILL DRIVE,	LITTLE ELM	TX	75068

CUEVAS DISTRIBUTION, INC.	PO BOX 161006,	FORT WOR	TX	76161-1
INDUSTRIAL SOLUTIONS	PO BOX 170488,	AUSTIN	TX	78717-0
ALPHA MATERIALS HANDLING, INC.	313 N 9TH ST,	MIDLOTHI/	TX	76065-2
SDF DESIGNS, LLC	2002 VISTA CREST DR,	CARROLLTC	TX	75007-1
DURAN INDUSTRIES, INC.	504 BUSINESS PARKWAY,	RICHARDSC	TX	75081
D.B. & J.A. WARD, INC.	180 IH 45 S,	HUNTSVILL	TX	77340-4
ABB HEALTHCARE SERVICES, LLC	6102 SKILLMAN ST STE 110,	DALLAS	TX	75231-7
THE PLAYWELL GROUP, INC.	203A STATE HWY 46 EAST,	BOERNE	TX	78006
AHI ENTERPRISES, LLC	16120 COLLEGE OAK,#105	SAN ANTOI	TX	78249-4
BOBTACK LLC	7712 CHANNELVIEW DR,	GALVESTOI	TX	77554-9
METROPLEX FACILITY SERVICES, LLC	1188 QUAKER ST,	DALLAS	TX	75207-5
SM FABRICATION & REPAIR, LLC	2065 ROCKY POINT TRAIL,	SAN ANGEL	TX	76905
PDME	1120 TORO GRANDE BLVD. BLDG 2 #208,	CEDAR PAF	TX	78613
SCHOOLOCKER TEACHER SUPPLY	127 DOS PISTOLAS,	DEL RIO	TX	78840-0
THE LUCK COMPANY	PO BOX 7768,	HOUSTON	TX	77270-7
PRODUCTS UNLIMITED, INC.	1900 PRESTON RD,SUITE 267 - PMB 297	PLANO	TX	75093-5
THE LYSANDER ELEMENT	518 COUNTY ROAD 2250,	GRAPELAN	TX	75844-7
MUSEUM FABRICATION GROUP LLC	318 BRIDLE TRL,	OAK POINT	TX	75068-2
MAVICH, LLC	525 COMMERCE ST,	SOUTHLAK	TX	76092-9
JDL CUSTOM INC.	146 GUADALUPE ST,	SAN ANTOI	TX	78204-3
C. HIGH QUALITY INSTALL, INC.	PO BOX 8322,	SAN ANTOI	TX	78208-0
FACILITIES RESOURCE, INC.	11100 METRIC BLVD STE 450,	AUSTIN	TX	78758-4
PALA SUPPLY COMPANY, INC.	14425 N INTERSTATE 27,	LUBBOCK	TX	79403-8
MCKINNEY OFFICE SUPPLY, INC.	P.O. BOX 845,	MCKINNEY	TX	75070
GO ENERGISTICS, LLC	PO BOX 92326,	SOUTHLAK	TX	76092-0
OFFICE INTERIORS GROUP, INC.	430 S MAIN ST,	GRAPEVINE	TX	76051-5
DEWITT POTH & SON	PO BOX 487,	YOAKUM	TX	77995-0
RA DESIGN STUDIO, LLC	1707 W DONOVAN ST,	HOUSTON	TX	77091-5
CHALLENGE OFFICE PRODUCTS, INC.	6015 SOUTH LOOP EAST,	HOUSTON	TX	77033-1
HERNANDEZ OFFICE SUPPLY	PO BOX 1604,	NEDERLAN	TX	77627-1

)ate : 2020/03/02 10:39:44
:MBL SUMMARY



Mon 3/2/2020 11:26 AM

Sarah Reynolds

Notice of Opportunity

To ○ Sarah Reynolds

Bcc ○ Rick Powell; ○ 'mary@houstonchemsafe.com'; ○ 'jrahardjo@canamwireless.com'; ○ 'sales@simbaindustries.com'; ○ 'cgbalque@insi-net.com'; ○ 'sales@alabequipment.com'; ○ 'icemanterm45@hotmail.com'; ○ 'bpickrel@ccsprojects.com'; ○ 'greerfabrics@sbcglobal.net'; ○ 'cedric@cdjconstruction.com'; ○ 'ycarroll@arribascientific.com'; ○ 'deals@advantagesupply.us'; ○ 'yusuf@vesi.com'; ○ 'james@workscapedesigns.com'; ○ 'tara@v-questtx.com'; ○ 'cwealth@commonwealthcomputer.com'; ○ 'john@sts360.com'; ○ 'disruptersllc@gmail.com'; ○ 'jherschell@medicalwholesale.com'; ○ 'santaannaglass@gmail.com'; ○ 'longbothamj@jtyler.com'; ○ 'timberly@jodac.com'; ○ 'garyw@nationalpci.com'; ○ 'osthree@prodigy.net'; ○ 'poverall@neutralposture.com'; ○ 'AWolf@RentalWorld.com'; ○ 'algregg@builtfordreams.com'; ○ 'sales@craftofficesystems.com'; ○ 'paulr@capitalbponline.com'; ○ 'cs@2mbp.com'; ○ 'shad@coastaltx.com'; ○ 'ruben@3vcompany.com'; ○ 'Adrian@rangersecuritydevices.com'; ○ 'contracts@sleeptronic.com'; ○ 'mallory@latsons.com'; ○ 'maxine@spectrumpaper.com'; ○ 'dkeller@skgtexas.com'; ○ 'sales@csgsupplies.com'; ○ 'julie@ablesland.com'; ○ 'lauraj@texaslibrary.com'; ○ 'richard.finn@mofsupply.com'; ○ 'baytincorp@aol.com'; ○ 'honor@royer-furn.com'; ○ 'glombardo@starofficeprod.com';

Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes 425-00, 420-00, 410-00, 415-00 which includes the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 200301 Furniture, Furnishings and Services. You are invited to participate.

https://www.tips-usa.com/rfp.cfm

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Best Regards,

Sarah Reynolds
Attorney at Law
Deputy General Counsel/Contract Manager
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
Telephone: (866) 839-8477
Direct Line: (903) 575-2673
FAX: (866) 839-8472
https://www.tips-usa.com/

TIPS VENDOR AGREEMENT

Between Global Industries, Inc. **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200301 Furniture, Furnishings and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements
The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS

Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent

governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded

Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures
Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor

prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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

Choice of Law
The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process
Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees

that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures
The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this

condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility

to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.

- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200301 Furniture, Furnishings and Services

Company Name Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go)

Address 17 West Stow Road

City Marlton State NJ Zip 08053

Phone 856-596-3390 Fax 856-552-1069

Email of Authorized Representative jfreund@globalfurnituregroup.com

Name of Authorized Representative Joseph Freund

Title Contracts Manager & Authorized Representative

Signature of Authorized Representative

Date 04/13/2020

TIPS Authorized Representative Name

Title

TIPS Authorized Representative Signature

Approved by ESC Region 8

Date

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200301
Global Furniture Group
Supplier Response

Event Information

Number: 200301
Title: Furniture, Furnishings and Services
Type: Request for Proposal
Issue Date: 3/5/2020
Deadline: 4/24/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Global Furniture Group Information

Contact: Joseph Freund
Address: 17 West Stow Road
Marlton, NJ 08053
Phone: (856) 596-3390
Fax: (856) 552-1069
Toll Free: (800) 220-1900
Email: jfreund@globalfurnituregroup.com

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

Joseph Freund
Signature

jfreund@globalfurnituregroup.com
Email

Submitted at 4/14/2020 3:55:51 PM

Requested Attachments

Vendor Agreement

200301 Vendor Agreement - Global.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200301 Agreement_Signature_Form - Global Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200301 Pricing_form_1 - GLOBAL.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200301 Pricing_form_2 - GLOBAL.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

References

Reference Form - GLOBAL.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Product Goods and Cover Letter.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED

040320 GLOBAL - Where to buy - Dealer Locations.xlsx

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty - All.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Global - Corporate Responsibility Report.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

Global ISO Certs through 2020.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

GLOBAL.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM - GLOBAL.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM rev111819RP - GLOBAL.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

1 **Yes - No**

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section.

NO

2 **Yes - No**

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp

Proof of one or both may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section.

No

3 **Yes - No**

The Vendor can provide services and/or products to all 50 US States?

Yes

4 **States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 **Company and/or Product Description:**

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Global Industries, Inc., a part of the Global Furniture Group (“Global”), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories.

6 **Primary Contact Name**

Primary Contact Name

Joseph Freund

7 **Primary Contact Title**

Primary Contact Title

Contracts Manager

8 **Primary Contact Email**

Primary Contact Email

jfreund@globalfurnituregroup.com

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8565963390

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8565521069

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

12 **Secondary Contact Name**

Secondary Contact Name

Katie Higgins

13 **Secondary Contact Title**

Secondary Contact Title

Contracts Administrator

14 **Secondary Contact Email**

Secondary Contact Email

khiggins@globalfurnituregroup.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8565963390

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8565521072

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Katie Higgins

19 **Admin Fee Contact Email**

Admin Fee Contact Email

khiggins@globalfurnituregroup.com

20	**Admin Fee Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8565963390
21	**Purchase Order Contact Name** Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Joseph Freund
22	**Purchase Order Contact Email** Purchase Order Contact Email jfreund@globalfurnituregroup.com
23	**Purchase Order Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8565963390
24	**Company Website** Company Website (Format - www.company.com) www.globalfurnituregroup.com
25	**Federal ID Number:** Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 520953534
26	**Primary Address** Primary Address 17 West Stow Road
27	**Primary Address City** Primary Address City Marlton
28	**Primary Address State** Primary Address State (2 Digit Abbreviation) New Jersey
29	**Primary Address Zip** Primary Address Zip 08053

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Seating, task, chairs, desking, files, filing, lounge, patient, healthcare, education, desks, Evolve, OTG, Offices To Go, GlobalCare, Global, textiles, Vion, Zira, Princeton, Luray, Accord, benching, fabric, vinyl, laminate, veneer, systems, panels, privacy, tables, height adjustable, in-stock, quick ship, guest seating, stools, counter height, bar height, tilter, pneumatic, ergonomic, lumbar support, nationwide, outdoor, nesting, training, industrial, heavy duty, reception, workspace, collaborative, modern, contemporary

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Marlton

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

New Jersey

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

51%

36 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

37 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

38 **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

39 **Years experience in category of goods or services**

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

50

40	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the ”Response Attachments” RESELLERS section. Yes
41	**Pricing discount percentage are guaranteed for?** Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? YES
42	**Right of Refusal** Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? Yes
43	**NON-COLLUSIVE BIDDING CERTIFICATE** By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

44 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

https://www.tips-usa.com/assets/documents/docs/CIQ.pdf

There is an optional upload for this form provided if you have a conflict and must file the form.

No

45 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

46 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

47 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

48 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

49	**Suspension or Debarment Instructions** Instructions for Certification: 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes

52

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53

2 CFR PART 200 Contracts

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

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

54

2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

55

2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

56

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

57

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

58

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

59

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

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

I HAVE NOT Lobbied per above

60

If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

61	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. NO

62	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. *No response*

63 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

Yes

64 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator’s fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

65 **Remedies Explanation of No Answer**

No response

66 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

67 **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

68 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor’s performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

69 **Infringement(s) Explanation of No Answer**

No response

70 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

71

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

72

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have ”covered” employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73	**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees** Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. I certify that: **NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. **OR** **SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history. (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days. (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination. None

74 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

75 **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company’s position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company’s failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

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

YES

76 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

77 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

78 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

79 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

80 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

81 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

82 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

83 **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be ~~<6%~~ annually per question

Vendor changed response to "14% or greater" on 12.13.21 to keep contract viable in current market.

84 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85	**Choice of Law clauses with TIPS Members** If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect. Agreed
86	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed
87	**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity** This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate. Agreed
88	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
89	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
90	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services wit the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
ASWB Association of Social Work Board	Jill Armm	jarmm@aswb.org	540-829-6880
Jackson, MO Police Department	Captain Scott Eakers	seakers@jacksonpd.org	573-243-3151
Milwaukee County DAS Facilities	Lynn Banovez	lynn.banovez@milwaukeecountywi.gov	414-278-4931

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Global Industries, Inc.
(Name of Corporation)

I, Jon Soll (Name of Corporate Secretary) **certify that I am the Secretary of the Corporation named as OFFERER herein above; that**

Alan D Breslow
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Executive Vice President of Sales and Marketing of Global Industries, Inc.
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

Jon Soll
SIGNATURE

4/10/2020
DATE

TIPS RFP # 200301

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Global Industries, Inc.

Name of company

Alan D Breslow, Executive Vice President Sales & Marketing

Printed Name and Title of authorized company officer declaring below the confidential status of material

17 West Stow Road	Marlton	NJ	08053	8565963390
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

OR ----------

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date 4-10-2020

don't worry...
we've got you covered

a **lifetime** of **value**
that's **always** in **style**

You can feel good about your decision to buy Global furniture. We have you covered so you can enjoy your purchase without worrying about future quality issues.



no worries
you're covered



what's covered under the global lifetime warranty?

Global's Lifetime Warranty covers seating, desks, tables, panels, metal storage and filing...everything you would need in a contract work environment covered for the life of the product.

NO WORRIES on plastic components, casters, glides, pneumatic cylinders, arm structures, arm caps and bases.

NO WORRIES on drawer slides, trays, locks, keys, metal legs and grommets.

NO WORRIES on panel frames, edges and work surfaces.

what if I need more information?

Consult the current Global list price book or simply contact Global Customer Relations at 800-220-1900.

GLOBAL THINKGLOBAL | 17 WEST STOW ROAD . MARLTON, NEW JERSEY 08053
1800.220.1900 . WWW.GLOBALTOTALOFFICE.COM

LIFETIME WARRANTY

Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

General Commercial Seating
Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and textile program cards), mesh material and electrical devices, are warranted for five (5) Years
- Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

Heavy Duty Seating
Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Granada Deluxe TS, Malaga TS, Mallorca TS, Maxima II, ObusForme Comfort TS, Robust, Saxon, Stamina+, Truform TS, Vion TS and Yorkdale TS.

Light Use Seating
Global offers light use seating that is warranted for ten (10) years for the original purchaser. The warranty covers all components (frames, glides, and arms). The foam/textiles are warranted for five (5) years. The warranty on these light use series is for an eight (8) hour day, forty (40) hour week for users up to 200 pounds. Light use product series that apply under this warranty currently consists of Galaxy and Key series.

Textiles
Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global carded textile programs are currently with Arc-Com, Momentum, Maharam, KnollTextiles, Designtex, Ultrafabrics, Dani and Spinneybeck. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

Seating Warranty Summary

Seating Type	Components Warranty For Original Purchaser	Use Time For Warranty Coverage	Exceptions
General Commercial Seating	Lifetime	8 Hours/5 Days Per Week	Foam/Textiles/Mesh/Electrical Devices - 5 Years Control Mechanisms - 12 Years
Heavy Duty Seating	12 Years	24 Hours/7 Days Per Week	Foam/Textiles - 5 Years
Light Use Seating	10 Years	8 Hours/5 Days Per Week	Foam/Textiles - 5 Years

Files, Desks, Modular Furniture, Tables, Panels & Accessories
Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years
- Folding tables (laminate and Lite Lift II models) – one (1) Year

Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Product Type	Components Warranty For Original Purchaser	Exceptions
Metal Storage and Filing	Lifetime	None
Laminate/Wood Veneer Desks and Modular Furniture	Lifetime	Tackboard Textiles , Electrical Devices,Task Lights - 5 Years
Productivity Solutions - Foli Height Adjustable Tables	Lifetime	Steel components - 10 Years, Moving components - 5 Years, All electical components - 2 Years
Boardroom, Conference and Training Tables	Lifetime	Electrical Devices - 5 Years
Panels	Lifetime	Panel Textiles, Electrical Devices, Task Lights - 5 Years
Coat Racks and Lecterns	5 Years	None
Folding Tables (Laminate & Molded)	1 Year	None

Global's Warranty does not apply (for any product category) to the following:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global's written instructions and warnings
- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

LIFETIME WARRANTY

GLOBALcare warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser.

GLOBALcare will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2012.

GENERAL GLOBALCARE SEATING

GLOBALcare's warranty for general commercial seating covers all chair components including bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and textile program cards) are warranted for five (5) Years
- Control mechanisms and pneumatic cylinders are warranted for ten (10) Years

The warranty applies only to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

HEAVY DUTY SEATING

GLOBALcare offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350, 500 and/or 750 pounds (depending on series and/or model). GLOBALcare warrants these products for ten (10) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Interlock, Nourish and Bariatric models of Aubra, Careflex, GC-Comet, Primacare, Primacare HT, Strand and GC-Belong.

FABRICS

GLOBAL warrants fabrics, vinyls and leather products marketed on Global, Global Branded cards and GLOBALcare Branded cards. GLOBALcare carded Branded textile alliance programs are currently with CF Stinson, Maharam, Mayer, Momentum and Morbern, and are warranted for five (5) years. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer's own specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

FILES, DESKS, MODULAR FURNITURE, TABLES, PANELS & ACCESSORIES

GLOBALcare warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

SEATING WARRANTY SUMMARY

Seating Type	Components Warranty For Original Purchaser	Use Time For Warranty Coverage	Exceptions
General GLOBALcare Seating	Lifetime	8 Hours/5 Days Per Week	Foam/Textiles/Mesh/Electrical Devices - 5 Years Control Mechanisms - 12 Years
Heavy Duty Seating	10 Years	24 Hours/7 Days Per Week	Foam/Textiles - 5 Years

FILES, DESKS, MODULAR FURNITURE, TABLES, PANELS & ACCESSORIES WARRANTY SUMMARY

Product Type	Components Warranty For Original Purchaser	Exceptions
Metal Storage and Filing	Lifetime	None
Laminate/Wood Veneer Desks, Sonoma and Modular Furniture	Lifetime	Tackboard Textiles , Electrical Devices, Task Lights - 5 Years
Boardroom, Conference and Training Tables, Occasional Tables	Lifetime	Electrical Devices - 5 Years

GLOBAL'S WARRANTY DOES NOT APPLY (FOR ANY PRODUCT CATEGORY) TO THE FOLLOWING:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to GLOBALcare's written instructions and warnings
- Modifications, attachments or repair methods not approved by GLOBALcare
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Global and GLOBALcare's warranty does not cover the costs of transportation or labor. Repair or replacement will be at GLOBALcare's option.
GLOBALcare makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall GLOBALcare be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

GLOBALcare's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

EVOLVE Lifetime Warranty



LIFETIME WARRANTY

Evolve warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. This warranty is made by Evolve only to original customers acquiring the product directly from Evolve's authorized dealers. The customer's sole remedy pursuant to this warranty is limited to repair or replacement of parts or product at Evolve's option. Consent from Evolve must be obtained before any warranty work is performed. This warranty shall not apply to any products which must be replaced because of normal wear and tear, negligence, abuse or "accident", shipping damage, or product use and installation other than in accordance with written instructions or warnings. It shall also not apply when product has been modified or altered, repaired or refurbished by someone other than Evolve or an authorized dealer or because of natural variations over which Evolve has no control. In the event of repair and/or replacement of any defective product, Evolve does not warrant matching color, grain, texture or dye lots.

Evolve's warranty does not cover the cost of transportation or labor. Repair or replacement will be at Evolve's option. Evolve makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, expressed or implied, other than those set forth in this Price List. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Evolve be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

This Lifetime Warranty is NOT applicable to customers who use Evolve products for rental purposes and is effective only for products, parts or components manufactured after January 1, 2011.

Evolve does not warrant color fastness on Customer's Own Material.

Because of natural variations over which Evolve has no control, this warranty does not extend to color, grain or texture of wood, and Evolve does not warrant matching of color, grain or texture. Evolve makes no warranties, including implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.

Exceptions to Warranty Include:

- Electrical componets, which are warranted for ten years from the date of delivery.
- Moving parts such as glides, slides, casters, user-adjustable worksurface mechanisms, which are warranted for five years from date of delivery.

LIMITATION OF REMEDY

Purchaser's sole and exclusive remedy (excluding the repair or replacement of goods for breach of the express warranty above) for any matter or claim arising under or relating to these terms and conditions, the goods covered hereby and any transaction involving or relating to such goods, whether in contract, tort (including negligence) or otherwise, shall be payment of the lesser of the cost to repair or replace said product or the purchase price for the goods to which the claim relates. In no event shall Evolve be liable for any special, indirect, consequential, or incidental damages, including without limitation, damages for loss of business profits, business interruptions, or loss of information.

EVOLVE'S WARRANTY DOES NOT APPLY (FOR ANY PRODUCT CATEGORY) TO THE FOLLOWING:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Evolve's written instructions and warnings
- Modifications, attachments or repair methods not approved by Evolve
- Damage caused by a carrier in transit, or delivery/ installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Evolve's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

Evolve Furniture Group
17 West Stow Rd. P.O. Box 562 Marlton, New Jersey USA 08053
T 856.552.4000 888.827.2500 **F** 856.552.4001
evolvefurnituregroup.com

evolve systems

EVOLVE Non-Obsolescence Policy



Evolve Furniture Group's commitment is to continue to innovate and provide continuity to our product lines. The Evolve Furniture Group will commit to a continued supply of product compatible with those purchased today for as long as the original customer owns the product or 25 years in the case of a corporate purchaser.

All Evolve Furniture Group products are designed and manufactured to withstand repeated service, repair and handling, and carries a lifetime warranty. Evolve Furniture Group's goal is to ensure that products can be refurbished, disassembled or upgraded as required. In addition, standardization of many parts and components facilitates ease of maintenance, servicing, assembly, and reconfiguration or reassembly.

Evolve Furniture Group
17 West Stow Rd. P.O. Box 562 Marlton, New Jersey USA 08053
T 856.552.4000 888.827.2500 **F** 856.552.4001
evolvefurnituregroup.com

WARRANTY

Offices To Go® warrants its products to be free from defects in material and workmanship subject to the limitations below. This warranty is made by Offices To Go® only to original end user customers acquiring the product directly from authorized Offices To Go® dealers. The customer's sole remedy under this warranty is limited to repair or replacement at Offices To Go®'s option. Consent from Offices To Go® must be obtained before any warranty work is performed. This warranty shall not apply to any products which must be replaced due to normal wear and tear, negligence, abuse or "accident", shipping damage or product use other than in accordance with written instructions or warnings. It will also not apply when product has been modified or altered, repaired or refurbished by someone other than Offices To Go®. This warranty does not cover the cost of transportation or labor. Offices To Go® can make no warranty that any of its products are suitable for any particular purpose and can make no other warranties, expressed or implied. In no event shall Offices To Go® be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This warranty is not valid if the products are used for rental purposes.

Under this warranty, claims must be made within the following periods from the original date of purchase: (a) non-moving parts are warranted for five years; (b) drawers, slides, leveling glides, locks and other moving parts are warranted for two years; (c) gas cylinders, mechanisms and other moving parts are warranted for two years; and (d) upholstery materials and foam are warranted for two years.

Desking warranty is based on an eight hour, single shift work day. Seating Warranty is based on an eight hour, single shift work day for users weighing up to 250 pounds. NOTE: Select light duty stacking chairs; OTG11696, and OTG11697, are warranted for users weighing up to 200 pounds.

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 200301

Solicitation Title: Furniture, Furnishings and Services

Modify Solicitation

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 3/5/2020

Internal Notes

Response Due Date: 4/17/2020

Response Due Time: 3:00 PM

Cancel Solicitation

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation docThis is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 42500-Furniture: Office
42000-Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School
41000-Furniture: Health Care, Hospital And/Or Doctor'S Office
41500-Furniture: Laboratory

Published Details Internal Notes

Record Attachments

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 200302

Solicitation Title: Data Center Hosting, Sales and Service

Modify Solicitation

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 3/5/2020

Internal Notes

Response Due Date: 4/17/2020

Response Due Time: 3:00 PM

Cancel Solicitation

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 92000-Data Processing, Computer, Programming, And Software Services
20800-Computer Software For Microcomputers, Systems, Including Cloud-Based (Preprogrammed)

Published Details Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_189788_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings

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Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 200303

Solicitation Title: Comprehensive HVAC (3) 2 Part

Modify Solicitation

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 3/5/2020

Internal Notes

Response Due Date: 4/17/2020

Response Due Time: 3:00 PM

Cancel Solicitation

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 03100-Air Conditioning, Heating, And Ventilating Equipment, Parts And Accessories (See Class 740 Also)
82000-Steam And Hot Water Boilers And Steam Heating Equipment
91000-Building Maintenance, Installation And Repair Services
91200-Construction Services, General (Incl. Maintenance And Repair Services)
90900-Building Construction Services, New (Incl. Maintenance And Repair Services)

Published Details Internal Notes

Record Attachments

#	Name	Description

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 200304

Solicitation Title: Photography

Modify Solicitation

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 3/5/2020

Internal Notes

Response Due Date: 4/17/2020

Response Due Time: 3:00 PM

Cancel Solicitation

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 65500-Photographic Equipment, Film, And Supplies (Not Graphic Arts, Microfilm, And X-Ray)
96104-Artists (Including Digital Artists)

Published Details Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_189790_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 200305

Solicitation Title: Waste Management, Recycling, and Sustainability

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 3/5/2020

Response Due Date: 4/17/2020

Response Due Time: 3:00 PM

Solicitation Description:

Modify Solicitation

Internal Notes

Cancel Solicitation

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 95896-Waste Management Services
92677-Recycling Services
92600-Environmental And Ecological Services

Published Details Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_189794_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a

Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 200306

Solicitation Title: Vaping Sensors

Modify Solicitation

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 3/5/2020

Internal Notes

Response Due Date: 4/17/2020

Response Due Time: 3:00 PM

Cancel Solicitation

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 34080-Smoke Detecting Equipment (Incl. Smoke Alarms)
99005-Alarm Services
99050-*Installation Of Security And Alarm Equipment

Published Details Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_189795_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete

March 2020 State of Texas Comptroller NIGP Codes

Solicitation Number	NIGP Codes				
200301	425-00	420-00	410-00	415-00	
200302	920-00	208-00			
200303	031-00	820-00	910-00	912-00	909-00
200304	655-00	961-04			
200305	958-96	926-77	926-00		
200306	340-80	990-05	990-50		

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

February 25, 2020

Pittsburg Gazette
112 Quitman Street
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE** on **Thursday, March 5, 2020 and Thursday, March 12, 2020**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200301	Furniture, Furnishings and Services
200302	Data Center Hosting, Sales and Service
200303	Comprehensive HVAC (3) 2 Part
200304	Photography
200305	Waste Management, Recycling, and Sustainability
200306	Vaping Sensors

Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad*.**

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

Kristie Collins
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

The Pittsburg Gazette

PUBLISHER'S AFFIDAVIT

State of Texas
(County of Camp)

Before me, the undersigned authority, on this day personally appeared **Toni Rowan**, Publisher of *The Pittsburg Gazette*, a weekly newspaper of general circulation published at Pittsburg in Camp County, Texas, who deposes and says that the advertisement was published in the regular issue(s) of *The Pittsburg Gazette* on March 5, 2020 and March 12, 2020.

Signed _____
Toni Rowan

STATE OF TEXAS
COUNTY OF CAMP

Sworn to and subscribed before me on this 12 day of March, 2020, by Toni Rowan.

KEILANI SAMANTHA CREEK
Notary ID # 130739726
My Commission Expires
July 14, 2020

_____
Notary Public

My commission expires: 7-14-2020

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each additional word 25¢

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1 BR - Village Apts.

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Pittsburg, TX 75686
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Now accepting applications
- Multi-Family Affordable Housing
- 2, 3, & 4 Bedroom Apartments
- CH/A
- Patio
- Appliances
- W/D connections
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- Community Room
- Social Services
- Office Open 8-5 Weekdays

Equal Housing Opportunity | Handicap Accessible

HELP WANTED

Experienced Concrete/Masonry labor needed for project
Call 512-431-8947

To advertise your **GARAGE SALE** call **903-856-6629**

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Find what you need every week in
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Clean, insulated, card operated security gates, 24 hour access. Moving supplies and U-Haul Dealer.

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Sizes from 5x10 to boat size.
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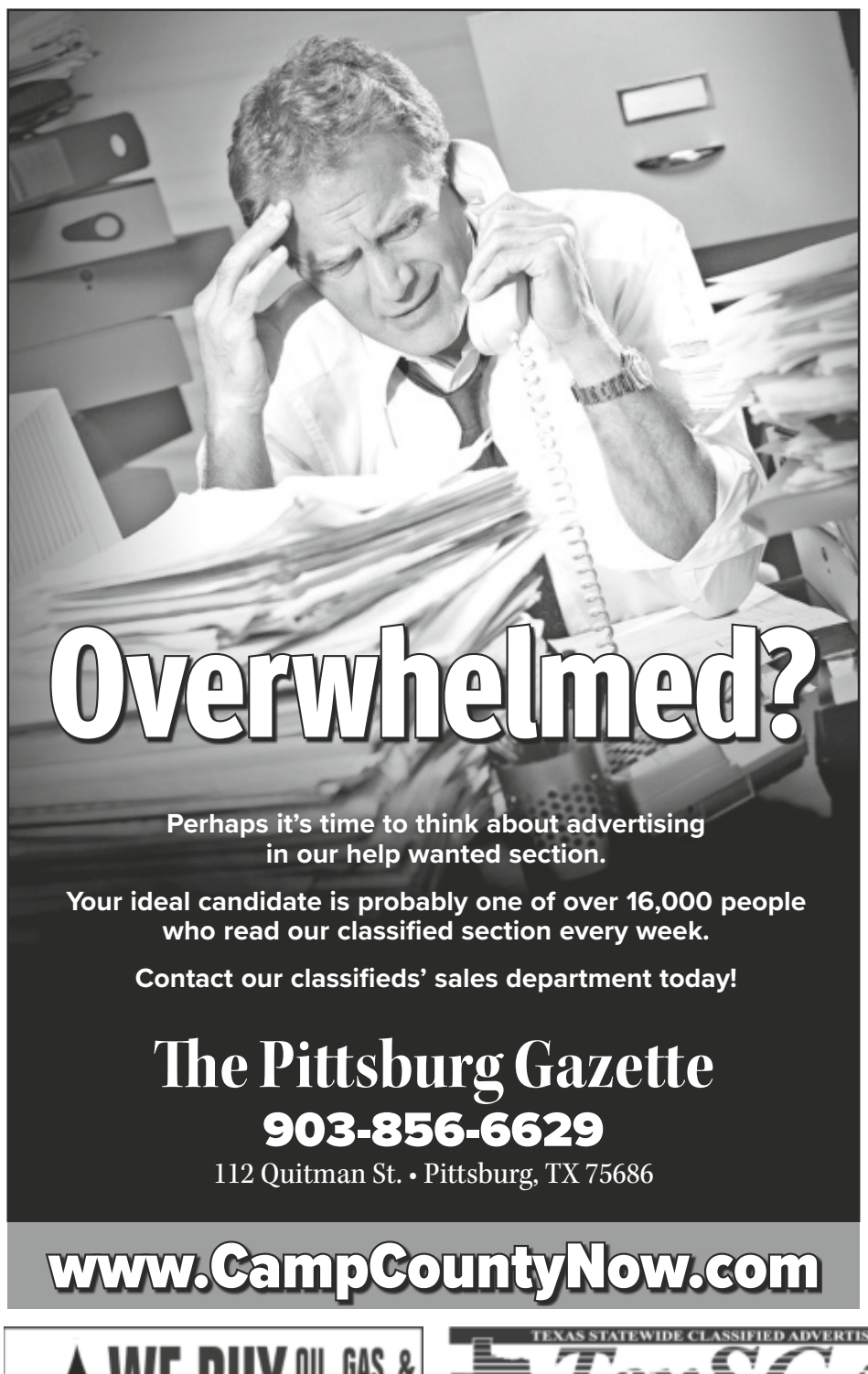
GUN SHOW

Jefferson Gun Show March 7-8 (305 E Austin St) Sat 9-5; Sun 10-4; Rifle Giveaway by J-N Fence and Historic Jefferson Railway; Guns, Knives, WWII Militaria, Leather Goods, more (903) 431-0043



LEGAL

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, The City of Pittsburg has received an application for consideration requesting Special Use Permit for a Billboard of the following property described below:

Property Description: LOT 01 PT BLK 31 CITY OF PITTSBURG: 105 N Greer Blvd, Pittsburg TX 75686, 2.33 Acres PID276. Zoned as B-2 GENERAL BUSINESS DISTRICT: This district accommodates a use which requires considerable space for display sales or open storage, or by the nature of the use is generally not compatible with uses in the B-1 district.

Property Owner: EVETTS OIL CO. Before authorization of the preceding special use, the Planning and Zoning Commission of the City of Pittsburg will hold a Public Hearing on March 17th, 2020 at 4:00 P.M at City Hall, 200 Rusk Street for the purpose of considering this request. The City Council of the City of Pittsburg will hold a Public Hearing on Monday April 13th, 2020 at 5:30 PM, located at City Hall, 200 Rusk Street, Pittsburg Texas for the purpose of discussing and considering action on the Special Use Permit.

NOTICE

PUBLIC HEARING NOTICE: NOTICE IS HEREBY GIVEN, The City of Pittsburg has received a request to consider amending City Ordinance Chapter 14 Zoning/ Section XXII Height and Area Exceptions .The Planning and Zoning Commission of the City of Pittsburg will hold a Public Hearing on March 17th, 2020 at 4:00 P.M at City Hall, 200 Rusk Street for the purpose of considering amendments to the City Ordinance Chapter 14 Zoning/ Section XXII Height and Area Exceptions. The City Council of the City of Pittsburg will hold a Public Hearing on Monday April 13th, 2020 at 5:30 PM, located at City Hall, 200 Rusk Street, Pittsburg Texas for the purpose of discussing and considering action on the proposed Ordinance Amendment.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
200301 Furniture, Furnishings and Services
200302 Data Center Hosting, Sales and Service
200303 Comprehensive HVAC (3) 2 Part
200304 Photography
200305 Waste Management, Recycling, and Sustainability
200306 Vaping Sensors
Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

AUCTIONS

Kurt & Mary Jane Vanderslice Estate
ONLINE AUCTION
121 CR 2610, Mineola, TX
Selling: Over 500 Lots Including: 1929 Ford Model A, 1966 Ford Mustang, Kubota RTV 900 UTV, Antique Farmall, Ferguson & Ford Tractors, 15+ Guns/Gun Safe, Ammo Reloading Equipment & Supplies, Woodworking & Shop Tools, Shelving, Household Furniture, 100s of Collectible Porcelain Dolls, Rockwell & Hummel Figurines/ Plates, Hallmark Kiddie Cars, Bill Jaxon Numbered Prints, 100's of Dept 56 'Snow Village' Collectibles, Desert Rose Pottery, Several 'Southern Living at Home' Items, Commercial Cookware & Appliances, Outdoor Grills, Huge of Brassware for Weddings/Etc., Wine Making Equipment, Supplies, 300+Bottles & Misc., Lots of Stained Glass, Lead & Supplies, Plus Lots & Lots More!!!!
To View Photos & Start Bidding Go To:
www.RedDotAuctioneers.HiBid.com
Bidding Now Open!
Bidding Starts Closing on Monday, March 23rd at 5:01 PM (CST)
Preview Dates: Saturday-March 7th (9am-2pm) & March 14th (9am-2pm)
14% Buyer's Premium w/4% Cash Discount
RED DOT AUCTIONEERS
Brett R. Thomas - TXL#6248
RE Broker/Auctioneer
For More Information Call: 903-767-1133

ESTATE SALES

ESTATE SALE
102 Magnolia • Pittsburg
March 5–7
Thur, Fri 9am-4pm • Sat 9am-3pm
Huge house absolutely stuffed with fun treasures including beautiful furniture, several curios & hutches, TONS of collectibles, large Lane cedar chest, great selection of ladies fashions, huge selection of collectible dolls, artwork, beautiful glassware & crystal, stuffed kitchen, several sets of dishes, huge selection of cute decor items, lots of small tables and misc furniture, and much more.
Over 100 photos and long list of items at
http://agoldenestatesale.com

GARAGE SALES

Bethel Baptist Church
has an abundance of leftover items from garage sales that we want to give away for **FREE.** There are some household items and knick-knacks, but it's mostly clothes. We have men's, women's children's and baby clothes of many sizes. Please stop by Bethel Baptist Church's gym on 614 Mount Pleasant St. in Pittsburg on Saturday, March 7 from 8 a.m. to 3 p.m.
We invite you to take as much as you need!
EVERYTHING IS FREE!

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TexSCAN Week of March 1, 2020

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Hunting/investment/recreational property. We have some of the best in Texas! From the Hill Country (Edwards, Menard, Coke, Val Verde County, free ranging exotics) to South Texas (Kinney, Duval, Live Oak County, whitetail, hogs). Large or small acreage. 30-year fixed rate owner financing, only 5% down. Call toll-free or email for individual prices and terms, www.ranchenterprisesltd.com, 800-876-9720.

AUCTION
Special Replacement Spring Female Sale, Sat. Feb. 29, noon, Hallettsville Livestock Commission Co., Hallettsville, TX. Brangus, Braford, Crossbred, Brahman; Bred, Pairs, Open Heifers. 361-293-4949 or 361-293-8116.

CHARITY
Donate a boat or car today to Boat Angel. 2-Night Free Vacation. Sponsored by Boat Angel Outreach Centers to stop crimes against children. 800-700-BOAT, www.boatangel.com.

EVENTS
Ingleside Round-Up Days and Music Festival, March 20 & 21, N.O. Simmons Park, Ingleside, TX. Music, Food & Fun. Admission $5. Presented by the Ingleside Chamber of Commerce, www.inglesidetxchamber.com.

LEGAL ASSISTANCE
Mesothelioma may occur 30 to 60 years after exposure to asbestos. Many workers were exposed from the 1940s through the 1970s. Industrial and construction workers, along with their families (second hand exposure) are among those at risk for mesothelioma, lung cancer or gastro cancer (throat, stomach, colon). Call 800-460-0606 for professional legal insight or visit www.Asbestosl.aw.com.

OIL AND GAS RIGHTS
We buy oil, gas & mineral rights. Both non- producing and producing including non-Participating Royalty Interest (NPRI). Provide us your desired price for an offer evaluation. 806-620-1422, LoboMineralsLLC@gmail.com. Lobo Minerals, LLC, PO Box 1800, Lubbock, TX 79408-1800.

REAL ESTATE
For Sale by Owner – Ready to build plots in Runaway Bay, TX next to Golf Course, neighboring fast growing Denton county. Information: www.rockwall-group.com. Phone: 214-436-2153.

MEDICAL
Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free information kit! Call 866-747-9983.

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STEAKS
ENJOY 100% guaranteed, delivered to-the-door Omaha Steaks! SAVE 68% PLUS get 4 FREE Burgers. Order The Favorite Gift - ONLY $69.99. 1-866-879-0154 mention code:59104KRJ or visit www.omahasteaks.com/love48.

WANTED
I Buy RVs – Travel Trailers, 5th Wheels, Goosenecks, Bumper Pulls. In Any Area, Any Condition – Old/ New, Dirty or Clean! I PAY CASH. No Title – No Problem, we can apply for one. ANR Enterprises, 956-466-7001.

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AD RATE 20 words $9 each additional word 25¢

LEGAL

Request for Qualifications

Northeast Texas Community College (NTCC) District invites all "qualified professional financial services firm(s)" to submit request for qualification (RFQ) responses for NTCC's District-Wide External Financial Auditing Services for the following solicitation:

- **Request for Qualification (RFQ) # RFQ Audit 2020-01**
  RFQ can be found at www.ntcc.edu/about-us/public-notices

Submit response to:
Northeast Texas Community College (NTCC)
Business Office
Attention: Jeff Chambers
 # RFQ Audit 2020-1
2886 FM 1735
Mount Pleasant, Texas 75455

By no later than: April 8, 2020 at 2:00 p.m., Central Standard Time (CST)
One the date and at the time for submission of proposals, responses will be opened and identified by proposer name. However, proposals will not be read aloud. Proposals that arrive after the date and time for submission of proposals will be considered late and will not be opened.

Proposals from respondents may not be withdrawn for a period of **one hundred twenty (120) days** subsequent to the date and time for submission without the consent of the Vice President for Administrative Services.

NTCC reserves the right to accept or reject any or all proposals in whole or in part, to waive informalities or technicalities, to clarify ambiguities, and to award items or groups of items as may be in the best interest of NTCC.

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Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

NOTICE TO CREDITORS

Notice is hereby given that original Independent Letters Testamentary for the **Estate of Bobby Ray Presley, Deceased**, were issued on February 28, 2020, under Docket No. P-20-10170, pending in the County Court of Camp County, Texas, to: **Tressie Lavonne Presley**.

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

c/o: **Paul W. Mayben**
Attorney at Law
PO Box 100
Pittsburg, Texas 75686-0100

DATED this 28th day of February, 2020.

Paul W Mayben
Attorney for Tressie Lavonne Presley
State Bar No.: 13272000
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February 25, 2020

Don Whitman
Russell Johns Associates LLC
1001 S Myrtle Ave. Suite 7
Clearwater, FL 33756

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Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

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April 27th 2020

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On this the 27th day of April 2020, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

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Thursday, March 5, 2020

Lochte takes aim at 5th lap in Olympics

Tommy Birch
The Des Moines Register
USA TODAY Network

DES MOINES, Iowa – Swimming star Ryan Lochte still has plenty he wants to accomplish in his athletic career.

He prefers to keep the majority of his goals to himself. But he can't hide the most obvious.

"Those are my goals – the goals that I want to accomplish in the sport of swimming," Lochte said. "So I'm going to keep them to myself and keep everyone guessing. The most important one, I think everyone knows, is I want to make my fifth Olympic team."

Lochte is in the middle of that quest.

He's in Des Moines this week competing in the TYR Pro Swimming Series at MidAmerican Energy Company Aquatic Center at Wellmark YMCA. Lochte is one of more than 300 swimmers expected to compete in 28 events from Wednesday through Saturday.

Lochte, a swimming legend with 12 Olympic medals, 27 World Championship medals and a total of 90 medals in major international competitions, is one of the event's biggest headliners. And for good reason.

The spotlight has been shining on Lochte in and out of the pool for years. He's not just a decorated swimmer but one of the sport's most polarizing figures as a reality show star.

During the 2016 Olympics, Lochte was at the center of an international controversy when he falsely claimed that he and three other American swimmers had been robbed while in Rio de Janeiro. Lochte later apologized for lying about the incident, leading USA Swimming to suspend him from domestic and international competitions for 10 months.

Lochte was suspended again in 2018 for 14 months for using a prohibited intravenous infusion.

Lochte says he's grown from the controversies.

"I've grown dramatically," he said.



Ryan Lochte has won 12 Olympic medals and 27 World Championship medals. ROB SCHUMACHER/USA TODAY SPORTS

"I've really grown especially in the past three years, four years since 2016. I think I've grown so much. My life has changed so much. I'm a different person than I was. It's just amazing – I'm so happy with everything that's going on in my life that I'm excited to see what's in store for later on in my next chapter of life."

His hope is that it includes the sport's biggest stage again.

Lochte, who has been training in Florida, has been preparing for the Olympic Swim Trials in June. He said he spends his days swimming and weight training.

The rest of his time is dedicated to his wife and two kids.

The former reality television star said he's enjoying this stage in his life.

"That's basically my life right now," Lochte said. "I don't get naps or anything like that. It's basically swimming, going home and being a dad and a husband.

"I wouldn't change it for the world. It's the most fun I'm having right now."

The 35-year-old said feels great physically and believes he is still among the world's elite.

"I wouldn't be back in the water training this hard if I didn't believe in myself – that I could do it – beating my body up every day," Lochte said. "So I definitely feel like I do have a shot.

"It's going to be a lot harder than it's ever been in my entire life but I definitely believe I have a shot."

Fast pool lures Ledecky, Olympians to Des Moines

Tommy Birch
The Des Moines Register
USA TODAY

DES MOINES, Iowa – Olympic gold medalist Katie Ledecky had never been to Des Moines before this week. But the decorated swimmer had heard plenty about the central Iowa town before arriving for the TYR Pro Swim Series.

Ledecky talked to plenty of coaches and swimmers who experienced the event's first run at MidAmerican Energy Company Aquatic Center at Wellmark YMCA last year. They all said the same thing.

They loved it.

"Some of my fellow national team members – I remember training with a couple of them at a training camp right after they competed in Des Moines," Ledecky said. "They were all talking about how great the energy was and how Des Moines really put on a good show and they really treated the athletes well. Word travels and we all talk about meets. I've heard it quite a bit."

Ledecky will experience it firsthand this week when the marquee meet returns. She will be one of more than 300 swimmers from around the globe, including world champions, world record-holders, Olympic medalists and up-and-coming stars, who are expected to compete in the 28 events, which run from Wednesday through Saturday.

Des Moines is the third of five stops in the 2020 series, which includes events in Greensboro, North Carolina; Knoxville, Tennessee; Mission Viejo, California; and Indianapolis.



Katie Ledecky says of the TYR Pro Swim Series in Des Moines: "It'll be kind of a good launching point into the next block of training." KELVIN KUO/USA TODAY SPORTS

Des Moines' debut event last year was a resounding success for the city and the pool, which opened its doors in 2018.

Things went so well that an elite group of swimmers are now flocking to Des Moines to take part in it this time.

Caeleb Dressel, a two-time gold medalist at the 2016 Olympics, will be on hand. So will Simone Manuel, a four-time Olympic medalist, and Ryan Murphy, who won three golds in the 2016 Olympics.

Swimming legend Ryan Lochte, who has 12 Olympic medals and 27 World Championship medals, also will compete.

Lochte, who was suspended for 14th months in 2018 for receiving an intravenous infusion, wasn't eligible last time, but he's heard the same rave reviews of Des Moines from his training partners.

"They went last year and they just said how the pool was really fast," Lochte said. "Just like the crowd and everything that it was a really good swim meet. I was a little bummed that I couldn't swim or partake in that last year, but I'm very excited to be doing that this year."

The headliner of the event might be Ledecky, a two-time Olympian and winner of six Olympic medals. The 22-year-old, who owns the world record in the 400, 800 and 1,500 freestyle, has won more World Championship medals (18) than any other woman in the history of the sport.

She has her sights on adding to that impressive resume during the Olympic swim trials in June.

Ledecky said the trip to Des Moines plays a pivotal role in her journey back to the Olympics, especially with the 2020 Games just around the corner.

"It'll be a good test," Ledecky said. "We have a couple more meets between now and the Olympic trials, but each meet is a good marker and a good chance to see what I need to continue to work on over the next couple of months. It'll be kind of a good launching point into the next block of training."

Lochte, who has been training hard in Florida, said he was anxious to compete.

"It doesn't matter how hard you train in practice," Lochte said. "Practice is practice. "When you go to a swim meet, it matters about racing. And the more racing you do, the better you get. So any chance that I can get on those blocks and just race other people, it's better for me.

"I'm really, definitely looking forward to getting back into it and into the racing mode."

While Des Moines won't make or break any Olympic plans for competitors, it should be a solid – and entertaining – show for swimming fans, offering a possible preview of the some of the events in Tokyo this summer.

After hearing so much about Des Moines, Lochte said he's pumped to finally experience it.

"I'm very excited to go to Des Moines and get some quality racing in and have fun," he said.

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Thursday, March 12, 2020

Winning NC Central coach set for decade

Dan Wolken
USA TODAY



LeVelle Moton has a 199-126 record in 10 years as head coach at North Carolina Central. PETER CASEY/USA TODAY SPORTS

For an industry that loves to send bright young coaches up through the ranks, sometimes before they've proved anything on the court, it's somewhat puzzling that LeVelle Moton is still at North Carolina Central.

Moton, 45, is already responsible for the best stretch of basketball since the historically black university joined Division I, having won the Mid-Eastern Athletic Conference tournament four times with a possible fifth this weekend.

Even some of his former players are surprised he hasn't parlayed that success into a higher-profile job.

"We thought he was going to leave possibly going into my senior year because we came off such a great year and he showcased himself and was a hot commodity," said Jordan Parks, who was part of North Carolina Central's first NCAA tournament team in 2014. "He's a phenomenal coach. But it's hard to say because he has a strong bond with the university being an ex-player (at NCCU), being from Raleigh and doing all the things he's done. He wants to do culture-shifting things. He'd love to take N.C. Central and break that stigma of being just an HBCU basketball program."

But there's another factor to Moton's longevity at N.C. Central beyond just loyalty: his contract.

Out of the 62 Division I coaches at a public school whose contract terms USA TODAY Sports obtained for its annual pay survey, nobody has a longer-term deal than Moton, who is guaranteed to make $325,000 annually plus bonuses through the 2030-31 season.

Though the reasons for extending Moton's contract out that far after another NCAA tournament bid last season are likely easy to explain, North Carolina Central declined interview requests with any coach or administrator to discuss Moton's contract. "(Moton) does not want to draw attention to the details of his contract," spokesman Kyle Serba wrote in an email.

Those details, however, are both publicly available and relevant in understanding how a small school that competed in Division II until 2007 has rewarded a uniquely successful coach with job security that goes far beyond what his peers have been able to obtain.

After being elevated to head coach in 2009, he signed an eight-year contract on April 1, 2014, following the program's first NCAA tournament appearance. It was extended in 2017 for a new eight-year term, increasing his guaranteed salary from $250,000 to $288,000. But this time, it included a clause that Moton would automatically have a year added to the end of the contract (up to three years total) if N.C. Central won either the MEAC regular-season or tournament title. Finally, N.C. State sweetened Moton's deal again last spring after its third straight MEAC tournament title, extending the deal through 2030 with the same potential three-year rollover provision. Because of the Eagles' regular-season title, that means he will begin the 2020-21 season with 11 years remaining on his deal with a total of $3.575 million in salary guaranteed.

That level of commitment is justified, according to former player Kyle Benton, because Moton has proved the ability to sustain that success even though the roster changes significantly nearly every year. "The last three years there were times me and former players would look back and say, 'Hey, is this team going to be the same? But when MLK Day comes around, he says that's when his teams start to click," Benton said. "What has happened is North Carolina Central has become that target school people are either really scared of or really prepared to play. It's the other teams' championship game."

The success has given Moton the leverage to secure other contractual perks, including a courtesy car and a clause that was added in 2019 to pay for travel accommodations for his wife and children to half the team's road games and all postseason games.

Moton can earn a $1,000 bonus for every athlete who graduates within their five-year NCAA eligibility clock, $4,500 if the team reaches a 950 APR or a 3.0 GPA, $4,000 for winning 20 games, $7,500 for a MEAC regular-season title and $15,000 for winning the conference tournament.

But Moton's biggest potential bonus comes in the form of a one-time payment equal to 20% of the net revenue (minus travel expenses) N.C. Central collects for playing non-conference guarantee games if that total number reaches $250,000. Last year, under slightly different contract terms than he has in his new deal, that payout to Moton totaled $44,244.58.

The long-term commitment Central has already made could pay off if it keeps him around a few more years.

"He just knows what he's doing," Parks said. "He knows who to recruit, who fits into his program. He's not always looking for the best player, he's looking for the guy who is going to buy in and he'll showcase what it is you do well. I really think he has a few steps ahead of the other programs where he just knows how to get it done and what it takes to win. I truly believe he can do it at any level, not just the MEAC or HBCU level."

Often it's a struggle for coaches at HBCUs to get attention from schools in higher-level conferences, largely because the number of guarantee games they have to play to make their budget distorts their record. This season the Eagles started 3-10 playing against the likes of Georgia, Louisville and Wofford before proving themselves as MEAC's top team with a 13-3 league record.

Few know that reality as well as Cy Alexander, who won a combined six MEAC tournament titles at South Carolina State and North Carolina A&T before retiring in 2016. Alexander interviewed for numerous jobs over the years that would have paid him more money and given him a bigger platform but always found himself as the runner-up in those searches. He wonders if the same stigma has been attached to Moton.

"I don't think he loses a lot of sleep because he hasn't gotten that opportunity," Alexander said. "At some point maybe you say to yourself, 'I can keep winning championships and make history at my alma mater and I've taken care of my family real well.' That's what happened with me, and at some point you say make the best of where you are. You can become so frustrated that it takes your eye off the prize and the prize is still to try to win championships.

"But he deserves that opportunity. He's a great tactician and a genuine high-level Division I college basketball coach. He could coach at any level, and he's proven that with the success he's had."

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In re Diocese of Rochester
Case No. 19-20905

PLEASE TAKE NOTICE THAT, On September 12, 2019, the Diocese of Rochester ("Diocese") filed for protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

The Bankruptcy Court has established August 13, 2020 at 11:59 p.m. (prevailing Eastern time) as the deadline to file proofs of claim against the Diocese (the "bar date").

If you have a claim against the Diocese, including, without limitation, a claim related to sexual abuse committed by any person connected with the Diocese, you must file a claim on or before the Bar Date.

Please visit https://case.stretto.com/rochesterdiocese or call (855) 347-3773 for more information on how to file your proof of claim.

IF YOU DO NOT TIMELY FILE A PROOF OF CLAIM, YOU MAY FORFEIT YOUR RIGHT TO VOTE ON ANY PLAN OF REORGANIZATION AND TO SHARE IN ANY DISTRIBUTIONS MADE TO CREDITORS IN CONNECTION WITH THE DEBTOR'S CHAPTER 11 CASE.

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at **www.tips-usa.com** for the following categories:

- **200301 Furniture, Furnishings and Services**
- **200302 Data Center Hosting, Sales and Service**
- **200303 Comprehensive HVAC (3) 2 Part**
- **200304 Photography**
- **200305 Waste Management, Recycling, and Sustainability**
- **200306 Vaping Sensors**

Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time.

Call 866-839-8477 for problems with website or questions.

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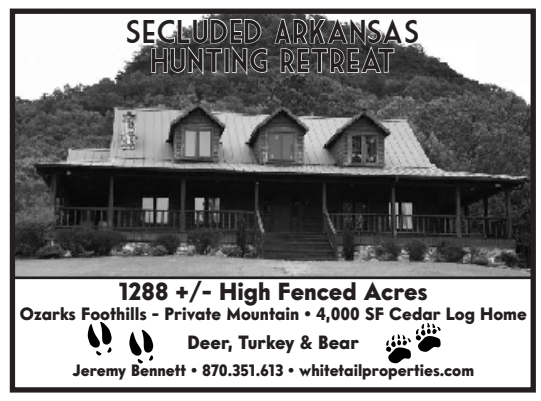

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www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

February 25, 2020

The Advocate
C/O Legal Notices (Kristi Bunch)
PO Box 588
Baton Rouge, LA 70821

Please print the following **LEGAL NOTICE** on **Thursday, March 5, 2020 and Thursday, March 12, 2020**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200301	Furniture, Furnishings and Services
200302	Data Center Hosting, Sales and Service
200303	Comprehensive HVAC (3) 2 Part
200304	Photography
200305	Waste Management, Recycling, and Sustainability
200306	Vaping Sensors

Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

Kristie Collins
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

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Advertiser:
Section/Page/Zone: MAI/D011/MAI
Description:
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THE ADVOCATE
Baton Rouge, Louisiana

Publication Date: 03/05/2020

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Advocate on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Condos & Townhouses

1 BR 1 ba. condo. 500 sq. ft. Near LSU. $200 dep. $585 mo. Call 225-315-2671

Duplexes

4800

SPECIAL! 2 & 3BR duplexes avail in Baker. W/D/c $650-$900. No pets. 407-346-3129

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RENTAL HOMES 654-9262

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Owner is a licensed realtor

Houses - Unfurn. Area 3

1, 2 & 3 BR mobile homes, $475 & up 6061 Plank Rd ☎ 225-978-4653

2 br RTO $600/mth 2932 Byron Quiet area 225-276-0089 or 985-974-0978.

3br/1.5ba $750 or 4br/2ba $995 Central A/H. 225-810-0775 or 225-955-8970

3br 5348 E. Brookstown $595/mth $400/dep Call 225-931-2554

PEACE AND QUIET
Large Garden Homes, high ceilings, big kitchen with lots of cabinets, huge walk -in closet in mstr, all appl. Dbl carport. Quiet, secure NHBD. 3BR/2BA
Call Today!! Tower Mgmt.
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2 BR or 3 BR, 2BA. garden home F/P, garage. $1050 / $1075 + $1000 dep. No pets. No smoking. 225-275-0350

Houses - Unfurn. Area 5

828 S. 17th St. 70802. 2-BR, 2-bath. $600 month plus deposit. 225-201-0028, Must fill renter application.

Houses - Unfurn. Area 7

New Roads - 1, 2 & 3 BR mobile homes $475 & up. 2351 Hospital Rd. ☎ 225.978.4652

Mobile Homes for Rent

1, 2 or 3BR MH for rent Port Allen. $620 mo. 225-336-1219

16x85 3 BR, 2 BA St. Amant. $1000 mo. $1000 dep. All appl. No pets. 225-910-0301

3BR/2BA MH in Central. Nice yrd & shop. $900 mo+ $600 dep. Call 225-262-7273

Rental Information

KEYFINDERS 293-3000
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Rooms for Rent

Rooming House Furnished Rooms. $115/wkly $460/mo. 225-999-7827

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Motor Homes
Travel Trailers

ATV

2010 KUBOTA RTV 900 4x4, runs great, hydraulic bed, $4500. 225-205-0902.

Travel Trailers

2005 5TH Wheel RV, 36', 3 slides, exc. cond. $9,900. Call 225-937-3112

2012 Jayco Flight, 30' sleeps 7, no slide. Good cond. $8000. 225-335-2690

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BMW

NEW Used Engine, 2013 BMW X3, $21,901.90. Mint cond. 225-205-3262 lv. msg.

Classified that WORKS
Bringing local business to local people.
Call 225-383-0111

Chevrolet

'02 Camaro 158K mi $4500
'04 Nissan Murano 172K mi $3500 Call 225-916-7137

2002 Chevy Impala, needs minor work. AC/heat run. $2700. 225-371-3993

2008 Chevrolet Impala. Runs great, good condition. $3499. Call 225-394-0587

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855-313-8326
We Buy Used Cars
$500-$50,000
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Ford

2012 Ford F150 ext cab. Very clean. Exc cond 144K mi $9000 Call 225-978-2082

Honda

2003 HONDA CRV Great cond. Everything works. $3500 obo. 225-778-5257

Hyundai

2010 Hyundai Santa Fe $6500 Very good cond. 115K mi, sunroof. 504-232-5409

Lexus

'01 LEXUS GS430, runs great, cold air, new brakes, $2700 obo. 225-306-5505.

Lincoln

'08 Lin Nav. fully lded 97K mi. Immaculate cond. Like new. Belonged to elderly aunt. $11,800, 225-715-4165

2003 Lincoln Towncar $3000 & 1997 Mercury Grand Marquis $2000 225-413-8749

2018 Lincoln MKZ Like new. Only 19,700 miles. $25,900. Call 225-892-8729

Mercury

2000 Grand Marquis $3400 obo. Great condition. Call 225-778-5257

Nissan

'02 Camaro 158K mi $4500
'04 Nissan Murano 172K mi $3500 Call 225-916-7137

RED 2016 Nissan Altima, 1 owner, exc. cond. Low miles. $14,000. 225-271-4793

Sport Utility

2010 Lincoln Navigator 194K. Exc. cond. Well maintained. All hwy miles. New tires. $13,500. 225-978-1798

Toyota

'05 Camry LE, sunroof, new maintenance, INSP, clean! $3900 Call 225-665-0998

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'05 Tundra, 1-owner, 4d, bed cover, nonsmoker, Very clean! $7700. 665-0036

2013 Ford F250, blk w/gray int runs good 132K. 6.2L gas engine. $6000. 225-753-3301

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Nat Res Coastal
Permits Misc.
RFQ
Sex Offenders
Sheriff Sales
Special Acct
Successions

Public Notices Bids/Proposals

PUBLIC NOTICE
- - -

Sealed Bids for the **Building 1301 Repair and Upgrades, Camp Beauregard, Pineville, Louisiana** will be received at the Louisiana Military Department, Construction & Facilities Management Office (CFMO) Building 420 "F" Street (2nd Floor Room 233 - Conference Room 235), Camp Beauregard, Pineville, Louisiana 71360, until **9:00 a.m. CT on Thursday, April 9, 2020.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY MR TIM SCROGGS OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from Fontenot and Associates, LLC. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at **Fontenot and Associates, LLC, 2025 Jackson St., Alexandria, Louisiana 71301. Phone (318) 427-7808. Attention: Steve Fontenot. E-Mail Address:**

steve@sfp-cenla.com

A MANDATORY PRE-BID CONFERENCE and site visit is scheduled for **9:00 a.m. CT on Thursday, March 19, 2020 at the Louisiana Military Department, Construction & Facilities Management Office (CFMO) Building 420 "F" Street (2nd Floor Room 233 - Conference Room 235), Camp Beauregard, Pineville, Louisiana 71360**, followed by a site visit to Building 1301, 15th Street, Camp Beauregard, Pineville, Louisiana, 71360. **Attendance at this Conference is mandatory**. Prospective bidders must attend the entire mandatory Pre-Bid conference in order to submit a bid. The Military Department point of contact is Mr. Tim Scroggs, Construction & Facilities Management Office (CFMO), Building 420 "F" Street, Camp Beauregard, Pineville, Louisiana 71360 Phone: (318) 290-5386, Email:

jewel.t.scroggs.ctr@mail.mil

BIDS SHALL BE ACCEPTED ONLY FROM CONTRACTORS THAT ATTEND THE ENTIRE MANDATORY PRE-BID CONFERENCE.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY MR. TIM SCROGGS OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN FIVE (5) DAYS BEFORE THE MANDATORY PRE-BID CONFERENCE.

All Bids must be accompanied by Bid Security equal to five percent (5%) of the Base Bid and Additional Bid Items (ABI) and must be in the form of a certified check, cashier's check or bid bond.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **BUILDING CONSTRUCTION**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5).

The successful Bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in the State of Louisiana, equal to 100% of the Contract amount, including Additional Bid Items (ABI), if required.

No Bid may be withdrawn for a period of forty-five (45) days after receipt of Bids except under the provisions of LA R.S. 38:2214.

Electronic Bid Documents may be submitted by Contractors to the Construction Facilities Management Office by submitting their bid along with their bid security to

https://www.centralauctionhouse.com/

Electronic bids must be submitted so as to be posted prior to **9:00 a.m. CT on Thursday, April 9, 2020.** Hard copies of the contractor's electronically submitted packet must be sent to Construction & Facilities Management Office (CFMO), ATTN: Mr. Tim Scroggs, Building 420"F" Street, Camp Beauregard, Pineville, Louisiana 71360, Phone: (318) 290-5386. Contractors MUST attend the mandatory Pre-Bid conference scheduled for **9:00 a.m. CT on Thursday, March 19, 2020**, at the listed above location in order to submit an electronic bid.

The Owner reserves the right to accept or reject any and all Bids for just cause. In accordance with directives and guidance published by Facility Planning and Control, the Louisiana Revised Statutes, the provisions and requirements of those stated in the advertisement for bids and those required on the bid form shall not be waivered. The Louisiana Military Department Deputy Director for Contracting and Purchasing and the State Contracting Officer do not possess authority to waive any informality incidental thereto. The Owner shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

The Louisiana Military Department is a participant in the Louisiana Initiative for Small Entrepreneurships (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships Program (the Veteran Initiative). Bidders are encouraged to consider participation.

419685-feb 27-mar 5-12-3t

PUBLIC NOTICE
- - -

SECTION 00 0004
ADVERTISEMENT FOR BIDS

Deliver sealed bids to Livingston Parish Courthouse, Conference Room, 20300 Government Blvd. Livingston, La. 70754, before **2:00 PM, Thursday March 26, 2020** for the project entitled:

Livingston Parish Sheriff's Office Training Center
Woodside Dr.
Livingston, LA 70754
GHC Project No. 561952

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from

http://login.projecttrek.com/bidding login.aspx

Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

Electronic Bidding: Bidders may use ProjectTrek to submit their bids electronically. Please find bid related information and post your electronic bids online at

http://login.projecttrek.com/bidding login.aspx

All bids must be accompanied by bid security equal to 5% of the low bid, and must be in the form of a certified check, or cashier's check. The Bid Bond shall be in favor of the Livingston Parish Sheriff's Office and shall be accompanied by the appropriate power of attorney. No bid indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in amount equal to 100% of the Contract amount. The Surety Company must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If The Surety Company is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by The Surety's Company most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of the policyholders' surplus filed with the Louisiana Department of Insurance. The Bond shall be signed by The Surety's Company agent or attorney-in-fact and countersigned by a person who is under contract with The Surety's Company as a licensed agent in this State, and who is residing in this State.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
At 10:00 AM on Tuesday, March 10, 2020, at Livingston Parish Courthouse, Conference Room, located at 20300 Government Blvd, Livingston, LA 70754

BIDS SHALL BE ACCEPTED ONLY FROM CONTRACTORS THAT ATTEND THE PRE-BID CONFERENCE.

Bids shall be accepted from Contractors who are licensed under LA. R. S. 37:250-2163 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R. S. 38:2212 (A)(I)(c). No bid may be withdrawn for a period of thirty (days) after receipt of bids, except under the provisions of LA. R. S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA. R.S. 38:2212 (A)(I)9b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Advertisement Dates:
Thursday,
February 20, 2020
Thursday,
February 27, 2020
Thursday, March 5, 2020

420249-feb 20-27-mar 5-3t

PUBLIC NOTICE
- - -

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until **2:00 P.M., Tuesday, March 31, 2020.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE COASTAL PROTECTION AND RESTORATION AUTHORITY OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR:
Cameron Meadows Marsh Creation and Terracing Project
Cameron Parish, Louisiana

PROJECT NUMBER:
CS-0066

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from

http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/

Printed copies can also be obtained from:

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Allison Richard
E-mail: cpra.bidding@la.gov
Phone: (225) 342-5453
Fax: (225) 800-5599

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD at 10:00 AM on Wednesday, March 11, 2020 at 1222 Cameron Meadows Road Johnsons Bayou, LA 70631

A MANDATORY JOBSITE VISIT WILL BE HELD IMMEDIATELY FOLLOWING on Wednesday, March 11, 2020 at 1222 Cameron Meadows Road Johnsons Bayou, LA 70631

Contact Jessica Diez at (225) 342-1477 if directions are needed to the Mandatory Pre-Bid Conference or the Mandatory Jobsite Visit. The jobsite visit being conducted by CPRA will facilitate access to project features that are located on private property. Outside of the recommended site visit, the Contractor may not have access to the features located on private property. The jobsite visit will begin with the portion of the project area accessible only by airboat. Contractors shall be responsible for providing their own airboat and any rental and boat launching fees. **The Hold Harmless Agreement, Appendix M, is required to attend the Mandatory Jobsite Visit.**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction or Dredging** . In accordance with LA. R.S. 37:2163(D), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

Bidder is required to comply with provisions and requirements of LA R.S.38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

Coastal Protection and Restoration Authority is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran--Owned and Service-Connected Disabled Veteran--Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from Coastal Protection and Restoration Authority or on its website at

http://www.coastal.la.gov

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY
LAWRENCE B. HAASE, EXECUTIVE DIRECTOR

420345-feb 20-27-mar 5-3t

PUBLIC NOTICE
- - -

NOTICE TO BIDDERS

Sealed bids will be received up to 2:00 PM by the Purchasing office, University of Louisiana at Lafayette, Lafayette, Louisiana on the following:

March 26, 2020
BOILER REPLACEMENT
BLDG 52/53 NIRC
File No. 20215 Pre-bid meeting March 5, 2020 9:00AM

Full information, specifications, and bid forms may be obtained from the University Purchasing Office, Martin Hall Room 123, 104 University Circle or P. O. Box 40197, Lafayette, LA 70504-0197; by calling 337/482/5396; by e-mailing

purchasing@louisiana.edu;

or by visiting the Office of State Purchasing & Travel's LaPAC website at

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

Office hours: Monday through Thursday, 7:30 am to 11:45 am, 12:30 pm to 5:00 pm, and Friday, 7:30 am to 12:30 pm.

Bids will be opened and read at 2:00 PM on the above-mentioned date in the Purchasing Office, Room 123 Martin Hall, University of Louisiana at Lafayette, 104 University Circle, Lafayette, Louisiana. Bids will not be accepted by the Purchasing Office after the above specified time and date.

Evidence of authority to submit the bid shall be required in accordance with R. S. 39:1594.

The University of Louisiana at Lafayette reserves the right to reject any and all bids.

UNIVERSITY OF LOUISIANA AT LAFAYETTE
Marie C. Frank, MPA, CPPB
Assistant VP for Administration and CPO

421364-feb 27-mar 5-12-3t

PUBLIC NOTICE
- - -

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1-145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M., **Tuesday, March 31, 2020.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR:
Exterior Waterproofing
Senator Chris Ullo Building
Harvey, Louisiana

PROJECT NUMBER:
01-107-20-OFC,
WBS: F.01003923

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from

www.cityblueprint.com.

Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

Questions about this procedure shall be directed to the Designer at:

Houston J. Lirette, Jr., APAC
179 Enterprise Drive
Houma, LA 70360
Telephone: 985-851-1484

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A PRE-BID CONFERENCE WILL BE HELD at 11:00 AM on Monday, March 16, 2020 at Senator Chris Ullo Building, Room 401, 2150 Westbank Expressway, Harvey, LA 70058.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Specialty Classification: Waterproofing, Coating, Sealing, Concrete/Masonry Repair.** Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Facility Planning and Control is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service--Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at

www.doa.la.gov/Pages/ofpc/index.aspx.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
MARK A. MOSES, DIRECTOR

421386-feb 27-mar 5-12-3t

Public Notice
– – –

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of Calypso Street Waterline Rupture Repairs will be received by the City of Monroe, at the Engineering Department, located at 802 North 31st Street, Monroe, Louisiana 71201. Bids will be received until 1:45 P.M., on Wednesday, April 1, 2020. Bids will be publicly opened and read aloud in the Engineering Department Conference Room, at the above-mentioned address, at 2:15 P.M.

There will be a Pre-BID CONFERENCE to be held at 2:00 PM on Wednesday, March 18, 2020, at the City of Monroe, Engineering Department located at 802 North 31st Street Monroe, LA 71201. Pre-Bid Conference attendance is optional for bidders on this project.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, BID, BID BOND, AGREEMENT, GENERAL CONDITIONS, Payment Bond, Performance Bond, DRAWINGS, SPECIFICATIONS, and ADDENDA, may be examined at the following location:

City of Monroe Purchasing Division
1014 Grammont Street
Monroe, LA 71201

All Prime Bidders MUST obtain copies of Bidding Documents from Lazenby & Associates, Inc., located at 2000 North 7th Street, West Monroe, Louisiana, upon payment of $50.00 deposit for each set. Bona fide prime contractors who submit a valid bid for the project will receive a full refund for their first set of Bidding Documents upon returning them in good condition within ten calendar days of the bid opening. The deposit for all other plans will be non--refundable.

The goal for Disadvantaged Business Enterprise participation is 9.95% of the dollar value of this contract. All bidders and proposers shall make good faith efforts to subcontract to the greatest extent feasible to small business concerns owned and controlled by socially and economically disadvantaged businesses.

Bidders also have the option to submit bids electronically. To submit a bid electronically, bidders must register at www.QuestCDN.com. Bidders submitting bids electronically must obtain copies of Bidding Documents from the design professional as indicated elsewhere herein.

The OWNER reserves the right to reject any or all bids for just cause per State Public Bid Law.

A corporate resolution authorizing a representative of the corporation to sign the bid must accompany the bid, if the bidder is a corporation. Such activities will be in accordance with Title 38 of the Louisiana Revised Statues.

Each bidder must deposit with his/her bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of Treasury Circular 570.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

All Contractors bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, LA RS 37:2150-2192, as amended, for all public contracts. It shall be the responsibility of the General or Primary Contractor to assure that all subcontractors comply with this law. Contractors must hold an active license issued by the State of Louisiana Licensing Board for Contractors in the classification of MUNICIPAL AND PUBLIC WORKS CONSTRUCTION. Contractors must provide their license number when requesting plans, specifications and contract documents and place their license number on the face of the envelope containing their bid.

No Bidders may withdraw his/her bid within Forty-Five (45) days after the actual date of the opening thereof.

The Contractor shall begin mobilization and procurement of materials within ten (10) working days of the receipt of the Notice to Proceed.

The successful bidder will be required to execute the Owner's Standard Form of Agreement/Contract for construction together with the Performance and Payment Bond within ten (10) working days after normal award of contract.

Any person with disabilities requiring special accommodations must contact the Owner no later than seven (7) days prior to bid opening.

THE SUCCESSFUL BIDDER MUST SUBMIT EXECUTED COPIES OF CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY, SECTION 3 AND SEGREGATED FACILITIES AND SECTION 3 PLAN WITH TABLES A & B.

MINORITY OWNED FIRMS AND SMALL BUSINESSES ARE ENCOURAGED TO BID ON THIS PROJECT.

Bid Reference No. 2020-00000035

/s/
Date
Honorable
James E. Mayo, Mayor

422295 - March 5, 12, 19 - 3T

Public Notice
– – –

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of Bayou Pump Station Access Facility will be received by the City of Monroe, at the Engineering Department, located at 802 North 31st Street, Monroe, Louisiana 71201. Bids will be received until 1:45 P.M., on Thursday, April 2, 2020. Bids will be publicly opened and read aloud in the Engineering Department Conference Room, at the above-mentioned address, at 2:15 P.M.

There will be a Pre-BID CONFERENCE to be held at 2:00 PM on Thursday, March 19, 2020, at the City of Monroe, Engineering Department located at 802 North 31st Street Monroe, LA 71201. Pre-Bid Conference attendance is optional for bidders on this project.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, BID, BID BOND, AGREEMENT, GENERAL CONDITIONS, Payment Bond, Performance Bond, DRAWINGS, SPECIFICATIONS, and ADDENDA, may be examined at the following location:

City of Monroe Purchasing Division
1014 Grammont Street
Monroe, LA 71201

All Prime Bidders MUST obtain copies of Bidding Documents from Denmon Engineering, located at 114 Venable Lane, Monroe, Louisiana 71203, upon payment of $100.00 deposit for each set or $25.00 payment for each set of electronic documents (PDF formatted plans and specifications on CD). Please mail all requests and deposits for plans to our mailing address, P. O. Box 8460, Monroe, Louisiana 71211. Deposits on the first set of documents furnished bona fide prime bidders shall be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the deposit less the actual cost of reproduction, shall be refunded upon return of the documents no later than ten days after receipt of bids

The goal for Disadvantaged Business Enterprise participation is 7.95% of the dollar value of this contract. All bidders and proposers shall make good faith efforts to subcontract to the greatest extent feasible to small business concerns owned and controlled by socially and economically disadvantaged businesses.

Bidders also have the option to submit bids electronically. To submit a bid electronically, bidders must register at www.QuestCDN.com. Bidders submitting bids electronically must obtain copies of Bidding Documents from the design professional as indicated elsewhere herein.

The OWNER reserves the right to reject any or all bids for just cause per State Public Bid Law.

A corporate resolution authorizing a representative of the corporation to sign the bid must accompany the bid, if the bidder is a corporation. Such activities will be in accordance with Title 38 of the Louisiana Revised Statues.

Each bidder must deposit with his/her bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of Treasury Circular 570.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

All Contractors bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, LA RS 37:2150-2192, as amended, for all public contracts. It shall be the responsibility of the General or Primary Contractor to assure that all subcontractors comply with this law. Contractors must hold an active license issued by the State of Louisiana Licensing Board for Contractors in the classification of MUNICIPAL AND PUBLIC WORKS CONSTRUCTION. Contractors must provide their license number when requesting plans, specifications and contract documents and place their license number on the face of the envelope containing their bid.

No Bidders may withdraw his/her bid within Forty-Five (45) days after the actual date of the opening thereof.

The Contractor shall begin mobilization and procurement of materials within ten (10) working days of the receipt of the Notice to Proceed.

The successful bidder will be required to execute the Owner's Standard Form of Agreement/Contract for construction together with the Performance and Payment Bond within ten (10) working days after normal award of contract.

Any person with disabilities requiring special accommodations must contact the Owner no later than seven (7) days prior to bid opening.

THE SUCCESSFUL BIDDER MUST SUBMIT EXECUTED COPIES OF CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY, SECTION 3 AND SEGREGATED FACILITIES AND SECTION 3 PLAN WITH TABLES A & B.

MINORITY OWNED FIRMS AND SMALL BUSINESSES ARE ENCOURAGED TO BID ON THIS PROJECT.

Bid Reference No. 2020-00000036

/s/
Date
Honorable
James E. Mayo, Mayor
42

42291 - Mar 5,12,19 - 3T

Public Notice
– – –

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
200301 Furniture, Furnishings and Services
200302 Data Center Hosting, Sales and Service
200303 Comprehensive HVAC (3) 2 Part
200304 Photography
200305 Waste Management, Recycling, and Sustainability
200306 Vaping Sensors
Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

422206 - March 4,12 - 2T

Public Notice
– – –

Parish of Ascension
www.ascensionparish.net
CLINT COINTMENT
ASCENSION PARISH PRESIDENT

BID NOTICE

Sealed bids will be received by Ascension Parish Government at the Ascension Parish Government Purchasing Office, 615 East Worthey Street, Gonzales, Louisiana 70737 (mailing address PO Box 2392, Gonzales, LA 70707-2392) until, April 2, 2020 at 10:00 a.m. local time. The bids will be publicly opened and read aloud for the following:

PRECAST REINFORCED BOX CULVERTS delivered to the Ascension Parish Public Works Department, located at 42077 Churchpoint Rd. Gonzales, Louisiana 70737 as need for a period of one year from date of bid acceptance by the Ascension Parish Council.

SPECIFICATIONS ON PRECAST REINFORCED BOX CULVERTS

• ALL BOX SECTIONS SHALL HAVE LIFT HOLES IN TOP WALL. LAY LENGTHS OF BOX SECTIONS ARE BASED ON SQUARE ENDS PERPENDICULAR TO FLOW DIRECTION (NO SKEWED END/REBAR).

• ASTM C850/ AASHTO M273- PRECAST REINFORCED CONCRETE BOX SECTIONS FOR CULVERTS, STORM DRAINS, AND SEWERS WITH LESS THAN 2 FEET OF COVER SUBJECTED TO HIGHWAY LOADINGS.

The contract will be awarded on an all or none type basis. The bidder with the most items at the lowest price will be awarded the contract.

Delivery of material must be made within 45 days of the purchase order date, or the purchase order will be cancelled and a purchase order will be issued to the next lowest bidder.

Bidding Documents may be obtained at the Ascension Parish Government Purchasing Department located at 615 East Worthey St. Gonzales, LA 70737. Electronic Bids are accepted at Central Bidding. Central Bidding can be accessed at http://www.centralauctionhouse.com. Bidding Documents are available at Central Bidding. For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

The Parish of Ascension reserves the right to disqualify any Bid, response to a Request for Qualifications, or Request for Proposals if it is determined that the submitting business entity is not in good standing with the Louisiana Secretary of State or is not authorized to do business in the State of Louisiana. Ascension Parish Government reserves the right to reject any and all bids for just cause.

ASCENSION PARISH GOVERNMENT
CLINT COINTMENT, PARISH PRESIDENT

422180 - March 5,12,19 - 3T

PUBLIC NOTICE
- - -

NOTICE TO BIDDERS

Sealed bids will be received up to **2:00 PM** by the Purchasing office, University of Louisiana at Lafayette, Lafayette, Louisiana on the following:

March 26, 2020
BOILER REPLACEMENT
BLDG 52/53 NIRC
File No. 20215
Pre-bid meeting
March 5, 2020 9:00AM

Full information, specifications, and bid forms may be obtained from the University Purchasing Office, Martin Hall Room 123, 104 University Circle or P. O. Box 40197, Lafayette, LA 70504-0197; by calling 337/482/5396; by e-mailing

purchasing@louisiana.edu

or by visiting the Office of State Purchasing & Travel's LaPAC website at

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

Office hours: Monday through Thursday, 7:30 am to 11:45 am, 12:30 pm to 5:00 pm, and Friday, 7:30 am to 12:30 pm.

Bids will be opened and read at **2:00 PM** on the above mentioned date in the Purchasing Office, Room 123 Martin Hall, University of Louisiana at Lafayette, 104 University Circle, Lafayette, Louisiana. Bids will not be accepted by the Purchasing Office after the above specified time and date.

Evidence of authority to submit the bid shall be required in accordance with R. S. 39:1594.

The University of Louisiana at Lafayette reserves the right to reject any and all bids.

UNIVERSITY OF LOUISIANA AT LAFAYETTE
Marie C. Frank, MPA, CPPB
Assistant VP for Administration and CPO

422432-feb 28-mar 5-12-3t

PUBLIC NOTICE
- - -

BID NOTICE

Sealed bids will be received by Ascension Parish

THE ADVOCATE
Baton Rouge, Louisiana

Ad Number:
Insertion Number:
Size:
Color Type:

Client Name:
Advertiser:
Section/Page/Zone: **MAI/D012/MAI**
Description:

Publication Date: 03/12/2020

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Advocate on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Automobile Agencies | Public Notices Bids/Proposals

Team Toyota
I-12 & O'Neal Lane
225-273-5880

Chevrolet

2009 Chevy Malibu LT sedan 100,419 mi Call 225-335-2923

Honda

'05 Honda Odessey van. Runs well 249K mi $3500 obo 225-247-4820

2003 HONDA CRV Great condition, runs great, $3500 obo. 225-778-5257

Lexus

2007 ES350, 191k, moonroof, leather, AC, CD, XM radio, pwr. $4400. 225-931-4240.

Team Honda
855-313-8326
We Buy Used Cars
$500-$50,000
Vans/Cars/Trucks
Foreign/Domestic
All Makes & Models

Classic Cars | Public Notices Bids/Proposals

'72 CHEVY NOVA 2 door. Good shape. Currently in storage. Make offer. Text only. 985-687-4132

Lincoln

2013 LINCOLN MKS. 36,305 miles. Exc. cond. $14,000. Call 225-756-4550.

Mercury

2000 Grand Marquis $3400 obo. Great condition. Call 225-776-5257.

Toyota

TEAM TOYOTA
BEST SELECTION
of Used Cars, Trucks, SUV
CERTIFIED
1-10 YEARS/100K MILES
225-273-5880 • 800-270-5880

Trucks/ Light Duty

2013 Ford F250 Xlt, w/tow pkg int turq good 132K, 6.2/8cyl engine $5000. 225-753-3361

Team Honda
855-313-8326
We Buy Used Cars
$500-$50,000
Vans/Cars/Trucks
Foreign/Domestic
All Makes & Models

Volkswagen

2017 VOLKSWAGEN GTI SE
Sunroof, Navigation, Apple CarPlay, Android Auto, Blind Spot Monitor, Rear Cross Traffic Alert, Keyless Entry, Heated Seats, Bluetooth, Backup Camera, Satellite Radio, Alloy Wheels, Power Windows, Power Locks, Power Mirrors, Cruise Control, Traction Control, Stability Control, Dual Zone Climate Control, Multi-Function Steering Wheel, Tilt Steering Wheel, Premium Sound System, Aux Audio Input, Premium Wheels, Tinted Windows, Rear Defroster, Rear Wiper, Intermittent Wipers, Variable Speed Wipers, Trip Computer, Overhead Console, Front Fog Lights, Remote Trunk Release, Child Safety Locks, Driver Airbag, Passenger Airbag, Side Airbags, Curtain Head Airbags, ABS, Electronic Brake Force Distribution, Brake Assist, Electronic Stability Control, Hill Hold Control, Daytime Running Lights, Automatic Headlights, Front Wheel Drive, Turbocharged Engine, 4 Cylinder Engine, 2.0 Liter Engine, 6 Speed Automatic Transmission
Stock #: 20-0035
Only 25,000 Miles!
Call Today!
Price: $19,995
Call 225-291-6000
Or Visit Us Online At:
www.galvezmotorcars.com
FOR GOOD CARS, TRUCKS! 225-647-5901

Public Notices

Bids/Proposals
Bonds
Conservation
Constable Sales
Council Admin
Court
DEQ Permits
Jurors
Large
Marshall Sales
Meet/Hear/Min
Miscellaneous
Nat Res Coastal
Permits Misc.
RFQ
Sex Offenders
Sheriff Sales
Special Acct
Successions

Public Notices Bids/Proposals

PUBLIC NOTICE

Sealed Bids for the **Building 1301 Repair and Upgrades Camp Beauregard, Pineville, Louisiana** will be received by the Louisiana Military Department, Construction & Facilities Management Office (CFMO) Building 420 1st Street (2nd Floor Room 233), Camp Beauregard, Pineville, Louisiana 71360, until **9:00 am. CT on Thursday, April 9, 2020**.

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from Fontenot and Associates, LLC. Printed copies of the documents can be made to order at reasonable cost, but arrangements can be made to obtain them from the Designer at no charge. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at **Fontenot and Associates, LLC. 2035 Jessie St. Alexandria, Louisiana 71301. Phone (318) 487-1000 Fax (318) 487-1001 Steve Fontenot. E-Mail Address: steve@sfp-cenla.com**

A MANDATORY PRE-BID conference will be scheduled at **9:00 am. CT on Thursday, March 19, 2020 at the Louisiana Military Department, Construction & Facilities Management Office Building 420 1st Street (2nd Floor Room 233 - Conference Room 235), Pineville, Louisiana 71360, Attendance at this Conference is mandatory.** Bidders who fail to attend the entire mandatory Pre-Bid conference in its entirety will not be allowed to submit a bid. The Attention of Bidders is called particularly to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Executive Order 11246, and all applicable State and Federal laws, the State and Federal Governments and the Louisiana Labor Law for Public Works. Bidders must comply with the Louisiana Public Bid Law, specifically as it applies to sub-contractors and materials and labor, and must submit bid guarantee and other documents required by bidding documents within the time set forth therein. Bidders must be licensed contractors under the Louisiana Contractors Licensing Law for the classification of work prescribed in the Bidding Documents. It shall be the responsibility of the General Bidder to assure that all subcontractors comply with this law. Contractors must comply with all provisions of Executive Order 11246, and all applicable State and Federal Government and State of Louisiana laws, regulations and policies governing Equal Employment Opportunity. Bidders must submit with their bid Affidavit of Non-Collusion, Debarment Certification, Drug-Free Workplace Certification, Ethical Standards Certification, Certification Regarding Equal Employment Opportunity, Certification Regarding Boycotting Israel, Certification Regarding Lobbying, Certification Regarding Sexual Harassment, Certification Regarding Trafficking in Persons, Certification Regarding Environmental Violations, Felony Conviction Affidavit, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Regarding Investments in Iran, Certification Regarding Investments in Sudan, Certification Regarding Scrutinized Companies Active in Sudan, Certification Regarding Scrutinized Companies Active in the Russian Federation, Certification Regarding Boycotting Israel, Certification Regarding Contracting with Companies Engaged in Business with Iran, Sudan or Syria

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

February 25, 2020

Daily Journal of Commerce, Inc.
Attn: Michelle Ropp
SDS 12-2632 PO Box 86
Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on **Friday, March 6, 2020 and Friday, March 13, 2020**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200301	Furniture, Furnishings and Services
200302	Data Center Hosting, Sales and Service
200303	Comprehensive HVAC (3) 2 Part
200304	Photography
200305	Waste Management, Recycling, and Sustainability
200306	Vaping Sensors

Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad*.**

Please email proofs, tear sheet copies, and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,

Kristie Collins
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
200301 Furniture, Furnishings and Services
The Interlocal Purchasing System; Bid Location Pittsburg, TX, Camp County; Due 04/17/2020 at 03:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **2** time(s) in the following issues:

3/6/2020 3/13/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **16th** DAY OF **March, 2020**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

THE INTERLOCAL PURCHASING SYSTEM
PROCUREMENT SOLICITATIONS
Proposals Due 3:00 pm, April 17, 2020
REQUEST FOR PROPOSALS
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
200301 Furniture, Furnishings and Services
200302 Data Center Hosting, Sales and Service
200303 Comprehensive HVAC (3) 2 Part
200304 Photography
200305 Waste Management, Recycling, and Sustainability
200306 Vaping Sensors
Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.
Published Mar. 6 & 13, 2020.
11865572

Kristie Collins
The Interlocal Purchasing System (Tips)
4845 US Highway 271 N
Pittsburg, TX 75686-4303

Order No.: 11865572
Client Reference No:

firm's staffing plan and specify key personnel to be assigned to this Project and the estimated percentage of time each will spend on the project. Include an organizational chart, staff roles and a current brief resume of key personnel, and high-level schedule showing completion of construction by August 1, 2018.

5) Unique Qualifications (15pts): Unique capability or philosophy.

SELECTION:

The Corbett School District will review all submittals. Short-listed firms may be asked to participate in personal interviews with the school district selection committee.

Published Mar. 6, 2020. 11865422

CITY OF SPRINGFIELD

PUBLIC WORKS IMPROVEMENT PROJECT
VIRGINIA-DAISY
BIKEWAY — PHASE 1A
Bids Due 2:00 pm, March 31, 2020
INVITATION TO BIDDERS

Sealed bids will be received at the City of Springfield Finance Department, 225 Fifth Street, Springfield, OR 97477 Attn: Jayne McMahan, until , but no later than, 2:00 p.m. local time, the 31st day of March, 2020 and opened immediately thereafter in the Jesse Maine Room, for the construction of the following public works improvement project in the City of Springfield.

Project No. P21114 Title: Virginia -Daisy Bikeway - Phase 1A

Description: Grind and overlay existing asphalt roadway, construct ADA ramps, sidewalks, driveways, a vegetated stormwater planter, raised crosswalks, storm water facilities, speed cushion, landscaping, signage, medians, striping, and other associated features.

Bid documents are available from the Department of Development and Public Works, City of Springfield, 225 Fifth Street, Springfield, OR 97477, for a non-refundable fee of $35.00 and are available for viewing at this location. Bid documents available online at http://www.springfield-or.gov/city/development-public-works/invitations-to-bid/ and those on file at plan centers are incomplete and cannot be used to submit bids.

A **MANDATORY** pre-bid meeting will be held on Wednesday, March 11, 2020 at 10:00 a.m. in the Jesse Maine Meeting Room.

All questions should be addressed to Terri White, Management Support Specialist, at twhite@springfield-or.gov. Contact with any other City officials may be grounds for disqualification of bid. The deadline for submission of questions regarding this Invitation to Bid is Monday, March 23, 2020 at noon.

Any bidder requiring special assistance or auxiliary aids during the bidding and award process, should contact Terri White at twhite@springfield-or.gov at least two (2) business days prior to the scheduled program, activity or meeting for hearing assistance or a sign language interpreter and at least five (5) business days prior to the event for all other meeting accommodations. Assistive listening systems are available for the hearing impaired in the Municipal Court rooms and City Council Chambers. TTY users dial Oregon Relay Services at 711. Requests for documents in alternate formats should be submitted at least ten (10) calendar days prior to the date the materials are needed to allow time for the City to respond to the request. At the discretion of the City, submission deadlines may be extended to accommodate a request for alternate formats.

This project is subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870. In accordance with ORS 279C.365, the City will not consider a bid unless it contains a statement by the bidder that they will comply with ORS 279C.838 through ORS 279C.870. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

All Contractors performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560, as applicable, in place at the time the quote is presented.

The City of Springfield may reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375, or waive minor irregularities not affecting substantial rights and may reject for good cause any or all bids upon a finding of the City of Springfield it is in the public interest to do so and accept such bids that in the opinion of the Springfield City Council are in the best interest of the City.

The City of Springfield encourages contractors, sub-contractors and vendors who minority, woman owned and emerging small businesses to participate in City projects.

/s/ Nathan Bell
Finance Director

Published Mar. 6, 2020. 11867936

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM

PROCUREMENT SOLICITATIONS
Proposals Due 3:00 pm, April 17, 2020
REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200301 Furniture, Furnishings and Services
200302 Data Center Hosting, Sales and Service
200303 Comprehensive HVAC (3) 2 Part
200304 Photography
200305 Waste Management, Recycling, and Sustainability
200306 Vaping Sensors

Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Mar. 6 & 13, 2020. 11865572

ONTARIO RECREATION DISTRICT

ARCHITECTURAL/ENGINEERING SERVICES FOR AQUATIC CENTER RENOVATION
Proposals Due 5:30-pm, April 10, 2020
REQUEST FOR PROPOSALS

The Ontario Recreation District, Ontario, Oregon (the "District") is accepting submittals for an A/E contract, pursuant to the Oregon Public Contracting Code and requirements of ORS 279.C.110, in accordance with the and the terms, conditions and requirements set forth in this Request for Proposals ("RFP").

- The public improvement project is titled the "ORD Aquatic Center Renovation" and is aimed at renovating an existing aquatic facility located in Ontario, OR. Which housed an indoor pool since 1983, and that has been closed since 2013.
- This is a public works project subject to prevailing rate of wage.
- Responses must comply with the submittal requirements set out in the RFP. Attention is drawn to the 30-page limit.
- The District will accept responses to this RFP until the time and date listed below, after which time all responses timely received will be publicly opened, and the names of the Respondents read aloud. Responses received after the submittal deadline will not be considered.
- The Ontario Recreation District will submit the RFP to ORPIN on March 6th, 2020 by 5:30pm.
- The deadline for submitting a proposal is April 10th, 2020 by 5:30pm Mountain Standard Time
- Responses must be submitted to the District offices by mail, courier or hand delivery as follows in order to be reviewed:

Andrew Maeda - Executive Director
Ontario Recreation District
745 SW 3rd. Avenue
Ontario, OR. 97914

It is the responsibility of each Respondent to ensure responses are submitted in a timely manner. The District is not responsible for delays in mail delivery or failure of couriers to deliver responses prior to the expiration of the submission deadline. The District shall not be obligated to reimburse any expenses incurred by any Respondents in preparing their response. Respondent shall bear full responsibility for ensuring that the qualifications are delivered to the specified location by due date and time. While fax or e-mail inquiries are acceptable and encouraged, the final submission must be in hard copy and fax or e-mail submissions will not be accepted.

Ontario Recreation District
Pool Committee
745 SW 3rd Ave. Ontario, OR. 97914
RFP No: 2020-01
E: andrew@ontariorecdistrict.com /
P: 541-889-7686 / ontariorecdistrict.com

Published Mar. 6, 2020. 11868644

CITY OF Vancouver WASHINGTON

ON-CALL STORMWATER RETROFIT, PLANNING AND DESIGN SERVICES
Qualifications Due 3:00 pm,
April 8, 2020
REQUEST FOR QUALIFICATIONS
#20-20 (RFQ)

Notice is hereby given that the City of Vancouver, Washington, will receive sealed statement of qualifications (SOQ) up to the hour of 3:00 p.m., Pacific Local Time, **April 8TH, 2020** for the following:

The City of Vancouver is seeking Statement of Qualifications (SOQ) of qualified engineering firms or individuals to provide on-call professional engineering services for planning and/or design of stormwater retrofit projects utilizing various Best Management Practices (BMPs). Projects will mainly be funded through the Washington State Department of Ecology (DOE) and may include local and other State & Federal funding.

The City of Vancouver in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

RFQ documents may be examined in Owner's office, Vancouver City Hall, 415 W 6th St, Vancouver Washington. RFQ documents may be obtained from the City of Vancouver Procurement Services website at: https://vancouver.procureware.com/Bids. These are available for viewing, downloading and printing on your own equipment, free of charge.

Published Mar. 6, 2020. 11868301

CITY OF Vancouver WASHINGTON

VANCOUVER POLICE DEPARTMENT (VPD) HEADQUARTERS DESIGN
Qualifications Due 3:00 pm,
April 1, 2020
REQUEST FOR QUALIFICATIONS
#9-20 (RFQ)

Notice is hereby given that the City of Vancouver, Washington, will receive sealed statement of qualifications (SOQ) up to the hour of 3:00 p.m., Pacific Local Time, **April 1st, 2020** for the following:

The City of Vancouver is seeking SOQ's from qualified/licensed architectural firms to provide architecture/engineering (A/E) conceptual planning, development of design documents and other related professional services for the Vancouver Police Department Headquarters Building located at 521 Chkalov Drive in Vancouver Washington. Funding for this project will be provided with local funding provided by the City of Vancouver.

The City of Vancouver in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

RFQ documents may be examined in Owner's office, Vancouver City Hall, 415 W 6th St, Vancouver Washington. RFQ documents may be obtained from the City of Vancouver Procurement Services website at: https://vancouver.procureware.com/Bids. These are available for viewing, downloading and printing on your own equipment, free of charge.

Published Mar. 6, 2020. 11868308

BENTON COUNTY

CONSTRUCTION MANAGEMENT FIRM
4500 RESEARCH WAY
CORVALLIS, OREGON
Proposal Due 2:00 pm, March 31, 2020
REQUEST FOR PROPOSAL

Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified Construction Management (CM) firms for the turnkey renovation of an office building located at 4500 Research Way, Corvallis, Oregon (Project). Space Planning is in progress, led by DLR Group, Portland, Oregon. Benton County plans to occupy the building in multiple phases. The initial phase, (Phase 1) is approximately 22,000 square feet with subsequent phases totaling 53,000 square feet.

The general scope of work in Phase 1 includes: Collaborating with DLR Group regarding space planning. Provide budgetary guidance for project completion. Provide construction drawings, schematics and specifications for construction. Source and contract a General Contractor (GC) or Sub-Contractors to preform construction services. Manage all aspects of construction to include but not be limited to; framing, drywall, paint, flooring, electrical, plumbing, mechanical, security systems, fire systems, lighting, and fixture installation. Facilitate progress and construction meetings. Provide construction drawings, prints, and schematics for permitting and construction. Manage all aspects of the permitting process. Provide recommendations related to green building practices and sustainability efforts. Work with Energy Trust of Oregon to maximize available incentive rebates. Make presentations to the Benton County Board of Commissioners as required. Make value engineering recommendations. Assist in mitigating change order requests.

The objective is to retain a Construction Management firm to lead the design, construction and occupation of the project through all building phases and warranty periods.

The RFP will allow Benton County to select and retain a Construction Management firm to perform duties as listed. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

Any savings the construction manager/general contractor realizes in performing the public improvement contract will accrue to the County, unless the public improvement contract provides otherwise.

Specify terms and conditions that govern how the fixed price, guaranteed maximum price or other maximum price set forth in the public improvement contract will be determined and whether the price includes or is based on unit pricing or allows for work that is constructed in phases;

State that the County will not pay any amount that exceeds a fixed price, guaranteed maximum price or other maximum price specified in the public improvement contract unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes.

By the earlier of the date on which the County and a construction management firm agree on a fixed price, guaranteed maximum price or other maximum price or the date on which the construction manager/general contractor begins to solicit offers for construction services from subcontractors, the public improvement contract that the County negotiates with the construction management firm must:

(a) Describe the methods the construction management firm will use to qualify and select subcontractors. The methods must be competitive and should provide prospective subcontractors with a reasonable opportunity to participate in the construction management firm qualification and selection process.

(b) Identify the portions of the construction work under the public improvement contract for which the construction management firm may waive the qualification and selection process described in paragraph (a) of this subsection and describe:

(1) How the construction management firm may determine the portions of the construction work that will not be subject to the qualification and selection process described in paragraph (a) of this subsection; and

(2) The process the construction management firm will use to qualify and select prospective subcontractors for the portions of the construction work that are not subject to the qualification and selection process described in paragraph (a) of this subsection.

(c) Identify the conditions under which the construction management firm or an affiliate or subsidiary of the construction management firm may perform or compete with other prospective subcontractors to perform construction work under the public improvement contract and describe the methods the construction management firm will use to qualify and select an affiliate or subsidiary to perform the construction work.

(d) Describe how the construction management firm will announce which prospective subcontractors the construction management firm have selected to perform construction services in connection with the public improvement contract.

(e) Describe the conditions under which the construction management firm will discuss the qualification and selection process described in this subsection with a prospective subcontractor that the construction management firm did not select for a subcontract if the construction management firm receives a request from the prospective subcontractor to discuss the process.

The Request for Proposal and available building floor plans can be downloaded from the Benton County website at https://www.co.benton.or.us/rfps or a printed copy can be requested at actual cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333, or phone (541) 766-6821, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Public Works to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Paul Wallsinger, Project Manager, at Paul.Wallsinger@co.benton.orus or at 541-766-3521. To be added to the Interested Respondent's list or for questions regarding the procurement process, contact George Looney at George.Looney@co.benton.or.us or at 541-766-6204.

A Mandatory Pre-Bid meeting will be held on Monday, March 23, at 10:00 a.m. at the Benton County Public Works office, 360 Avery Ave, Corvallis OR 97333, in the Upper Conference room with site walk thru to follow

RFP responses shall be sealed and marked plainly as **4500 Research Way Renovation**, and submitted to Benton County Public Works, Attention George Looney, 360 SW Avery Avenue, Corvallis, Oregon 97333, by **2:00 p.m.** local time on **March 31, 2020**.

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mail proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident GC as defined by ORS 279A.120.

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission requirements; and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Dated: March 3, 2020

By Gary Stockhoff
Director of Public Works

Published Mar. 6 & 13, 2020. 11867910

SKAMANIA COUNTY

BRIDGE INSPECTION SERVICES
FRACTURE CRITICAL AND HIGH COST INSPECTION WITH REPORT
Qualifications Due 4:00 pm,
March 30, 2020
REQUEST FOR QUALIFICATIONS

DATE OF ISSUE: February 25, 2020
CLOSING DATE AND TIME: March 30, 2020, 4:00 P.M.

SCOPE OF WORK: In accordance with RCW 39.80, the Department of Public Works for Skamania County, Washington, announces its intent to solicit engineering services related to the inspection of three "Fracture Critical" bridges. The inspections will be performed in accordance with Federal Highway Administration (FHWA) National Bridge Inspection (NBI) and Washington State Department of Transportation (WSDOT) Bridge Management System (BMS) standards. The bridges would require the use of an Under Bridge Inspection Truck (UBIT) and or High Angle certified personnel for access.

INSTRUCTIONS TO RESPONDENTS: Interested firms are requested to submit a Statement of Qualifications (SOQ) along with a narrative work proposal for providing the requested services. An officer of the firm must sign the SOQ/Proposal. Please provide three (3) copies of the SOQ/Proposal to expedite review. The SOQ/Proposal should include the following information:

1) Name, physical address, email address and telephone number of the firm

2) Name of the individual(s) who will represent the firm and be assigned to work with Skamania County staff

3) A statement of qualifications outlining the relevant experience of the firm over the last six (6) years

4) A list of personnel who will be assigned to the project with copy of certifications for inspections

SCHEDULE: Work required will be conducted within the timeline required for "Fracture Critical" bridges and structural inspections as required by WSDOT. Skamania County requires that the successful respondent conduct inspections on the specified inspection dates, after execution of contract.

SELECTION PROCESS: Skamania County will utilize the following engineering consultant selection process:

1) Respondent must submit three (3) copies of a written SOQ/Proposal by 4:00 p.m., Monday, March 30, 2020, to

Tim Elsea, P.E., County Engineer
Skamania County Department of Public Works
PO Box 1009, Stevenson, WA 98648-1009
170 NW Vancouver Ave., Stevenson, WA 98648
509-427-3900
elsea@co.skamania.wa.us

2) Skamania County will evaluate the qualifications and proposals of the responding firms and establish a ranking order.

3) Skamania County will negotiate services contract with the highest ranked firm.

4) In the event negotiations are unsuccessful negotiations would proceed with the next highest ranked firm and so on.

5) The evaluation of firms and the proposals will result in a contract for services providing inspections on the bridges.

6) Once selected, and contract executed the contracted firm will coordinate with Skamania County through Arnold Bell at (509) 427-3900 and set up the bridge inspection schedule.

LIMITATIONS: Skamania County reserves the right to reject any and all proposals. The work specified herein is subject to EEO Compliance Review; and the consultant's past performances in the use of minority or women's business enterprises as sub consultants can be part of the consideration in the selection process. Consultants shall comply with guidelines, procedures and policies as required by Title VI of the Civil Rights Act.

GENERAL PROJECT STATEMENT OF FACTS:

- Under current WSDOT Policy, Local Agencies are responsible for funding High Cost Bridge Inspections
- Skamania County has three bridges that fall under the category of High Cost Inspections, all these bridges are "Fracture Critical"
- The bridges to be inspected are: Conrad Lundy Bridge, #08368[illegible] Washougal River Bridge, #00121[illegible] and Evergreen Bridge, #08534700
- Skamania County maintains a full set of bridge files, including drawings, detailed history and past inspection reports of the bridges
- Previous reports can be viewed through WSDOT Bridge Web application or provided by email from Skamania County upon request
- Skamania County will provide traffic control during inspections and can also provide a co inspector.
- The Conrad Lundy Bridge has a center tower for support that will require "High Angle" entry to inspect

REQUIRED CONSULTANT QUALIFICATIONS: Consulting firms will be evaluated on the demonstration of experience and knowledge of both the firm and personnel in the following areas:

- Current Bridge Inspectors Certification from WSDOT
- Familiarity with the procedures for "Fracture Critical" inspections
- Familiarity with WSDOT Bridge Web application
- Familiarity with UBIT inspection techniques
- Experience with High Angle techniques

SUGGESTED CONSULTANT SERVICE TASK ASSIGNMENTS: The following task list represents the minimum services required under the engineering services contract. Tasks may not be listed by Skamania C[illegible]

CONSTRUCTION

TUALATIN HILLS PARK & RECREATION DISTRICT
NORTHWEST QUADRANT YOUTH ATHLETIC FIELD
Bids Due 2:00 pm, April 9, 2020
REQUEST FOR BIDS

Notice is hereby given that Tualatin Hills Park & Recreation District is requesting sealed bids from qualified general contractors for park and field improvements at Northwest Quadrant Youth Athletic Field

Bids must be received by **2pm, Thursday, April 9, 2020** in the Fanno Creek Service Center office, 6220 SW 112th Ave, Suite 100, Beaverton Oregon 97008. Bids received after the designated time and date will be returned unopened.

The Tualatin Hills Park & Recreation District reserves the right to reject any bid not in compliance with this Request for Bid or in compliance with all prescribed public contracting procedures and requirements, and may reject for good cause, any or all bids upon a finding that it is in the public interest to do so, and to waive any and all information in the best interest of the District.

Copies of the Bid documents may be obtained through ARC Document Solution at your own expense by either of the following methods:

A. Order hardcopies at any ARC Document Solution - Oregon location, refer to their website at: e-arc.com/or/portland for address and contact information, or

B. Documents can be reviewed and ordered on the Internet at ARC Document Solution Public Planroom. Go to: e-arc.com/or/portland and then select Public Projects under Plan Room heading in the left column (no login required). Select NW Quadrant Youth Athletic Field from the project list.

For questions or assistance with your order, please contact ARC Document Solution at 503.227.3424, or email pdx.planwell@e-arc.com. Please do not contact Tualatin Hills Park & Recreation District to obtain proposal/bid documents.
Published Mar. 11 & 13, 2020.

11868269

LINN COUNTY GENERAL SERVICES
ROOFING REPLACEMENT AT THE LINN COUNTY GENERAL SERVICES BUILDING
Bids Due 10:00 am, April 6, 2020
INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be accepted at Linn County General Services by Russ Williams at 330 3rd Avenue SW, Albany, OR 97321 until 10:00 AM Local Time, Monday, April 6, 2020 at which time and place bids will be closed. The bids will be publicly opened and read at the Linn County Board meeting on Tuesday, April 7, 2020.

The work consists of roofing replacement at the Linn County General Services Building, 330 3rd Avenue SW, Albany Oregon. Scope of work includes complete removal of existing roofing down to structural deck and installation of vapor retarder, insulation system and new fully adhered 60-mil PVC membrane assembly with perimeter metal and all incidentals to complete the warrantable specified system.

This is a public works contract subject to the prevailing wage requirements of ORS 279C.800 - 279C.870.

A mandatory Pre-Bid Meeting will be held at 1:00 PM on Monday, March 23, 2020 at 330 3rd Avenue SW, Albany Oregon

Bid packages, including instructions for bidders, plans, specifications and required bid forms, may be obtained by contacting Russ Williams at Linn County General Services by mailing 330 3rd Ave SW, Albany, OR 97321, by calling (541) 967-3880, by faxing (541) 928-3517, or by e-mailing ruwilliams@co.linn.or.us. The Linn County General Services office hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. Please note that the office closes Monday through Friday 12:00 p.m. to 1:00 p.m.

Any questions, objections, or comments to the bid package must be submitted in writing to the attention of Russ Williams at 330 3rd Avenue SW, Albany, OR 97321 no later than 5:00 PM on Friday, March 27, 2020. Clarifications, whether verbal or in writing, do not change the plans, specifications, contractual terms, or procurement requirements of the bid package unless a formal amendment is issued by the County.

Linn County reserves the right to reject any or all bids, to waive formalities, and to postpone the award of the contract for thirty (30) days. All bids and all prices quoted in bids shall be firm for a period of thirty (30) days after the bid closing date.
Published Mar. 9, 11 & 13, 2020.

11867799

EVERGREEN PUBLIC SCHOOLS
ROOFING PROJECT FOR RIVERVIEW ELEMENTARY SCHOOL
Bids Due 2:00 pm, April 2, 2020
REQUEST FOR BIDS
PROJECT #2020-122

Sealed bids will be received by Evergreen Public Schools in the Purchasing Department, Gold Complex, at the Administrative Service Center, 13501 NE 28th Street, Vancouver, WA 98682-8091 until **2:00 p.m. Thursday, April 2, 2020;**

By U.S. mail: Evergreen Public Schools
Purchasing Dept. - Bid #2020-122
PO Box 8910
Vancouver WA 98668-8910

By hand delivery: Evergreen Public Schools
13501 NE 28th Street
Vancouver WA 98682
Administrative Services Center
Gold Complex, Purchasing - Bid #2020-122

Project Description: The Contractor will provide all labor, equipment, materials, project management and site supervision as required to complete all Roofing & miscellaneous scopes of work described in the project specifications. The project is estimated to cost $989,000. Bids will be opened and read aloud immediately after the bid closing time for their receipt, at which time all interested persons are entitled to attend the bid opening.

Bid documents will **only** be available for viewing and/or download beginning on March 6, 2020 at **J-2 Blue Print https://plans.j2b.com/?site=evergreenps**. Prospective bidders will be required to sign in as an account member to have access to the project documents. Prospective bidders can call J-2 Blue Print at 360-696-1861 with any questions about setting up an account for viewing and/or downloading documents.

In addition, arrangements can be made to view printed copies of the bid documents by calling the location listed below:
Evergreen Public Schools
Facilities Department
13501 NE 28th Street
Vancouver WA 98682
360-604-4077

No Bids will be considered unless it is in complete accordance with the instruction to bidders and is submitted upon the official bid form provided to prospective bidders (included in the bid documents).

A non-mandatory **pre-bid conference** for Contractors interested in bidding this project will be conducted at 4:30 p.m. Monday, March 16, 2020, pre-bid conference and tour will commence at Riverview ES - 12601 SE Riveridge Dr, Vancouver WA 98683.

The Board of Directors of Evergreen Public Schools reserves the right to reject any or all bids or portions thereof and waive any informality or irregularities.

Bill Thackeray
Director of Accounting and Purchasing
Published Mar. 6 & 13, 2020.

11868212

EVERGREEN PUBLIC SCHOOLS
ROOFING PROJECT FOR FIRCREST ELEMENTARY SCHOOL
Bids Due 3:00 pm, April 2, 2020
REQUEST FOR BIDS
PROJECT #2020-123

Sealed bids will be received by Evergreen Public Schools in the Purchasing Department, Gold Complex, at the Administrative Service Center, 13501 NE 28th Street, Vancouver, WA 98682-8091 until **3:00 p.m. Thursday, April 2, 2020;**

By U.S. mail: Evergreen Public Schools
Purchasing Dept. - Bid #2020-123
PO Box 8910
Vancouver WA 98668-8910

By hand delivery: Evergreen Public Schools
13501 NE 28th Street
Vancouver WA 98682
Administrative Services Center
Gold Complex, Purchasing - Bid #2020-123

Project Description: The Contractor will provide all labor, equipment, materials, project management and site supervision as required to complete all Roofing & miscellaneous scopes of work described in the project specifications. The project is estimated to cost $989,000. Bids will be opened and read aloud immediately after the bid closing time for their receipt, at which time all interested persons are entitled to attend the bid opening.

Bid documents will **only** be available for viewing and/or download beginning on March 6, 2020 at **J-2 Blue Print https://plans.j2b.com/?site=evergreenps**. Prospective bidders will be required to sign in as an account member to have access to the project documents. Prospective bidders can call J-2 Blue Print at 360-696-1861 with any questions about setting up an account for viewing and/or downloading documents.

In addition, arrangements can be made to view printed copies of the bid documents by calling the location listed below:
Evergreen Public Schools
Facilities Department
13501 NE 28th Street
Vancouver WA 98682
360-604-4077

No Bids will be considered unless it is in complete accordance with the instruction to bidders and is submitted upon the official bid form provided to prospective bidders (included in the bid documents).

A non-mandatory **pre-bid conference** for Contractors interested in bidding this project will be conducted at 3:30 p.m. Monday, March 16, 2020, pre-bid conference and tour will commence at Fircrest Elementary - 12001 NE 9th St, Vancouver WA 98684.

The Board of Directors of Evergreen Public Schools reserves the right to reject any or all bids or portions thereof and waive any informality or irregularities.

Bill Thackeray
Director of Accounting and Purchasing
Published Mar. 6 & 13, 2020.

11868217

EVERGREEN PUBLIC SCHOOLS
ROOFING AND FALL PROTECTION PROJECT FOR PACIFIC MIDDLE SCHOOL
Bids Due 2:00 pm, March 31, 2020
REQUEST FOR BIDS
PROJECT #2020-125

Sealed bids will be received by Evergreen Public Schools in the Purchasing Department, Gold Complex, at the Administrative Service Center, 13501 NE 28th Street, Vancouver, WA 98682-8091 until **2:00 p.m. Tuesday, March 31, 2020;**

By U.S. mail: Evergreen Public Schools
Purchasing Dept. - Bid #2020-125
PO Box 8910
Vancouver WA 98668-8910

By hand delivery: Evergreen Public Schools
13501 NE 28th Street
Vancouver WA 98682
Administrative Services Center
Gold Complex, Purchasing - Bid #2020-125

Project Description: The Contractor will provide all labor, equipment, materials, project management and site supervision as required to complete all Roofing & miscellaneous scopes of work described in the project specifications. The project is estimated to cost $685,000. Bids will be opened and read aloud immediately after the bid closing time for their receipt, at which time all interested persons are entitled to attend the bid opening.

Bid documents will **only** be available for viewing and/or download beginning on March 6, 2020 at **J-2 Blue Print https://plans.j2b.com/?site=evergreenps**. Prospective bidders will be required to sign in as an account member to have access to the project documents. Prospective bidders can call J-2 Blue Print at 360-696-1861 with any questions about setting up an account for viewing and/or downloading documents.

In addition, arrangements can be made to view printed copies of the bid documents by calling the location listed below:
Evergreen Public Schools
Facilities Department
13501 NE 28th Street
Vancouver WA 98682
360-604-4077

No Bids will be considered unless it is in complete accordance with the instruction to bidders and is submitted upon the official bid form provided to prospective bidders (included in the bid documents).

A non-mandatory **pre-bid conference** for Contractors interested in bidding this project will be conducted at 2:30 p.m. Monday, March 16, 2020, pre-bid conference and tour will commence at Pacific MS - 2017 NE 172nd Ave, Vancouver WA 98684.

The Board of Directors of Evergreen Public Schools reserves the right to reject any or all bids or portions thereof and waive any informality or irregularities.

Bill Thackeray
Director of Accounting and Purchasing
Published Mar. 6 & 13, 2020.

11868223

HOFFMAN SKANSKA LLC
PDX TCORE - CONSTRUCTION STAGING AND MARINE DRIVE IMPROVEMENTS
BID PACKAGE: #13 - CONCRETE PAVING
PRE-BID MEETING: MARCH 13, 2020 AT 2:00 P.M.
BIDS DUE: MARCH 25, 2020 AT 2:00 P.M.
REQUEST FOR PROPOSALS

Hoffman Skanska LLC, Construction Manager/General Contractor ("CM/GC") for PDX TCORE - Construction Staging and Marine Drive Improvements ("Project") being performed for The Port of Portland ("Owner") requests sub-bid proposals for Bid Package #13 - Concrete Paving.

A non-mandatory, but strongly encouraged, **pre-bid meeting has been scheduled for 2:00 p.m. March 13, 2020** at the 5420 Building located at 5420 NE Marine Drive, Portland OR, 97218. All bidders are encouraged to attend the pre-bid meeting in order to acquaint themselves with the local conditions under which the work is to be performed and to correlate personal observations with the requirements of the contract documents.

Proposals must utilize the specified PROPOSAL FORM and be submitted as a single file (less than 10MB) to BIDS@hoffmancorp.com, no later than 2:00 p.m., MARCH 25, 2020. Elaborate proposals or the inclusion of nonessential information e.g. marketing/promotional material, etc. is strongly discouraged. Proposals that are materially incomplete, are directed to other locations or received after the bid deadline will not be considered.

Bidders must be properly licensed with the Oregon Construction Contractors Board ("CCB") at the time of bid. Bidders are required to file a $30,000 Public Works Bond with the CCB in accordance with ORS 279C.836 EXCEPT exemptions allowed under paragraphs (7) or (8) will not be permitted. Due to the scheduled start of the work, the $30,000 Public Works Bond must be on file with the CCB at the time of bid. This is a prevailing wage project. Bidders must comply with requirements of the prevailing wage law in ORS Chapter 279C.

Refer to proposal documents for complete proposal requirements and additional information. Proposal documents may be examined at local plan centers, viewed and/or downloaded without charge at www.hoffmancorp.com/subcontractors.

Owner and Contractor are committed to maximizing small business participation in the Project. This Project has a Small Business Enterprise (SBE) aspirational goal of 20%, of which 8.5% shall be minority owned businesses. Small Business Enterprises (SBE) are defined as for-profit small businesses that be been certified by either the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID) or the Washington State Office of Minority & Women's Business Enterprises (OMWBE). Prime tier Subcontractors that are not certified firms will have the same goal to utilize lower-tier SBE's for 20% of construction costs, of which 8.5% shall be minority owned businesses.

Contractor is an equal opportunity employer and request bids from all qualified firms. CCB License # 186536.
Published Mar. 11 & 13, 2020.

11869751

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM
PROCUREMENT SOLICITATIONS
Proposals Due 3:00 pm, April 17, 2020
REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
200301 Furniture, Furnishings and Services
200302 Data Center Hosting, Sales and Service
200303 Comprehensive HVAC (3) 2 Part
200304 Photography
200305 Waste Management, Recycling, and Sustainability
200306 Vaping Sensors

Proposals are due and will be opened on April 17, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.
Published Mar. 6 & 13, 2020.

11865572

BENTON COUNTY
CONSTRUCTION MANAGEMENT FIRM
4500 RESEARCH WAY
CORVALLIS, OREGON
Proposal Due 2:00 pm, March 31, 2020
REQUEST FOR PROPOSAL
Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified Construction Management (CM) firms for the turnkey renovation of an office building located at 4500 Research Way, Corvallis, Oregon (Project). Space Planning is in progress, led by DLR Group, Portland, Oregon. Benton County plans to occupy the building in multiple phases. The initial phase, (Phase 1) is approximately 22,000 square feet with subsequent phases totaling 53,000 square feet.

The general scope of work in Phase 1 includes: Collaborating with DLR Group regarding space planning. Provide budgetary guidance for project completion. Provide construction drawings, schematics and specifications for construction. Source and contract a General Contractor (GC) or Sub-Contractors to preform construction services. Manage all aspects of construction to include but not be limited to; framing, drywall, paint, flooring, electrical, plumbing, mechanical, security systems, fire systems, lighting, and fixture installation. Facilitate progress and construction meetings. Provide construction drawings, prints, and schematics for permitting and construction. Manage all aspects of the permitting process. Provide recommendations related to green building practices and sustainability efforts. Work with Energy Trust of Oregon to maximize available incentive rebates. Make presentations to the Benton County Board of Commissioners as required. Make value engineering recommendations. Assist in mitigating change order requests.

The objective is to retain a Construction Management firm to lead the design, construction and occupation of the project through all building phases and warranty periods.

The RFP will allow Benton County to select and retain a Construction Management firm to perform duties as listed. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

Any savings the construction manager/general contractor realizes in performing the public improvement contract will accrue to the County, unless the public improvement contract provides otherwise.

Specify terms and conditions that govern how the fixed price, guaranteed maximum price or other maximum price set forth in the public improvement contract will be determined and whether the price includes or is based on unit pricing or allows for work that is constructed in phases;

State that the County will not pay any amount that exceeds a fixed price, guaranteed maximum price or other maximum price specified in the public improvement contract unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes.

By the earlier of the date on which the County and a construction management firm agree on a fixed price, guaranteed maximum price or other maximum price or the date on which the construction manager/general contractor begins to solicit offers for construction services from subcontractors, the public improvement contract that the County negotiates with the construction management firm must:

(a) Describe the methods the construction management firm will use to qualify and select subcontractors. The methods must be competitive and should provide prospective subcontractors with a reasonable opportunity to participate in the construction management firm qualification and selection process.

(b) Identify the portions of the construction work under the public improvement contract for which the construction management firm may waive the qualification and selection process described in paragraph (a) of this subsection and describe:

(1) How the construction management firm may determine the portions of the construction work that will not be subject to the qualification and selection process described in paragraph (a) of this subsection; and

(2) The process the construction management firm will use to qualify and select prospective subcontractors for the portions of the construction work that are not subject to the qualification and selection process described in paragraph (a) of this subsection.

(c) Identify the conditions under which the construction management firm or an affiliate or subsidiary of the construction management firm may perform or compete with other prospective subcontractors to perform construction work under the public improvement contract and describe the methods the construction management firm will use to qualify and select an affiliate or subsidiary to perform the construction work.

(d) Describe how the construction management firm will announce which prospective subcontractors the construction management firm have selected to perform construction services in connection with the public improvement contract.

(e) Describe the conditions under which the construction management firm will discuss the qualification and selection process described in this subsection with a prospective subcontractor that the construction management firm did not select for a subcontract if the construction management firm receives a request from the prospective subcontractor to discuss the process.

The Request for Proposal and available building floor plans can be downloaded from the Benton County website at https://www.co.benton.or.us/rfps or a printed copy can be requested at actual cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333, or phone (541) 766-6821, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Public Works to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Paul Wallsinger, Project Manager, at Paul.Wallsinger@co.benton.orus or at 541-766-3521. To be added to the Interested Respondent's list or for questions regarding the procurement process, contact George Looney at George.Looney@co.benton.or.us or at 541-766-6204.

A Mandatory Pre-Bid meeting will be held on Monday, March 23, at 10:00 a.m. at the Benton County Public Works office, 360 Avery Ave, Corvallis OR 97333, in the Upper Conference room with site walk thru to follow

RFP responses shall be sealed and marked plainly as **4500 Research Way Renovation**, and submitted to Benton County Public Works, Attention George Looney, 360 SW Avery Avenue, Corvallis, Oregon 97333, by **2:00 p.m.** local time on **March 31, 2020**.

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mail proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident GC as defined by ORS 279A.120.

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission requirements; and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Dated: March 3, 2020

By Gary Stockhoff
Director of Public Works
Published Mar. 6 & 13, 2020.

11867910

DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE
YARD DEBRIS AND WOOD WASTE MANAGEMENT SERVICES
Bids Due 3:00 pm, March 26, 2020
REQUEST FOR BIDS

Deschutes County Department of Solid Waste is soliciting bids to provide grinding and transportation services for the management of yard debris and wood waste collected at the County's solid waste facilities. In general, the services include:

- Periodic grinding of yard debris from the County's rural transfer stations and transportation of the ground material to Knott Landfill in Bend, Oregon
- Annual grinding of yard debris collected at Knott Landfill from the County's FireFree collection event
- Periodic grinding and transportation of wood waste collected at the Negus Transfer Station in Redmond, Oregon to a contractor designated wood waste management facility

The Request for Bids may be obtained or examined at the Deschutes County Department of Solid Waste office or viewed at https://www.deschutes.org/rfps. Bids must be submitted on forms included in the Request for Bids and must be received by 3:00 p.m. on Thursday, March 26, 2020 at the Deschutes County Solid Waste Department, 61050 S.E. 27th Street, Bend, Oregon 97702. Proposals should be addressed to Chad Centola, Operations Manager. Bids may be submitted in person, by mail, e-mail, or by facsimile and must be received by the Solid Waste Department by the due date and time specified above.

IMPORTANT: Prospective bidders MUST complete and submit the Contact Information Form provided on the Deschutes County Bids and RFPs website to provide contact

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Purchase Order Procedure here

Global Furniture Group

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller.

Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Reseller Form for TIPS Sales

TIPS Reseller Procedure

TIPS Reseller document here

Resellers	Address
A Bargas and Associates www.abargasco.com Contact: J Wright Contact Phone:(210) 344-2821 Contact Email: jwright@abargoasco.com	P10622 Gulfdale Street San Antonio TX 78279 Phone:(210) 344-2821 Fax:(210) 341-0033
AAA Business Supplies Contact: Contact Phone: Contact Email: order@aaasolutions.com	1915 Mark Ct Suite 150 , Concord, CA 94520 Phone:(800) 821-4430 Fax:(415) 821-2601
AAAA Office & Warehouse Surplus INC https://www.aaaasurplus.com Contact: Contact Phone: Contact Email: dale@aaaasurplus.com	3041 Marwin Rd RD Suite 3 , Bensalem, PA 19020-6503 Phone:(215) 639-9666 Fax:(215) 639-7498

Supply Source, Inc. http://www.supplysourceinfo.com Contact: Contact Phone: Contact Email: larryb@supplysourceinfo.com	415 W 3rd St , Williamsport, PA 17701-6007 Phone:(570) 327-1500 Fax:(570) 327-1244
Surplus Office Supply Contact: Contact Phone: Contact Email: dave@sosofficefurniture.com	2441 University Ave W , Saint Paul, MN 55114-1507 Phone:(651) 644-6494 Fax:(651) 644-0661
Synergy Business Environments Contact: Contact Phone: Contact Email:	800 6th Ave S Suite 200 , Nashville, tn 37203 Phone:(615) 383-6799 Fax:(615) 383-8106
Systems Furniture Contact: Contact Phone: Contact Email:	125 S. Broadway , De Pere, WI 54115 Phone:(920) 336-1510 Fax:(920) 336-4008
Tangram Interiors Contact: Contact Phone: Contact Email:	677 W Palmdon Dr Suite 101 , Fresno, CA 93704-1093 Phone:(559) 275-7070 Fax:(559) 275-7071
Tangram Interiors http://www.tangraminteriors.com Contact: Contact Phone: Contact Email: marketing@tangraminteriors.com	1375 Dove St Suite 300 , Newport Beach, CA 92660-2419 Phone:(562) 365-5000 Fax:(562) 365-5399
Tangram Interiors Contact: Contact Phone: Contact Email: marketing@tangraminteriors.com	9200 Sorensen Ave , Santa Fe Springs, CA 90670-2645 Phone:(562) 365-5000 Fax:(562) 365-5173
Team Office, LLC Contact: Contact Phone: Contact Email: bjustice@teamoffice.us	316 Southwest Blvd. , Kansas City, MO 64108 Phone:(816) 221-9155 Fax:(816) 221-4585
Teammates Commercial Interiors Contact: Contact Phone: Contact Email:	Bel Mar Shopping Center 320 S Teller St Suite 250, Lakewood, CO 80226-1601 Phone:(303) 639-5885 Fax:(303) 639-5888
Texas Wilson Ofc Furniture http://www.texaswilson.com Contact: Contact Phone: Contact Email: sales@texaswilson.com	6812 Fairgrounds Pkwy , San Antonio, TX 78238 Phone:(210) 647-2067 Fax:(210) 647-3110
The Atlantic Group Fppm Inc. Contact: Contact Phone: Contact Email: info@atlanticgroupny.com	45 West 45th Street 1th Floor BTW 5TH & 6th, New York, NY 10036 Phone:(212) 977-6688 Fax:(212) 977-6699
The Beaux-Arts Install Group Contact: Contact Phone: Contact Email: infotampa@beauxartsgroup.com	400 N Ashley Drive Suite 800 , Tampa, FL 33602-4301 Phone:(813) 880-8686 Fax:(813) 889-8757
The Collective collective.space Contact: TroyOcariza Contact Phone:(408) 325-3200 Contact Email: tocariza@collective.space	2150 N First Street San Jose CA 95131 Phone:(408) 325-3200 Fax:
The Office Shop Inc. http://www.officeshopinc.com Contact: Contact Phone: Contact Email: ray@officeshopinc.com	70 West Main St. , Cowley, WY 82420-0065 Phone:(800) 442-0981 Fax:(307) 548-7470
The Ohio Desk Company http://www.ohiodesk.com Contact: Contact Phone: Contact Email: info@ohiodesk.com	1122 Prospect Ave E , Cleveland, OH 44115-1292 Phone:(216) 623-0600 Fax:(216) 623-0611
The Prentice Group of BY Inc. http://www.prentice.us Contact: Contact Phone: Contact Email: jmm@prentice.us	472 Franklin St , Buffalo, NY 14202-1302 Phone:(716) 884-8452 Fax:(716) 694-1986
The Spencer Company Contact: Contact Phone: Contact Email:	150 Turtle Creek Blvd Suite 205 , Dallas, TX 75207-6825 Phone:(214) 720-0345 Fax:(214) 965-9549
The Spencer Company https://www.spencerandco.com/ Contact: Linette Villaneuva Contact Phone:(214) 720-0345 Contact Email: Linette.Villanueva@spencerandco.com	150 Turtle Creek Blvd Suite #205, Dallas, TX 75207 Phone: Fax:(214) 720-7708
The Supply Room Contact: ShannonFrench Contact Phone: Contact Email: sfrench@thesupplyroom.com	14140 N. Washington Hwy. Ashland VA 23005 Phone:(804) 412-2820 Fax:
Thomas Interior Systems, Inc. Contact: Contact Phone: Contact Email: CoreyN@thomasinteriors.com	476 Brighton Drive , Bloomingdale, IL 60108 Phone:(630) 980-4200 Fax:(630) 980-4242
Thrifty Office Furniture, Inc. Contact: Contact Phone: Contact Email: sales@thriftyfurniture.com	6321 Angus Dr , Raleigh, NC 27617-4700 Phone:(919) 598-8454 Fax:(919) 598-8062

KEILHAUER

AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: Customer.Service@Keilhauer.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Purchase Order Procedure here

Keilhauer Ltd

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller.

Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Reseller Form for TIPS Sales

TIPS Reseller Procedure

TIPS Reseller document here

Resellers	Address
A. Pomerantz & Company martin@pomerantz.com Contact: Contact Phone:Bob Martin Contact Email:	123 South Broad Street, Philadelphia, PA 19109 Phone:215-408-2100 Fax:
Ables-Land Inc. cody@ablesland.com Contact: Contact Phone:Cody Ables Contact Email:	P. O. Box 7933 Tyler TX 75711 Phone:903-593-8407 Fax:
ACI dandrews@aciinc.com Contact: Contact Phone:Drew Andrews Contact Email:	7001 Muirkirk Meadows Dr, Beltsville, MD 20705 Phone:301-931-3600 Fax:

Specialized Marketing Ltd. lauren@smarketltd.com Contact: Contact Phone:Lauren Samson Contact Email:	138 West St, Annapolis, MD 21401 Phone:410-267-0545 Fax:
Spectrum Workplace mgross@spectrumworkplace.com Contact: Contact Phone:Peggy Kelly Contact Email:	1122 Longford Rd, Docks 20 & 21, Oaks, PA 19460 Phone:610-354-0300 Fax:
Spencer + Company www.spencerandco.com Contact: LindseyCourson Contact Phone:(214) 720-0345 Contact Email: lindsey.courson@spencerandco.com	150 Turtle Creek Blvd, Ste 205 Dallas TX 75207 Phone:(214) 720-0345 Fax:(214) 720-7708
Stone Office Interiors tjstone@stoneofficeinc.com Contact: Contact Phone:TJ Stone Contact Email:	321-327 Pear Street, Scranton, PA 18505 Phone:800-827-1477 Fax:
Strategic Workspaces kamran@strategicworkspaces.com Contact: Contact Phone:Kamran Nafissi Contact Email:	40 Broad Street Boston MA 02109 Phone:617-426-0777 Fax:
Supplysource Inc. larryb@supplysourceinc.com Contact: Contact Phone:Larry Basile Contact Email:	415 W 3rd St, Williamsport, PA 17701 Phone:570-327-1500 Fax:
Synergy mmoore@synergybe.com Contact: Contact Phone:Michael Moore Contact Email:	800 6th Avenue South Suite 200, Nashville, TN 37023 Phone:615-383-6799 Fax:
System Source, INC. EKravtsov@systemsource.com Contact: Contact Phone:Emiliya Kravtsov Contact Email:	6701 Center Drive West, Ste 850 Los Angeles, CA. 90045 Phone:310-234-9814 Fax:
Systems Furniture curt.beilke@systemsfurniture.com Contact: Contact Phone:Curt Beilke Contact Email:	125 S Broadway DePere WI 54115 Phone:920-336-1510 Fax:
Talu, LLC. barbara.issacs@akima.com Contact: Contact Phone:Barbara Isaacs Contact Email:	13873 Park Center Road Suite 400N Herndon, VA 20171 Phone:571-323-5201 Fax:
Tangram Interiors rmadjlessi@tangraminteriors.com Contact: Contact Phone:Roya Madjlessi Contact Email:	9200 Sorensen Ave, Santa Fe Springs, CA 90670 Phone:562-365-5000 Fax:
Texas Office Products www.topstexas.com Contact: JessicaRose Contact Phone:(512) 472-1340 Contact Email: jessica@topstexas.com	11055 N. IH-35 Austin TX 78753 Phone:(512) 472-1340 Fax:
Texas Wilson Office Furniture & Services jwhite@texaswilson.com Contact: Contact Phone:Jayne White Contact Email:	6812 Fairgrounds Pkwy. San Antonio, TX 78238 Phone:210-647-2308 Fax:
The Mell Group mell@themellgroupllc.com Contact: Contact Phone:Mell Smith Contact Email:	100 Union Hill Drive, Suite 100 Birmingham, AL 35209 Phone: 205-877-3131 Fax:
Think Office clint@thinkofficellc.com Contact: Contact Phone:Clint Johnson Contact Email:	1320 E 68th Avenue, Suite 101 Anchorage, AK 99518-2340 Phone:907-338-4465 Fax:
Total Office Interiors charles@tointeriors.com Contact: Contact Phone:Charlie Loughery Contact Email:	527 Plymouth Rd Ste 401, Plymouth Meeting, PA 19462 Phone:610-828-3808 Fax:
Transact Commercial Interiors https://www.transactinteriors.com Contact: Kasey McBroom Contact Phone:(602) 251-3838 Contact Email: kmcbroom@transactinteriors.com	2034 N. 3rd Street, Phoenix, Arizona 85004 Phone: Fax:(602) 251-3833
Transamerican Office Furniture vdigiesi@transamfurn.com Contact: Contact Phone:Vincent DiGiesi Contact Email:	3800 Main St, Philadelphia, PA 19127 Phone:215-482-8550 Fax:
TurnerBoone Contract tara@turnerboone.com Contact:	1320 Ellsworth Industrial Blvd., Suite A-1600, Atlanta, GA 30318

END OF EXHIBIT B

EXHIBIT C

RFP #121919
REQUEST FOR PROPOSALS
for
Furniture Solutions with Related Accessories and Services

Proposal Due Date: December 19, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	October 31, 2019
Pre-proposal Conference:	November 21, 2019 10:00 a.m., Central Time
Question Submission Deadline:	December 12, 2019, 4:30 p.m., Central Time
Proposal Due Date:	**December 19, 2019** 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 19, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Furniture Solutions with Related Accessories and Services, for applications such as a) office, conference, lobby, lounge, common, collaboration, multi-purpose, and meeting spaces; b) classroom, lab, studio, and maker spaces; c) library, media, technology, or computer centers; and, d) food service or dining areas, student union spaces, and residence halls. Comprehensive solutions are sought for furniture types to include, but not be limited to:

a. Desks, chairs (folding and stackable), tables, modular walls, cubicles, seating (benches, fixed, stools, etc.), patio or outdoor, cabinets or integrated storage, and residential hall furnishings;

b. Related services including rental, design, installation, assembly, safety inspection, repair, renovation, refurbishment, and re-manufacture, retrofit or recycling services for the furniture solutions described above; and

c. Complementary offerings may include: office related storage and technology integrated furniture solutions.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. RFP#091719 Event Seating and Staging Solutions with Related Accessories and Services
2. RFP#040215 Storage Products or Systems with Related Accessories
3. RFP#081419 Technology Catalog Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $200M therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:

a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all

requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when

responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

10/31/2019

Addendum No. 1
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you advise for this RFP the details of this solicitation? I see the basic requirements for fulfillment, but do not see the details.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 10/31/2019, is required at the time of proposal submittal.

11/4/2019

Addendum No. 2
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it a requirement to pay the administrative fee on services? Would it be possible to pay the admin fee on products only?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/4/2019, is required at the time of proposal submittal.

11/8/2019

Addendum No. 3
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Pursuant to the Question and subsequent Addendum No. 1, in understanding that the "respondent is allowed to propose the entire line of products and services falling within the scope of the RFP", and referring to Section II. B., can you clarify that there is no specific template, Excel sheet or other required format in the submission of the responses?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the “Submit Response Guide” found on the “Bids Homepage” in the Resource Materials section.

Question 2:

Section III PRICING, A. describes the requirements for pricing proposals. Is a proposer who distributes via a dealer network, required to provide the dealer pricing/discount/margin and the Sourcewell member pricing/discounting in their submission?

Answer 2:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

Since delivery and installation of product is generally facilitated by the dealer, how shall the cost of labor be handled vis a vis this RFP submission? Can the dealer add their cost of labor on a case by case basis?

Answer 3:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Although financial information does not fall under Minnesota Statutes Section 13.37, some of the financial information requested, is not public information. Will Sourcewell execute a confidentiality agreement prior to a proposer's release of this information?

Answer 4:

Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a confidentiality agreement for a proposer. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Reference Section VI. E. of Sourcewell RFP.

Question 5:

Is there a list of narrative questions in the form of a pdf? If not, is there a way to download the questions from the portal to pdf?

Answer 5:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/8/2019, is required at the time of proposal submittal.

11/11/2019

Addendum No. 4
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this bid is intended for Saskatchewan and Alberta entities only? On pg.2 it says it is for MASH, RMA, SARM and SUMA AMM?

Answer 1: Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

Question 2:

If you are looking for turnkey solutions, does this mean you would like all products proposed and not just one (like seating)?

Answer 2:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking "… the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members." Proposals are evaluated based on the criteria as stated in the RFP.

Question 3:

The solicitation states the Administrative Fees are typically 1% to 2%. What determines the calculated percentage? How is that communicated to the supplier?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, and Addendum No. 2, Answer 1, with respect to administrative fees.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.

11/12/2019

Addendum No. 5
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To clarify, is Sourcewell is asking for a Drop Ship (Dock Delivery) discount or a Delivered and Installed Discount? Do we need to submit highest product price for all of our products in a separate document or will Price Books suffice?

Answer 1:

Refer to RFP Section III. – PRICING, and Addendum No. 3, Answer 2, with respect to pricing.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.

11/18/2019

Addendum No. 6
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the Membership size in Canada? Is it optional for us to sell to Canadian Members?

Answer 1:

Each proposer is expected to complete the tables in Step 1, entitled “Ability to Sell and Service Nationwide” and “Value-Added Attributes”, describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 2:

Are we able to utilize our current Price Books but include the US-Canadian Dollar Conversion Calculation on the cover page of the Price Book?

Answer 2:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada. It is left to the discretion of each proposer to determine and propose a pricing model that is consistent with the RFP terms and their own business methods.

Question 3:

Within the scope of the RFP, under III. Pricing, all pricing quoted must reflect a Member's total cost of acquisition. Is it acceptable to submit pricing for product only,

with shipping and handling charges to be calculated and added at time of quote? Will Sourcewell accept any exceptions or deviations to the terms.

Answer 3:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing. It is left to the discretion of each proposer to determine and propose a pricing model that is clearly understood, complete, and fully describes the total cost of acquisition.

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification.

Question 4:

If we have products that have been used for Technology benching, and also used for Science or Art tables in K-12 market, and training classes, can we include our products on the Office Furniture contract? The RFP states: This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell: RFP#081419 Technology Catalog Solutions.

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 5:

Please give more clarification for Question 68 - "Describe your design resources to develop or enhance culture, change management and integrated technology needs."

Answer 5:

Each Proposer has the opportunity to describe their capabilities with respect to the relevant design resources in response to Question 68.

Question 6:

What regions or municipalities does this bid pertain to so we can propose the best team to service the bid?

Answer 6:

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 7:

When can we expect to receive the call-in information for the pre-bid conference?

Answer 7:

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx conference.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/18/2019, is required at the time of proposal submittal.

11/20/2019

Addendum No. 7
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a manufacturer's authorization required to be submitted for each brand specified and/or quoted?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

Question 2:

In the specifications area of the bid response, do any of the line items within the tables have character limits?

Answer 2:

In our experience, the tables provide enough space for a proposer to provide a brief but thorough response to each question.

Question 3:

Will the agency please provide a list of current Sourcewell members, as noted in the RFP?

Answer 3:

The reference in RFP Article I, Section B, to the Appendix of Members is to the "Political Subdivision List", available by hyperlink, in the Resource Materials section on the front page of the Sourcewell Procurement Portal. The hyperlinked listing is intended to satisfy the requirement of certain states that Sourcewell make a list of members in the jurisdiction available at the time of the solicitation. More generally, membership is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

Question 4:

Will separate price lists for the United States and Canada be acceptable?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

If a manufacturer chooses not to service Canada, would this negatively impact their likelihood to receive an award?

Answer 5:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 6:

Will the agency please further clarify the scoring criteria?

Answer 6:

Refer to RFP section VI. B. AWARDS for evaluation criteria for this solicitation and the Sourcewell Evaluator Scoring Guide (available by hyperlink, in the Resource Materials section on the front page of the Sourcewell Procurement Portal).

Question 7:

Will Sourcewell please clarify the Administrative Fees portion?

Answer 7:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/20/2019, is required at the time of proposal submittal.

11/21/2019

Addendum No. 8
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a limit on the number of awards?

Answer 1:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

Question 2:

Do the award criteria include a set minimum on a Proposer's: a) company size; b) sales volume or annual revenues; or, c) years in business?

Answer 2:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding the evaluation criteria. No minimums of the types described have been imposed.

Question 3:

What weight is placed on a company's past experience with Sourcewell/NJPA versus new comers?

Answer 3:

Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

Question 4:

If a manufacturer offers products for music furnishings, that could be considered cross over in the storage and platforms categories, can those products be submitted under the furniture solicitation.

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 5:

During the pre-bid conference, the presenters stated that a manufacturer and a dealer could both propose the same product line. How must the dealer prove they have authorization if a Manufacturer's Letter of Authorization is not required?

Answer 5:

As stated in Addendum 7, it is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

Question 6:

Do any line items in the questionnaire tables have character limits?

Answer 6:

As indicated in Addendum 7, there is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/21/2019, is required at the time of proposal submittal.

12/2/2019

Addendum No. 9
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a division of a larger parent company and cannot release information as a division in response to several questions without a non-disclosure agreement or protection of a proprietary/trade secret clause. The information can be released as our company as a whole but not by division without an NDA. Can you tell us how we should proceed?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/2/2019, is required at the time of proposal submittal.

12/5/2019

Addendum No. 10
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a manufacturer enters a bid for this solicitation and lists a specific dealer as part of his bid, can the dealer also enter a bid listing the manufacturer's line of products and can both of them be awarded?

Answer 1:

Sourcewell does not limit the proposers in any given solicitation. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is Sourcewell including Quebec in this solicitation?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. However, this solicitation has not been posted in the French language, nor has it been advertised specifically in Quebec, which may impact the use of the awarded contracts within the province.

Question 3:

In section 4 of the sample contract provided regarding product and pricing change requests, the last bullet point states to include a complete restatement of pricing documentation in Microsoft Excel. Can you please confirm if the initial pricing must be in excel format or can we submit our price book only with an intended discount structure?

Answer 3:

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a vendor has a contract and needs to change pricing or add or subtract products from the initial proposed offering. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.

12/5/2019

Addendum No. 11
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We do not carry an insurance coverage required in the Sourcewell contract template. How should we address this in our response?

Answer 1:

To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.

12/13/2019

Addendum No. 12
Solicitation Number: RFP 121919
Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Table 11: Pricing & Delivery - Line Item 54, the detailed pricing data showing both our list prices as well as the Sourcewell discounted price for all SKUs expands some of the price lists beyond a standard letter size in landscape orientation, but works in 11 x 17 landscape orientation. Will this be an issue when submitting our pricing data in an electronic format?

Answer 1:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. As mentioned in Addendum 3, a Proposer may navigate to Step 4 of the response process, select "Preview Bid" and then "Preview My Bid in PDF" to self-assess the output format. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/13/2019, is required at the time of proposal submittal.

Steelcase #121919-STI

Pricing for contract 121919-STI offers Sourcewell participating agencies the following discounts:

- Discounts up to 40-64% off current list pricing with tiered pricing for every product line on large quantity orders. Discounts also available on partner products.

Please contact your local authorized Steelcase dealer for price quotes factoring in product mix and volume discounts.

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, September 17th
Conference Room 1 & 2
202 12th St. NE, Staples, MN 56479

Vice Chair Zylka called the Regular Board meeting to order at 12:35pm with the following members present: Greg Zylka, Barb Neprud, Mark Gerbi, Scott Veronen, Ryan Thomas, and Sara Nagel. Also present were Jon Radermacher, City of Little Falls, Stephen Jones, Little Falls Schools, Chris Lindholm, Pequot Lakes Schools, Ex-Officios; Jerald Nesland, Freshwater Education District, and Heather Bandeen and Julie Ring, Association of Minnesota Counties, Guests; Chad Coauette, Susan Nanik, Marcus Miller, Travis Bautz, Jamie Loken, Paul Drange, Jeremy Schwartz, Mike Carlson, Rebecca Grunig, Kelli Draper, Tom Perttula, Bill Otto, Katie Embree, and Danielle Wadsworth, Sourcewell staff.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the agenda as presented. Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to accept the minutes of the Regular Board Meeting held on August 20, 2019. Motion carried.

Mr. Carlson presented the monthly Financial Report of Cash, Revenues, and Expenditures.

Ms. Neprud moved, seconded by Ms. Nagel to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #101075 to #101413. Motion carried.

Ms. Neprud moved, seconded by Mr. Gerbi to approve all Wire Transfers #023 to #053. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve all Wire Transfers-Employee Expense reimbursements #172 to #401. Motion carried.

Mr. Veronen moved, seconded by Mr. Gerbi to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added August 1-31, 2019
- Resolution to approve permission to re-solicit the following categories
    a. Furniture with Related Accessories & Services
    b. Industrial & Workplace Storage Systems with Related Accessories
    c. Public Sector & Education Leasing and Financing Solutions

Motion carried.

Ms. Embree gave a day in the life of a Sourcewell employee presentation on her role as a Student Programs Coordinator.

Mr. Miller gave an update on Government Relations/General Counsel Departments.

Mr. Drange gave an update on Regional Programs.

Mr. Nesland gave a report out on the newly completed Freshwater Education District Level IV Facility and thanked Sourcewell for their generous support.

Ms. Bandeen and Ms. Ring gave an update on the Association of Minnesota Counties HR Technical Assistance Helpline.

Ms. Nanik gave an update on the Human Resources and Facilities Departments.

Ms. Grunig presented the revised Employee Handbook.

Mr. Thomas moved, seconded by Mr. Gerbi to approve the Employee Handbook as presented. Motion carried.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Communication Technology Department.

Ms. Draper gave an update on projects and systems.

Mr. Loken gave an update on Sourcewell Technology.

Mr. Bautz gave an update on the NIGP Forum and the Marketing and Membership Departments.

Mr. Perttula and Mr. Otto gave an update on Sustainable and Responsible Procurement Initiatives.

Mr. Schwartz gave an update on the Operations and Procurement Departments and the contracts awarded in August as noted in Appendix A.

Mr. Gerbi moved, seconded by Mr. Thomas to approve the Resolution to Ratify Cooperative Contracting Awards. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to approve the FY 19-20 Department of Education Low Incidence Funding:

a. Formula 421-IDEA Part B Section 611 Regional Low Incidence Discretionary $564,626.43
b. Formula 430- IDEA part B Section 619 Centers of Excellence Discretionary CSPD $93,431.89
c. Formula 432- IDEA Part B Section 611 Regional Low Incidence CSPD Discretionary $129,140.00
d. Formula 446- IDEA Part C Regional Centers of Excellence CSPD Intergovernmental Agreement $93,431.89

Motion carried.

Ms. Nagel moved, seconded by Mr. Thomas to approve the Resolution Designating an Identified Official with Authority. Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to approve hiring the following:

a. Jennifer Backowski, Marketing Creative Supervisor, effective September 9, 2019
b. Jake Denning, Membership Development Administrator I, effective September 9, 2019
c. Darin Narlock, Contract Administrator I, effective September 23, 2019
d. Michelle Tautges, Lead Regional Licensing Specialist, effective September 23, 2019

Motion carried.

Ms. Nagel moved, seconded by Mr. Veronen to accept the resignation of Audriana Bagwell, Collaborative Service Worker, effective August 30. 2019. Motion carried.

Mr. Veronen moved, seconded by Ms. Neprud to accept the retirement of Machel Marshall, Account Clerk III, effective September 2nd, 2019. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve opening the following positions:

a. Website Content Specialist
b. Membership Communication Specialist
c. Collaborative Service Worker
d. Account Clerk III- Contract Purchasing

Motion carried.

Mr. Gerbi moved, seconded by Ms. Nagel to approve the following position descriptions and open positions:

a. Program Coordination Specialist
b. Application Administrator II

Motion carried.

Ms. Nanik provided a staffing update.

Dr. Coauette gave an update on State/National Associations and Partnerships.

Mr. Gerbi moved, seconded by Mr. Thomas to adjourn the meeting at 2:44 p.m. Motion carried.

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Furniture with Related Accessories & Services
Industrial & Workplace Storage Systems with Related Accessories
Public Sector & Education Leasing and Financing Solutions

NEW CONTRACTS

Sunrise Banks	060519-SUN	*"Employee Loans and Related Financial Services"*
CHM Industries, Inc.	071619-CHM	*"Sports Lighting with Related Supplies and Services"*
Musco Sports Lighting, LLC	071619-MSL	*"Sports Lighting with Related Supplies and Services"*
Cooper Lighting/Eaton Industrial Corp.	071619-CPL	*"Sports Lighting with Related Supplies and Services"*

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

Staples Contract & Commercial, LLC	110415-SCC	*"Janitorial Supplies and Related Custodial Products"*
FIS	110515-FIS	*"Public Sector Administrative-Related Software Solutions & Technology"*
Peach State Freightliner, LLC	102115-PSF	*"School Buses with Related Parts and Services"*
Sightlines, LLC	071415-GGI	*"Quantity Construction Contracting Systems and Related Services"*

NEW ezIQC CONTRACTS

Contractor Name	**Contract Number**	**Contract Description**
Charles E. Thomas	CA03-NCV-GB01-080719-CET	General Builders
Enovity, Inc.	CA03-NCV-GB02-080719-ENO	General Builders
PRIDE Industries One, Inc.	CA03-NCV-GB03-080719-PIO	General Builders
Staples Construction	CA03-NCV-GB04-080719-STA	General Builders
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO	General Engineering-Paving
PRIDE Industries One, Inc.	CA03-NCV-E01-080719-PIO	Electrical
Enovity, Inc.	CA03-NCV-E02-080719-ENO	Electrical
PRIDE Industries One, Inc.	CA03-NCV-M01-080719-PIO	Mechanical
ACCO Engineered Systems, Inc	CA03-NCV-M02-080719-AES	Mechanical
AMERICAN CHILLER SERVICE, INC.	CA03-NCV-M03-080719-ACH	Mechanical
Enovity, Inc.	CA04-NCC-GB01-080719-ENO	General Builders
Mark Scott Construction, Inc.	CA04-NCC-GB02-080719-MSC	General Builders
PRIDE Industries One, Inc.	CA04-NCC-GB03-080719-PIO	General Builders
Aztec Consultants	CA04-NCC-GB04-080719-AZC	General Builders
Ausonio Inc.	CA04-NCC-GB05-080719-AUS	General Builders
PRIDE Industries One, Inc.	CA04-NCC-GEP01-080719-PIO	General Engineering-Paving
Enovity, Inc.	CA04-NCC-E01-080719-ENO	Electrical
PRIDE Industries One, Inc.	CA04-NCC-E02-080719-PIO	Electrical
PUB Construction, Inc.	CA08-SCI-GB01-080719-PUB	General Builders
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI	General Builders
Horizons Construction Company Int'l Inc.	CA08-SCI-GB03-080719-HCC	General Builders
Harry H Joh Construction Inc	CA08-SCI-GB04-080719-HJC	General Builders
Angeles Contractor, Inc.	CA08-SCI-GB05-080719-ACI	General Builders
gkkworks Construction Services	CA08-SCI-GB06-080719-GKK	General Builders
Enovity, Inc.	CA08-SCI-GB07-080719-ENO	General Builders

RenewAge Energy Solutions	CA08-SCI-GB08-080719-RAE	General Builders
MTM Construction, Inc.	CA08-SCI-GB09-080719-MTM	General Builders
PRIDE Industries One, Inc.	CA08-SCI-GB010-080719-PIO	General Builders
Horizons Construction Company Int'l Inc.	CA08-SCI-GEP01-080719-HCC	General Engineering-Paving
Sol Construction, Inc.	CA08-SCI-GEP02-080719-SOL	General Engineering-Paving
J & H Engineering General Contractors, Inc.	CA08-SCI-GEP03-080719-JHE	General Engineering-Paving
PUB Construction, Inc.	CA08-SCI-F01-080719-PUB	Flooring
Angeles Contractor, Inc.	CA08-SCI-F02-080719-ACI	Flooring
Horizons Construction Company Int'l Inc.	CA08-SCI-DA01-080719-HCC	Demolition-Abatement
PUB Construction, Inc.	CA08-SCI-P01-080719-PUB	Painting
Harry H Joh Construction Inc	CA08-SCI-P02-080719-HJC	Painting
Rite-Way Roof Corporation	CA08-SCI-R01-080719-RWR	Roofing
G Team Landscape Construction, Inc.	CA08- SCI -L01-080719-GTL	Landscaping
Facility Solutions Group	CA08- SCI -E01-0807190-FSG	Electrical
Harry H Joh Construction Inc	CA08- SCI -E02-080719-HJC	Electrical
PUB Construction, Inc.	CA09-SDI-GB01-080719-PUB	General Builders CA09-SDI-GB01-080719
Vincor Construction, Inc.	CA09-SDI-GB02-080719-VCI	General Builders
All Source Coatings Inc.	CA09-SDI-GB03-080719-ASC	General Builders
LDCo., Inc	CA09-SDI-GB04-080719-LDC	General Builders
Harry H Joh Construction Inc	CA09-SDI-GB05-080719-HJC	General Builders
Angeles Contractor, Inc.	CA09-SDI-GB06-080719-ACI	General Builders
Sylvester Roofing	CA09-SDI-R01-080719-SRC	Roofing
PUB Construction, Inc.	CA09-SDI-F01-080719-PUB	Flooring
All Source Tile Inc.	CA09-SDI-F02-080719-AST	Flooring
Angeles Contractor, Inc.	CA09-SDI-F02-080719-ACI	Flooring
PUB Construction, Inc.	CA09-SDI-P01-080719-PUB	Painting
All Source Coatings Inc.	CA09-SDI-P02-080719-ASC	Painting
US National Corp	CA09-SDI-P03-080719-USN	General Builders
ezIQC ANNUAL RENEWALS		
Good-Men Roofing & Construction, Inc.	CA-SD01GCB-090616-GMR	
Angeles Contractors, Inc.	CA-SD02GCB-090616-ACI	
Nexgen Building Group, Inc.	CA-SD03GCB-090616-NBG	
Angeles Contractors, Inc.	CA-SD01F-090616-ACI	
Angeles Contractors, Inc.	CA-SD01PA-090616-ACI	
GPS Plumbing	CA-SD01PL-090616-GPS	
Vet-Force Engineering and Construction, Inc.	CA-SD02PL-090616-VET	
Collier Construction Company	TX04G-101116-CCC	
Teinert Commercial Building Services	TX04G-101116-TCB	
G2 General Contractors	TX01G-101116-GGC	
G2 General Contractors	TX01W-101116-GGC	
BC Commercial	TX01G-101116-BCI	
Henthorn Commercial Construction, LLC	TX04G-101116-HCL	

SOURCEWELL
STATE OF MINNESOTA

Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-08

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Sharon Thiel, Ryan Thomas, Linda Arts, and Chris Kircher.

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - March 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Wireless and Wireline Telecom Management Solutions

Requesting Board permission to Re-Solicit the following categories:

Class 4-8 Chassis with Related Equipment, Accessories, and Services

NEW CONTRACTS		
CORT Business Services Corp.	121919-COR	*"Furniture Solutions with Related Accessories and Services"*
Humanscale Corporation	121919-HMN	*"Furniture Solutions with Related Accessories and Services"*
Krueger International, Inc. (KI)	121919-KII	*"Furniture Solutions with Related Accessories and Services"*
OFS Brands, Inc.	121919-OFS	*"Furniture Solutions with Related Accessories and Services"*
Palmer Hamilton	121919-PHL	*"Furniture Solutions with Related Accessories and Services"*
Staples Contract & Commercial, LLC	121919-SCC	*"Furniture Solutions with Related Accessories and Services"*
Steelcase, Inc.	121919-STI	*"Furniture Solutions with Related Accessories and Services"*
Teknion, LLC	121919-TKN	*"Furniture Solutions with Related Accessories and Services"*
Axon Enterprise	010720-AXN	*"Public Safety Video Surveillance Solutions "*
Laser Aiming Systems	010720-LSR	*"Public Safety Video Surveillance Solutions"*
Panasonic	010720-PAN	*"Public Safety Video Surveillance Solutions "*
WatchGuard Video	010720-WCH	*"Public Safety Video Surveillance Solutions"*
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
PureGreen Services	040215-PGE	*"Storage Products or Systems with Related Accessories"*
Auto Plus-Pep Boys	062916-PEP	*"Automotive and Truck Replacement Parts and Tires"*
Genuine Parts Company dba NAPA	062916-GPC	*"Automotive and Truck Replacement Parts and Tires"*
O'Reilly Auto Enterprises	062916-ORA	*"Automotive and Truck Replacement Parts and Tires"*
Schindler Elevator	100516-SCH	*"Elevators, Escalators and Moving Walks"*
ThyssenKrupp Elevator Corporation	100516-TKE	*"Elevators, Escalators and Moving Walks"*
NEW ezIQC CONTRACTS		
Rio Grande Valley Area TX-RGV-021920		
Amstar, Inc.	TX-RGV-GC-021920-AMS	*General Construction*
Centennial Contractors Enterprises	TX-RGV-GC-021920-CCE	*General Construction*
Core Construction	TX-RGV-GC-021920-CCT	*General Construction*
F.H. Paschen	TX-RGV-GC-021920-FHP	*General Construction*
Huper Optik USA	TX-RGV-GC-021920-HOP	*General Construction*
Trumble Construction	TX-RGV-RC-021920-TCI	*Roofing*
Gulf Coast Area TX-GC-021920		
Alpha Building Corporation	TX-GC-GC-021920-ABC	*General Construction*
Amstar, Inc.	TX-GC-GC-021920-AMS	*General Construction*
AR Energy Services	TX-GC-GC-021920-ARE	*General Construction*
Centennial Contractors Enterprises	TX-GC-GC-021920-CCE	*General Construction*
Core Construction	TX-GC-GC-021920-CCI	*General Construction*
Dunhill Development and Construction	TX-GC-GC-021920-DUN	*General Construction*
F.H. Paschen	TX-GC-GC-021920-FHP	*General Construction*
Huper Optik USA	TX-GC-GC-021920-HOP	*General Construction*
Lee Construction and Maintenance	TX-GC-EC-021920-LCM	*Electrical*

Lee Construction and Maintenance	TX-GC-F-021920-LCM	*Flooring*
Lee Construction and Maintenance	TX-GC-GC-021920-LCM	*General Construction*
Lee Construction and Maintenance	TX-GC-P-021920-LCM	*Painting*
RoofConnect Logistics	TX-GC-RC-021920-RCL	*Roofing*
RoofConnect Logistics	TX-GC-W-021920-RCL	*Waterproofing*
Trumble Construction	TX-GC-RC-021920-TCI	*Roofing*
TSG Industries	TX-GC-GC-021920-TSG	*General Construction*
ezIQC ANNUAL RENEWALS		
Johnson-Laux Construction, LLC	OHGCAGCOMC-020618-JLC	
The K Company, Inc.	OHGCAHVOMA-020618-TKC	
Custom Controls Group	OHGCAHVOMB-020618-CCG	
Centennial Contractors Enterprises, Inc.	OHGCAGCOMD-020618-CCE	
West Roofing Systems, Inc.	OHGCAROMA-020618-WRS	
Custom Controls Group	OHGCAROMB-020618-CCG	
Barbicas Construction Company, Inc.	OHGCAAPOMA-020618-BCC	
Ohio Paving and Construction Company, Inc.	OHGCACOMA-020618-OPC	
Henderson Contracting Co. LLC	OHGCAGCMBB-020618-HCC	
Price Builders and Developers	OHGCAGCMBA-020618-PBD	
Empire Paving, LLC	OHGCAAPOMB-020618-EMP	
Foti Contracting LLC	OHGCAGCOMB-020618-FCL	
Regency Construction Services Inc	OHGCAGCOME-020618-REG	
Irizar Electric LLC	OHGCAEOMA-020618-IEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCAGCOMA-020618-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCOAGCOMA-022718-FHP	
Armcorp Construction, Inc.	OHGCOAGCOMB-022718-ACI	
Foti Contracting LLC	OHGCOAGCOMC-022718-FCL	
Custom Controls Group	OHGCOAGCOMD-022718-CCG	
Johnson-Laux Construction, LLC	OHGCOAGCOME-022718-JLC	
Armcorp Construction, Inc.	OHGCOAEOMA-022718-ACI	
Whalen Electric LLC	OHGCOAEOMB-022718-WHE	
Armcorp Construction, Inc.	OHGCOACOMA-022718-ACI	
The K Company, Inc.	OHGCOAHVOMA-022718-KCO	
Custom Controls Group	OHGCOAHVOMB-022718-CCG	
Custom Controls Group	OHGCOAROMA-022718-CCG	
K & W Roofing, Inc.	OHGCOAROMB-022718-KWR	
Price Builders and Developers	OHGCOAGCMBB-022718-PBD	
McDaniel's Construction Corp., Inc.	OHGCOAGCMBA-022718-MCC	
ezIQC EXTENSIONS		
Centennial Contractors Enterprises, Inc.	VA01VGC-021417-CCE	
The Matthews Group	VA01NGC-021417-TMG	
FHP Tectonics Corp.	VA02NGC-021417-FTC	
Centennial Contractors Enterprises, Inc.	VA04NGC-021417-CCE	
Comfort Systems USA	VA01NM-021417-CFS	
Centennial Contractors Enterprises, Inc.	VA01HGC-021417-CCE	
Comfort Systems USA	VA01HM-021417-CFS	
Harrisonburg Construction Co., Inc.	VA02HGC-021417-HAR	

Bidding

Type 1 **Bid Notice Only**

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	121919
Solicitation Name	Furniture Solutions with Related Accessories and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	10/31/2019	Closing Date & Time	12/19/2019 16:30:00 CT

Basic Settings

Publish Option		**Value Range for this Solicitation**	**10,000,001 over**

Selected Categories

Office Supplies

Furniture/ Other Specialty Wares	Furniture- Desks, Chairs, Tables, Sofas, Beds, System Furniture, Hair Salon Chairs, Etc. Cubicles/room dividers, Filing cabinets, offsite media storage, Upholstery, Furniture Repair etc

Solicitation Overview

Sourcewell

Furniture Solutions with Related Accessories and Services

121919

Closing Date: 12/19/2019 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address
carol.jackson@sourcewell-mn.gov

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[User Manuals / Support] (/contactUs)

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FURNITURE SOLUTIONS WITH RELATED ACCESSORIES AND SERVICES
Sourcewell; Bid Location Staples, MN, Todd County; Due 12/19/2019 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

11/1/2019

SOURCEWELL
FURNITURE SOLUTIONS WITH RELATED ACCESSORIES AND SERVICES
Proposals Due 4:30 pm, December 19, 2019
REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Nov. 1, 2019. 11810348

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **1st** DAY OF **November, 2019**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11810348
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD)	$200,000,000.00 (Not shown to suppliers)
Reference Number	0000163343
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	121919
Title	Furniture Solutions with Related Accessories and Services
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2020/03/02 01:00:00 AM EST - 2024/03/01 01:00:00 AM EST
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2019/10/31 09:44:48 AM EDT
Question Acceptance Deadline	2019/12/12 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2019/12/19 05:30:00 PM EST
Prebid Conference	2019/11/21 11:00:00 AM EST

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2019/11/21 11:00:00 AM EST
Location	WebEx Conference
Event Note	Login instructions will be emailed two days prior.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain RFP documents [docx]	140 Kb	2019/10/31 09:43:49 AM EDT	English

Categories

Selected Categories

GSIN Categories (104)	
G	**Goods** Goods
N71	**Furniture** Furniture
N7195D	**FURNITURE, AUDITORIUM SEATING** FURNITURE, AUDITORIUM SEATING
N7195E	**FURNITURE, LIBRARY** FURNITURE, LIBRARY
N7195EA	**FURNITURE, LIBRARY, COMMERCIAL** FURNITURE, LIBRARY, COMMERCIAL
N7195EB	**FURNITURE, LIBRARY CUSTOM** FURNITURE, LIBRARY CUSTOM
N7195AA	**BULLETIN BOARD, WOOD, SPEC. DDP/SSB 29** BULLETIN BOARD, WOOD, SPEC. DDP/SSB 29
N7195AB	**BULLETIN BOARD, EXCEPT SPECS** BULLETIN BOARD, EXCEPT SPECS
N7195BA	**COSTUMER, WEARING APPAREL, STEEL, EXCEPT SPEC** COSTUMER, WEARING APPAREL, STEEL, EXCEPT SPEC
N7195FF	**WALL PANEL, ACCOUSTICAL, REMOVABLE** WALL PANEL, ACCOUSTICAL, REMOVABLE
N7195G	**PLANT, DECORATIVE, TROPICAL** PLANT, DECORATIVE, TROPICAL
N7195GA	**PLANT, DECORATIVE, TROPICAL, ARTIFICIAL** PLANT, DECORATIVE, TROPICAL, ARTIFICIAL
N7195J	**RACK, WEARING APPAREL** RACK, WEARING APPAREL
N7195FB	**PARTITION, FREE-STANDING, ACOUSTICAL SCREEN ACCESSORIES** PARTITION, FREE-STANDING, ACOUSTICAL SCREEN ACCESSORIES
N7195FC	**PARTITION, FREE-STANDING, ROOM DIVIDER, METAL** PARTITION, FREE-STANDING, ROOM DIVIDER, METAL
N7195FE	**INTERCONNECTING PANELS AND SUPPORTING COMPONENTS (EXCEPT SPEC).** INTERCONNECTING PANELS AND SUPPORTING COMPONENTS (EXCEPT SPEC).
N7195FEB	**PARTITION, SCREEN SYSTEMS, ELECTRIFIED PANELS, CSA APPROVED** PARTITION, SCREEN SYSTEMS, ELECTRIFIED PANELS, CSA APPROVED
N7125M	**CABINETS AND LOCKERS (SECURITY ONLY)** CABINETS AND LOCKERS (SECURITY ONLY)
N7125MA	**CABINETS, SECURITY, FLAMMABLE AND COMBUSTIBLE LIQUIDS** CABINETS, SECURITY, FLAMMABLE AND COMBUSTIBLE LIQUIDS
N7125N	**BINS, WOOD** BINS, WOOD
N7125L	**LOCKER, TOOL, STEEL** LOCKER, TOOL, STEEL
N7105P	**BENCH, DINING FOLDING LEGS (EXCEPT SHIPBOARD TYPE)** BENCH, DINING FOLDING LEGS (EXCEPT SHIPBOARD TYPE)
N7105	**HOUSEHOLD FURNITURE** Household Furniture Includes Bedsprings, Open style (All-metallic); Folding Chairs; Camp Furniture; Mirrors, Wall Mounting and Furniture Types; Smoking Stands.
N7110	**OFFICE FURNITURE** Office Furniture Includes Filing Cabinets; Safes; Post Office Furniture; School Furniture; blackboards.

GSIN Categories (104)	
N7195	**MISCELLANEOUS FURNITURE AND FIXTURES** Miscellaneous Furniture and Fixtures Includes Stone, Clay, and Concrete Furniture; Auditorium and Theater Furniture; Library Furniture; Cashier Stands.
N7195LC	**TABLE, WORK, GENERAL PURPOSE, STEEL** TABLE, WORK, GENERAL PURPOSE, STEEL
N7195LE	**TABLE, DESKTOP, FOR MICROCOMPUTERS, PRINTERS, TERMINALS, ETC.** TABLE, DESKTOP, FOR MICROCOMPUTERS, PRINTERS, TERMINALS, ETC.
N7195N	**SHOWCASE** SHOWCASE
N7195NJ	**VISUAL DISPLAY BOARD** VISUAL DISPLAY BOARD
N7195JC	**RACK, WEARING APPAREL, SECURITY TYPE** RACK, WEARING APPAREL, SECURITY TYPE
N7195K	**RACK, OVERSHOES** RACK, OVERSHOES
N7195L	**TABLE, WORK** TABLE, WORK
N7195U	**PLANTERS** PLANTERS
N7195V	**FURNITURE, RESTAURANT** FURNITURE, RESTAURANT
N7195Q	**CUSTOM METALWORK, MISCELLANEOUS FURNITURE AND FIXTURES** CUSTOM METALWORK, MISCELLANEOUS FURNITURE AND FIXTURES
N7195S	**FURNITURE, LOBBY, CONCRETE BASE** FURNITURE, LOBBY, CONCRETE BASE
N7195SD	**SEATS, AIRPORT, TANDEM** SEATS, AIRPORT, TANDEM
N7195TA	**QUEUING SYSTEMS** QUEUING SYSTEMS
N7110LFA	**FREE-STANDING FURNITURE WITH METAL LEGS - COMMERCIAL (EXCEPT SPEC)** FREE-STANDING FURNITURE WITH METAL LEGS - COMMERCIAL (EXCEPT SPEC)
N7110LE	**FURNITURE, COMMERCIAL, OFFICE, WOOD COMPONENTS ONLY (EXCEPT MODULAR)** FURNITURE, COMMERCIAL, OFFICE, WOOD COMPONENTS ONLY (EXCEPT MODULAR)
N7110WA	**FILING CABINETS SEAC APPROVED** FILING CABINETS SEAC APPROVED
N7110VEA	**TABLE, OFFICE TYPE, CONFERENCE, WOOD VENEER TOP (RECTANGULAR,CIRCULAR, BOATSHAPE)** TABLE, OFFICE TYPE, CONFERENCE, WOOD VENEER TOP (RECTANGULAR,CIRCULAR, BOATSHAPE)
N7110WAC	**CABINETS, SECURITY, SAFE, FILE** CABINETS, SECURITY, SAFE, FILE
N7110VCA	**TABLE, OCCASIONAL NESTING, WOOD (OFFICE)** TABLE, OCCASIONAL NESTING, WOOD (OFFICE)
N7110VE	**TABLE, OFFICE TYPE, CONFERENCE** TABLE, OFFICE TYPE, CONFERENCE
N7110CDH	**CHAIR, STRAIGHT METAL, WITHOUT ARMS, STACKING TYPE** CHAIR, STRAIGHT METAL, WITHOUT ARMS, STACKING TYPE
N7110CF	**CHAIR, STACKING, ARMLESS, MOULDED PLASTIC AND FIBREGLASS, DSS QPL** CHAIR, STACKING, ARMLESS, MOULDED PLASTIC AND FIBREGLASS, DSS QPL
N7110LB	**FURNITURE, COMMERCIAL, OFFICE, WOOD (EXCEPT MODULAR)** FURNITURE, COMMERCIAL, OFFICE, WOOD (EXCEPT MODULAR)
N7110JE	**FURNITURE, MODULAR II, OFFICE, GOVERNMENT DESIGN** FURNITURE, MODULAR II, OFFICE, GOVERNMENT DESIGN
N7110LCC	**FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, METAL CHROME BASE** FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, METAL CHROME BASE

GSIN Categories (104)		
N7110LCA	**FURNITURE, COMMERCIAL, OFFICE, FULLY UPHOLSTERED** FURNITURE, COMMERCIAL, OFFICE, FULLY UPHOLSTERED	
N7110J	**FURNITURE, MODULAR (OFFICE)** FURNITURE, MODULAR (OFFICE)	
N7110JC	**SHELF ASSEMBLY, MODULAR 1, DESK** SHELF ASSEMBLY, MODULAR 1, DESK	
N7110JA	**FURNITURE, MODULAR 1, EXECUTIVE** FURNITURE, MODULAR 1, EXECUTIVE	
N7195BB	**COSTUMER, WEARING APPAREL, WOOD** COSTUMER, WEARING APPAREL, WOOD	
N7195B	**COSTUMER, WEARING APPAREL** COSTUMER, WEARING APPAREL	
N7195DR	**FURNITURE, CORRUGATED CARDBOARD - KNOCKDOWN** FURNITURE, CORRUGATED CARDBOARD - KNOCKDOWN	
N7195C	**CABINETS, LIBRARY CARD, INDEX, WOOD** CABINETS, LIBRARY CARD, INDEX, WOOD	
N7125MB	**CABINETS, SECURITY, BULK STORAGE, SPEC SSC/SES 110,DSS QPL** CABINETS, SECURITY, BULK STORAGE, SPEC SSC/SES 110,DSS QPL	
N7195GB	**PLANT, DECORATIVE, TROPICAL, LIVE** PLANT, DECORATIVE, TROPICAL, LIVE	
N7195FEC	**INTERCONNECTING PANELS AND SUPPORTED COMPONENTS, CAN/CGSB-44.220 SEE CGSB - QPL** INTERCONNECTING PANELS AND SUPPORTED COMPONENTS, CAN/CGSB-44.220 SEE CGSB - QPL	
N7195LA	**TABLE, WORK, BENCH TYPE, METAL** TABLE, WORK, BENCH TYPE, METAL	
N7195JA	**RACK, WEARING APPAREL, EXCEPT SPEC AND SECURITY TYPE** RACK, WEARING APPAREL, EXCEPT SPEC AND SECURITY TYPE	
N7195FA	**PARTITION, FREE-STANDING, ACOUSTICAL SCREEN (APPROVED, COMMISSIONER)** PARTITION, FREE-STANDING, ACOUSTICAL SCREEN (APPROVED, COMMISSIONER)	**DOMINION FIRE** DOMINION FIRE
N7195F	**PARTITION, FREE-STANDING** PARTITION, FREE-STANDING	
N7195FEA	**PARTITION, SCREEN SYSTEMS (NON ELECTRIFIED SYSTEM)** PARTITION, SCREEN SYSTEMS (NON ELECTRIFIED SYSTEM)	
N7195FD	**PARTITION, FREE-STANDING, ROOM DIVIDER, WOOD** PARTITION, FREE-STANDING, ROOM DIVIDER, WOOD	
N7195LB	**TABLE, WORK, BENCH TYPE, WOOD** TABLE, WORK, BENCH TYPE, WOOD	
N7125B	**CABINETS, STORAGE** CABINETS, STORAGE	
N7125BD	**CABINETS, STORAGE, SMALL METAL PARTS** CABINETS, STORAGE, SMALL METAL PARTS	
N7125BB	**CABINETS, STORAGE, GENERAL PURPOSE** CABINETS, STORAGE, GENERAL PURPOSE	
N7125	**CABINETS, LOCKERS, BINS AND SHELVING** Cabinets, Lockers, Bins, and Shelving Includes Kitchen Cabinets; Sectional Shelving.	
N7105CD	**CHAIRS,STACKING,DND.** CHAIRS,STACKING,DND.	
N7195M	**FOOTREST, ADJUSTABLE** FOOTREST, ADJUSTABLE	
N7195LD	**TABLE, WORK, GENERAL PURPOSE, WOOD** TABLE, WORK, GENERAL PURPOSE, WOOD	

GSIN Categories (104)	
N7195R	**DISPLAYER, SWINGING WING** DISPLAYER, SWINGING WING
N7195P	**CUSTOM WOODWORK, MISCELLANEOUS FURNITURE AND FIXTURES** CUSTOM WOODWORK, MISCELLANEOUS FURNITURE AND FIXTURES
N7100	**FURNITURE** Furniture
N7110CDC	**CHAIR, STRAIGHT, STACKING TYPE** CHAIR, STRAIGHT, STACKING TYPE
N7110CE	**CHAIR, STUDENT, WITH TABLE ARM** CHAIR, STUDENT, WITH TABLE ARM
N7105N	**FURNITURE, CHURCH (PEWS AND PULPITS)** FURNITURE, CHURCH (PEWS AND PULPITS)
N7110CA	**CHAIR, CAFETERIA** CHAIR, CAFETERIA
N7110C	**CHAIR (OFFICE)** CHAIR (OFFICE)
N7110LF	**FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT INSTALLATIONS** FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT INSTALLATIONS
N7110LFB	**FREE-STANDING FURNITURE WITH WOOD PANEL LEGS - COMMERCIAL (EXCEPT SPEC.)** FREE-STANDING FURNITURE WITH WOOD PANEL LEGS - COMMERCIAL (EXCEPT SPEC.)
N7110LFC	**FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT, PANEL HUNG** FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT, PANEL HUNG
N7110LA	**FURNITURE, COMMERCIAL, OFFICE, METAL (EXCEPT MODULAR)** FURNITURE, COMMERCIAL, OFFICE, METAL (EXCEPT MODULAR)
N7110LC	**FURNITURE, LOUNGE SEATING** FURNITURE, LOUNGE SEATING
N7110LCB	**FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, EXPOSED WOOD FRAME** FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, EXPOSED WOOD FRAME
N7110LD	**FURNITURE, COMMERCIAL, OFFICE SPECIAL (EXCEPT MODULAR)** FURNITURE, COMMERCIAL, OFFICE SPECIAL (EXCEPT MODULAR)
N7110M	**FURNITURE, SCHOOL** FURNITURE, SCHOOL
N7110E	**DESK** DESK
N7110JB	**FURNITURE, MODULAR 1, GENERAL OFFICE** FURNITURE, MODULAR 1, GENERAL OFFICE
N7110JD	**FURNITURE, MODULAR 1, TABLE, OCCASIONAL** FURNITURE, MODULAR 1, TABLE, OCCASIONAL
N7110JF	**Lan management modular shelving system** Lan management modular shelving system
N7110L	**FURNITURE, COMMERCIAL, OFFICE (EXCEPT MODULAR)** FURNITURE, COMMERCIAL, OFFICE (EXCEPT MODULAR)
N7110GFB	**FILING CABINETS, VERTICAL, COMMERCIAL** FILING CABINETS, VERTICAL, COMMERCIAL
N7125A	**BINS, STORAGE (DND SPECIFICATIONS)** BINS, STORAGE (DND SPECIFICATIONS)
N7125BC	**CABINETS, STORAGE, TAPES, CASSETTES AND FILMSTRIPS** CABINETS, STORAGE, TAPES, CASSETTES AND FILMSTRIPS
N7195DA	**FURNITURE, NON-RESIDENTIAL, OUTDOOR** FURNITURE, NON-RESIDENTIAL, OUTDOOR
N71	**Furniture** Furniture
N7110V	**TABLE (OFFICE)** TABLE (OFFICE)

GSIN Categories (104)	
N7110VB	**TABLE, OFFICE, WOOD (OFFICE)** TABLE, OFFICE, WOOD (OFFICE)
N7110VC	**TABLE, OCCASIONAL (OFFICE)** TABLE, OCCASIONAL (OFFICE)
N7110W	**OFFICE FURNITURE, SECURITY TYPE** OFFICE FURNITURE, SECURITY TYPE
N7110WAH	**FILING CABINET INSULATED (FIRE)** FILING CABINET INSULATED (FIRE)
MERX Category (1)	
G	**Goods** Goods
G17	**Furniture** Furniture
UNSPSC Categories (5)	
56000000	**Furniture and Furnishings**
56110000	**Commercial and industrial furniture**
56111500	**Workstations and office packages**
56112200	**Desking systems**
56100000	**Accommodation furniture**
56101500	**Furniture**
56101700	**Office furniture**
56101900	**General furniture parts and accessories**

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

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Wednesday, 10/30/2019

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Furniture Solutions with Related Accessories and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 121919
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 10/31/2019
Due Date/Time: 12/19/2019 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Office & Residential Furniture, Supplies & Equipment - ***Commodities***
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proporta l.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

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Sourcewell Formerly NJPA

Bid RFP #121919 - Furniture Solutions with Related Accessories and Services

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**121919**
Title	**Furniture Solutions with Related Accessories and Services**
Start Date	**Oct 31, 2019 8:52:01 AM CDT**
End Date	**Dec 19, 2019 4:30:00 PM CST**
Agency	**Sourcewell**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

Proposals must be submitted through the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov].

Pre-Bid Conference

Date	**Nov 21, 2019 10:00:00 AM CST**
Location	**WebEx Conference**
Notes	**Pre-Proposal login information will be emailed two days prior.**

Documents

No Documents for this bid

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WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219 STAPLES MN 56479	9001496962 DATE 10/31/2019

ACCOUNT NAME
SOURCEWELL,

TELEPHONE	ORDER # / INVOICE NUMBER
2188945483	0001271695 /

PUBLICATION SCHEDULE
START 10/31/2019 END 10/31/2019

RECEIVED NOV 0 8 2019

CUSTOMER REFERENCE NUMBER
Sourcewell RFP for Advertisement (Furniture)

CAPTION
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agenc

SIZE
34 LINES 1 COLUMN(S)

TIMES	TOTAL COST
3	78.78

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.
1271695 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Re** FOR **SOURCEWELL,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 10/31/2019 End 10/31/2019

DATE 10/31/2019 SIGNATURE Loraine Gudmundson

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 31ST DAY OF OCTOBER IN THE YEAR 2019

BY LORAINE GUDMUNDSON.

JAE LEVI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

Jae Levi
NOTARY PUBLIC SIGNATURE

Sourcewell

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OPEN

Furniture Solutions with Related Accessories and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

> Pre-Proposal Conference:
> **November 21, 2019 at 10:00 am CST**
>
> Proposals Due:
> **December 19, 2019 at 4:30 pm CST**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Furniture Solutions with Related Accessories and Services** to result in a contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

usat-usatnonbus-100074451-sourcewell-(formerly-display-public-notice-1521 10/28/19 10:07 AM

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Columbia, South Carolina publisher of

The State
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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004439408	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.
4439408

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State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

October 31, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 6th day of November in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

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Sourcewell
Formerly NJPA

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 121919
Entitled

Furniture Solutions with Related Accessories and Services

The following advertisement was placed October 31, 2019 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and November 1, 2019 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2018	Krueger International, Inc.
A&M INDUSTRIAL, INC.	Lakeshore Learning Materials
A2S America	Lesro Industries, Inc.
Academia Furniture Industries	Living Group, LLC
Affordable Interior Systems, Inc.	MeTEOR Education, LLC
Agati, Inc.	Michigan Tube Swagers and Fabricators, Inc.
Allied Plastics Co., Inc.	Midwest Stone Source + Design Studio
ALLSEATING CORPORATION	MiEN Company, Inc.
Alternative Business Furniture, Inc.	Moldow Associates
Alumni Classroom Furniture, Inc.	MONTANA OFFICE MACHINES OF MISSOULA, INC.
American Hotel Register Company	MooreCo, Inc.
AmTab Manufacturing Corporation	MultiCorp Office Services
Asian & Hispanic Trading and Consulting, Inc.	National Office Furniture, Inc.
Blooni Designs & Contracting	Neutral Posture
Cknapp Sales Inc VIVO	New England Woodcraft, Inc.
Commercial Furniture Group, Inc.	Nightingale Corp
Corporate Coffee Systems DBA Office Universe	NorvaNivel USA LP
Correctional	NPS Public Furniture Corp
CORT Business Services Corporation	Office Depot, Inc.
D3, Inc.	OFS Brands, Inc.

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Davies Office, Inc.	Palmer Hamilton, LLC
DIRTT Environmental Solutions, Inc.	Paragon Furniture, Inc.
DVO-USA, INC.	Partners Furniture
Ecologic Industries, LLC	Prophet Corp.
ELB Global	Rapp Productions, Inc.
Elkay Sales, Inc.	RCHermann Consulting
Everest Expedition, LLC, dba The Worden Company	Regina Construction Association
Exemplis, LLC	Russell Carroll Manufacturing, Inc.
Fellowes, Inc.	Safco Products Co.
Fleetwood	Sauder Manufacturing Co.
Fomcore, LLC	School Outfitters, LLC
Furniture Concepts	School Specialty, Inc.
Global Equipment Company, Inc.	Senator International, Inc.
Global Industries, Inc.	Spacesaver Corporation
Global Total Office	Staples Contract & Commercial, LLC
Hann Manufacturing, Inc.	Steelcase, Inc.
Haskell Office, LLC	Teknion, LLC
Hertz Furniture Systems, LLC	Tennsco, LLC
Highmark Capital	The Syracuse Business Center
Humanscale Corporation	Transformations by Wieland, Inc.
Indiana Furniture Industries, Inc.	Trendway Corporation
InnSpace	Tresco Consoles
Inscape, Inc.	United Hospital Supply Corp.
Ironwood Manufacturing, Inc.	VARI Sales Corporation
JMJS, Inc.	Vestre USA, Inc.
John Savoy & Son, Inc.	Warehouse One
KEWAUNEE SCIENTIFIC CORP	Wenger Corporation
Keystone Ridge Designs, Inc.	Westmount Store Fixtures (1999), Ltd.
K-Log, Inc.	Wiley Office Equipment
Koch Brothers, Inc.	Workstation Consultants, LLC

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 19, 2019, at 5:08 pm CT. Proposals were received from the following:

A2S America
Academia Furniture Industries
Agati, Inc.
ALLSEATING CORPORATION
Alumni Classroom Furniture, Inc.
Commercial Furniture Group, Inc.
CORT Business Services Corporation

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DIRTT Environmental Solutions, Inc.
DVO-USA, INC.
Ecologic Industries, LLC
Elkay Sales, Inc.
Everest Expedition, LLC, dba The Worden Company
Exemplis, LLC
Fellowes, Inc.
Fleetwood
Fomcore, LLC
Global Equipment Company, Inc.
Hann Manufacturing, Inc.
Hertz Furniture Systems, LLC
Humanscale Corporation
Inscape, Inc.
Ironwood Manufacturing, Inc.
John Savoy & Son, Inc.
KEWAUNEE SCIENTIFIC CORP
Keystone Ridge Designs, Inc.
Krueger International, Inc.
Lakeshore Learning Materials
Lesro Industries, Inc.
Michigan Tube Swagers and Fabricators, Inc.
MiEN Company, Inc.
National Office Furniture, Inc.
OFS Brands, Inc.
Palmer Hamilton, LLC
Paragon Furniture, Inc.
Prophet Corp.
Russell Carroll Manufacturing, Inc.
Sauder Manufacturing Co.
School Specialty, Inc.
Senator International, Inc.
Staples Contract & Commercial, LLC
Steelcase, Inc.
Teknion, LLC
VARI Sales Corporation
Vestre USA, Inc.
Wenger Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Craig West, Procurement Analyst

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The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that thirty-nine (39) proposal responses met Level-One and Level-Two Responsiveness and were evaluated. Six responses were rejected by Sourcewell and excluded from the evaluation process due to organizational conflicts of interests that violate Sourcewell's procurement policy and applicable law.

CORT Business Services Corporation offers expansive furniture rental solutions in both the workplace and residential space along with project management to oversee space requirements, design, installation, rental item pickup, as well as other services. This product and service offering is supported by more than 100 showrooms, clearance centers and distribution facilities across the United States. A solid discount off catalog pricing is extended to all products and services offered under this contract.

Steelcase Inc. has an extensive line of products and services, and over 100 years of experience in the industry. Their network of over 400 North American dealers and 6 manufacturing plants enable them to take care of members. Steelcase offers a strong warranty with pricing that reflects a substantial discount to Sourcewell members.

Humanscale Corporation is a leader in ergonomic furniture solutions. They have over 300 North American dealers to service Sourcewell members. A company that designs, develops and manufactures all of their products-they control the quality and ensure their products meet member expectations. Humanscale provides a strong warranty and significant product discounts.

Staples Contract & Commercial, Inc. a national distributor and reseller of over 70 furniture manufacturers, offering a deep and comprehensive product listing to service Sourcewell member needs. They are offering Sourcewell members a one-stop shop with a broad product line and substantial discounts off the MSRP.

Krueger International is noted for its longevity in the furniture market, having started with their flagship product in 1941. Their core product offerings are tailored to the education, workplace, healthcare and government markets. With a solid discount and warranty, KI is ready to serve Sourcewell members.

OFS Brands began 80 years ago and is a 4th generation, family-owned company. OFS Brands' portfolio includes desks, seating, tables, modular walls, cabinets, lounge seating, office storage as well as lighting and other accessories. OFS has a dealer network of over 1800 dealers equipped to meet Sourcewell member needs. OFS prices reflect a strong discount off standard pricing.

Palmer Hamilton is a manufacturer with design capabilities that has been in business for 73 years. They offer an extensive and diverse product selection of cafeteria tables and functional furniture for education, corporate, healthcare, libraries and hospitality markets. Palmer Hamilton has over 300 dealers in the United States and Canada that are willing to deliver turn-key service to Sourcewell Members. Palmer Hamilton offers a significant discount to Sourcewell Members.

Teknion LLC is an international designer and manufacturer of office systems and related products, including storage and filing, seating, casegoods, tables and ergonomic furniture. They have been in business for 36 years

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and have over 400 dealers that can provide turn-key service to Sourcewell members. Teknion offers a solid pricing discount.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #121919 to:

CORT	121919-COR
Humanscale	121919-HMN
Krueger International, Inc.	121919-KII
OFS Brands, Inc.	121919-OFS
Palmer Hamilton	121919-PHL
Staples Contract & Commercial, LLC	121919-SCC
Steelcase	121919-STI
Teknion, LLC	121919-TKN

The preceding recommendations were approved on February 07, 2020.

DocuSigned by:
Greg Grunig
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Greg Grunig, Sourcing Analyst

DocuSigned by:
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Michael Mu, Procurement Analyst

DocuSigned by:
Stephanie Haataja
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Stephanie H, Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #121919** for **Furniture Solutions with Related Accessories and Services**.

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The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz
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Chief Procurement Officer

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Sourcewell
Formerly NJPA

Proposal Opening Record

Date of opening: December 19, 2019

Sourcewell posted Request for Proposal #121919, for the procurement of Furniture Solutions with Related Accessories and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, October 31, 2019, and the solicitation remained in an open status within the portal until December 19, 2019, at 4:30 PM CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on December 19, 2019, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #121919 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

A2S America – received 12/19/19 at 9:42:59 AM
Academia Furniture Industries – received 12/18/19 at 2:07:35 PM
Agati, Inc. – received 12/13/19 at 10:08:03 AM
ALLSEATING CORPORATION – received 12/18/19 at 8:03:11 AM
Alumni Classroom Furniture, Inc. – received 12/19/19 at 11:05:48 AM
Commercial Furniture Group, Inc. – received 12/18/19 at 11:12:20 AM
CORT Business Services Corporation – received 12/18/19 at 11:34:09 AM
DIRTT Environmental Solutions, Inc. – received 12/18/19 at 4:36:42 PM
DVO-USA, INC. – received 12/19/19 at 11:05:24 AM
Ecologic Industries, LLC – received 12/19/19 at 2:10:14 PM
Elkay Sales, Inc. – received 12/18/19 at 6:22:19 PM
Everest Expedition, LLC, dba The Worden Company – received 12/16/19 at 1:15:16 PM
Exemplis, LLC – received 12/18/19 at 4:50:51 PM
Fellowes, Inc. – received 12/19/19 at 1:46:07 PM
Fleetwood – received 12/16/19 at 2:12:46 PM
Fomcore, LLC – received 12/19/19 at 8:55:37 AM
Global Equipment Company, Inc. – received 12/19/19 at 12:47:30 PM
Hann Manufacturing, Inc. – received 12/19/19 at 3:48:46 PM
Hertz Furniture Systems, LLC - received 12/18/19 at 3:45:35 PM
Humanscale Corporation – received 12/19/19 at 2:27:16 PM
Inscape, Inc. – received 12/18/19 at 1:45:02 PM
Ironwood Manufacturing, Inc. – received 12/19/19 at 2:22:58 PM
John Savoy & Son, Inc. – received 12/13/19 at 11:16:45 AM
KEWAUNEE SCIENTIFIC CORP – received 12/19/19 at 4:19:52 PM
Keystone Ridge Designs, Inc. – received 12/18/19 at 12:56:12 PM
Krueger International, Inc. – received 12/18/19 at 2:55:34 PM

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Lakeshore Learning Materials – received 12/17/19 at 4:53:42 PM
Lesro Industries, Inc. – received 12/18/19 at 10:58:03 AM
Michigan Tube Swagers and Fabricators, Inc. - received 12/19/19 at 3:25:30 PM
MiEN Company, Inc. – received 12/19/19 at 10:17:34 AM
National Office Furniture, Inc. – received 12/18/19 at 1:32:29 PM
OFS Brands, Inc. – received 12/19/19 at 12:35:13 PM
Palmer Hamilton, LLC - received 12/18/19 at 3:18:31 PM
Paragon Furniture, Inc. – received 12/19/19 at 3:46:53 PM
Prophet Corp. – received 12/19/19 at 4:05:38 PM
Russell Carroll Manufacturing, Inc. – received 12/19/19 at 7:36:42 AM
Sauder Manufacturing Co. – received 12/17/19 at 8:21:07 AM
School Specialty, Inc. – received 12/18/19 at 12:29:16 PM
Senator International, Inc. – received 12/19/19 at 1:20:20 PM
Staples Contract & Commercial, LLC – received 12/19/19 at 3:03:38 PM
Steelcase, Inc. – received 12/19/19 at 3:01:54 PM
Teknion, LLC – received 12/19/19 at 11:05:04 AM
VARI Sales Corporation - received 12/18/19 at 3:10:51 PM
Vestre USA, Inc. – received 12/19/19 at 10:12:04 AM
Wenger Corporation – received 12/17/19 at 12:29:59 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 19, 2019, at 4:31 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

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Greg Grunig
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Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

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Proposal Evaluation

RFP# 121919 - Furniture Solutions with Related Accessories and Services

	Possible Points	A2S America	Academia Furniture Industries	Agati, Inc	ALLSEATING CORP	Alumni Classroom Furniture Inc.	Commercial Furniture Group Inc	CORT Business Services Corporation	DIRTT Environmental Solutions, Inc	DVO-USA INC.	Ecologic Industries LLC	Elkay Sales, Inc.	Everest Ex dba The Worden Company	Exemplis LLC
Conformance to RFP Requirements	50	33	35	35	42	37	34	45	34	37	36	39	42	43
Pricing	400	344	301	348	281	318	288	343	314	279	306	266	320	313
Financial Viability and Marketplace Success	75	46	48	56	64	51	48	67	59	46	53	54	54	64
Ability to Sell and Deliver Service	100	59	65	59	73	68	68	86	75	64	70	62	74	88
Marketing Plan	50	33	31	33	38	34	38	46	42	39	35	41	38	43
Value Added Attributes	75	47	46	62	67	50	45	63	62	57	54	57	66	66
Warranty	50	31	39	42	42	42	36	43	42	39	42	43	40	42
Depth and Breadth of Offered Equipment, Products, or Services	200	158	148	162	141	151	159	160	145	135	153	151	156	164
Total Points	1,000	751	713	797	748	751	716	853	773	696	749	713	790	823
Rank Order		26.5	35.5	19	30.5	26.5	33	5	21	38	28.5	35.5	20	10

	Possible Points	Fellowes, Inc.	Fleetwood	Global Equipment Company Inc.	Hertz Furniture Systems, LLC	Humanscale Corporation	Inscape Inc.	John Savoy & Son, Inc.	Kewaunee Scientific Corp	Keystone Ridge Designs, Inc.	Krueger International, Inc.	Lakeshore Learning Materials	Lesro Industries, Inc.	Michigan Tube Swagers and Fabricators, INC
Conformance to RFP Requirements	50	40	40	42	42	44	43	39	34	41	44	41	36	38
Pricing	400	308	311	280	306	323	314	290	270	306	326	323	301	314
Financial Viability and Marketplace Success	75	66	49	59	59	66	63	61	54	53	67	62	49	50
Ability to Sell and Deliver Service	100	88	72	84	82	90	80	72	65	66	90	88	71	68
Marketing Plan	50	45	39	42	45	44	43	38	30	37	45	42	35	34
Value Added Attributes	75	66	61	55	63	69	65	59	47	56	68	67	56	60
Warranty	50	42	43	35	40	44	42	42	35	41	42	44	43	38
Depth and Breadth of Offered Equipment, Products, or Services	200	171	156	171	173	161	170	166	136	148	178	150	158	161
Total Points	1,000	826	771	768	810	841	820	767	671	748	860	817	749	763
Rank Order		9	22	23	16	7	11	24	39	30.5	3	12	28.5	25

	Possible Points	National Office Furniture, Inc.	OFS Brands Inc.	Palmer Hamilton	Prophet Corporation	Sauder Manufacturing Co.	School Specialty, Inc.	Senator International Inc	Staples Contract & Commercial LLC	Steelcase Inc.	Teknion LLC	VARI Sales Corporation	Vestre USA Inc	Wenger Corporation
Conformance to RFP Requirements	50	38	44	44	41	37	38	42	43	44	44	42	38	33
Pricing	400	313	316	346	335	308	306	314	332	331	329	331	273	321
Financial Viability and Marketplace Success	75	58	65	64	59	56	60	60	60	69	63	59	52	45
Ability to Sell and Deliver Service	100	87	91	87	83	62	85	81	85	92	83	84	58	58
Marketing Plan	50	42	45	46	40	26	42	42	47	46	42	40	34	33
Value Added Attributes	75	64	67	63	63	55	63	58	70	69	65	63	59	52
Warranty	50	40	44	41	45	40	41	41	41	44	43	41	39	40
Depth and Breadth of Offered Equipment, Products, or Services	200	174	175	167	149	154	179	162	186	184	171	149	149	132
Total Points	1,000	816	847	858	815	738	814	800	864	879	840	809	702	714
Rank Order		13	6	4	14	32	15	18	2	1	8	17	37	34

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Greg Grunig
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Greg Grunig, Sourcewell

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Michael Muñoz, CPPB, Sourcewell

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Stephanie Haataja
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Stephanie Haataja, CPIM, Sourcewell

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Craig West
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Craig West, Sourcewell

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Sourcewell

Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Steelcase Inc.**, 901 44th Street SE, Grand Rapids, MI 49508 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members). "Vendor" when used in connection with a purchase order shall refer to the Dealer responsible for activities related to fulfilling the purchase order including, but not limited to, specifying, quoting, ordering, delivering, installing, invoicing, and collection in accordance with the terms of this Agreement. In certain situations or in locations where no Dealer is available Steelcase may act as the Vendor under this Agreement.

"Dealer" means always an authorized Steelcase dealer who will become bound to the terms and conditions of this Agreement through signing a separate document agreeing to the same.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase, excluding applicable sales or use taxes and/or surcharges, which will be captured on the applicable invoice.

Unless otherwise provided herein, when providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

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B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member and accepted by Vendor (whose acceptance shall not be unreasonably withheld), Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment and Products provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment and Products purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract. Any such audit will include transactions which have occurred within two (2) years of the agreed upon audit date.

Steelcase and Dealers shall make available to Sourcewell representatives no more than once per calendar year, during reasonable business hours and upon reasonable notice during the term of the agreement and two (2) years thereafter, any books, records, and invoices directly

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related to the respective performance under this agreement. The parties will make their best efforts to resolve any discrepancies in a fair and equitable manner.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

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16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

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Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by

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Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not certify compliance with the provisions of the Buy American Act and will address the issue with any Member on a case-by-case basis.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
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Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/26/2020 | 1:47 PM CST

Steelcase Inc.

DocuSigned by:
By: Megan Maguire
A9BF1525703B456...

Megan Maguire
Title: Leader, Contract Specialist
Date: 2/27/2020 | 10:13 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 2/27/2020 | 1:18 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name:	Steelcase Inc.
Address:	901 44th Street SE Grand Rapids, MI 49508
Contact:	Kevin Loubert
Email:	kloubert@steelcase.com
Phone:	616-246-9455
Fax:	616-246-4918
HST#:	380819050

Submission Details

Created On:	Monday November 11, 2019 14:01:43
Submitted On:	Thursday December 19, 2019 15:01:54
Submitted By:	Kevin Loubert
Email:	kloubert@steelcase.com
Transaction #:	aa9c07dd-ad11-4214-8ae6-09316e3fe6ac
Submitter's IP Address:	198.105.64.21

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Steelcase Inc.	*
2	Proposer Address:	901 44th Street SE, Grand Rapids, MI 49508	*
3	Proposer website address:	www.steelcase.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kevin Loubert, Industry Leader, Steelcase State & Local Government Solutions, 901 44th Street SE, Grand Rapids, MI 49508, Email: kloubert@steelcase.com, Phone: 616.246.9455	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Loubert, Industry Leader, Steelcase State & Local Government Solutions, 901 44th Street SE, Grand Rapids, MI 49508, Email: kloubert@steelcase.com, Phone: 616.246.9455	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Fredrickson, Director, Steelcase Government Solutions, 901 44th Street SE, Grand Rapids, MI 49508, Email: jfredric@steelcase.com, Phone: 616.292.9904	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	OUR HISTORY Founded in 1912 as the Metal Office Furniture Company, our first patent for a metal wastebasket meant safety for office workers. In crowded cities where fires spread quickly, replacing wicker with steel was a lifesaving innovation. Our past, present and future are all about turning insights into innovations that unlock the promise of people at work and make the world a better place. Steelcase is a global, industry-leading company with approximately 13,000 employees and fiscal year 2019 revenue of approximately $3.4 billion, is headquartered in Grand Rapids, Michigan and became publicly-traded in 1998. We are globally accessible through a network of channels, including over 800 dealer locations. OUR VALUES More than 100 years ago, our founders made a commitment to do business differently. Our seven core values ground us and push us to do more and be better every day. At Steelcase we: • Act with integrity • Tell the truth • Keep commitments • Treat people with dignity and respect • Promote positive relationships • Protect the environment • Excel OUR PORTFOLIO Steelcase leads the way in creating great experiences by offering a range of architecture, furniture and technology products and services designed to help people reach their full potential. Our comprehensive portfolio is anchored by three core brands: Steelcase, Coalesse and Turnstone. Together with our partners, we design spaces to help people work, learn and heal. Our strategy is to grow by leveraging our deep understanding of the patterns of work, workers and workspaces to offer solutions for new ways of working, new customer markets and new geographies. We are recognized as a responsible company that creates social, economic and environmentally sustainable value. And because protecting the environment is in our DNA, we drive sustainable social, economic and environmental change through our decisions and actions. At Steelcase, we don't just do what's right, we do what's best — for people and for the planet. Please see Additional Document T2.7 for more information, including a video about who we are and what we do.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Products Steelcase's family of brands and partner products provide an integrated portfolio of furniture settings, user-centered technologies and interior architectural products for both individual and collaborative work across a range of price points. We have expanded our offerings through investments in product development and our recent acquisitions and marketing partnerships. • Our furniture portfolio includes panel, fence and beam-based furniture systems, storage, fixed and height-adjustable desks, benches and tables and complementary products such as worktools. • Our seating products include task chairs which are highly ergonomic, seating that can be used in collaborative or casual settings and specialty seating for specific vertical markets such as healthcare and education. • Our technology solutions support group collaboration by integrating furniture and technology. • Our interior architectural products include full and partial height walls and architectural pods. The comprehensive Steelcase product portfolio includes: Seating - Office Chairs - Guest Chairs + Stools - Collaborative Chairs - Lounge Seating - Healthcare Chairs - Sofas + Sleepers

Desks + Tables
- Desk Systems
- Desks
- Height-Adjustable Desks
- Benching
- Occasional Tables
- Conference + Classroom Tables

Storage
- Laterals + Pedestals
- Bookcases, Cabinets + Credenzas
- Bins + Shelves
- Carts
- Towers + Lockers
- Waste + Recycling

Integrated Technology
- Collaboration
- Workplace Optimization + Analytics
- Room Scheduling + Navigation
- Apps
- Acoustic Solutions

Architecture + Space Division
- Fences + Beams
- Modular Walls
- Pods
- Panels
- Screens
- Power + Flooring

Related Accessories
- Office Décor + Rugs
- Lighting
- Organizational Tools
- Computer Support
- Power + Cable Management
- Whiteboards + Podiums

Please see Additional Document T2.8 for more information, including product line descriptions. Please see Pricing Zip document titled Pricing and Product Specifications for full product details.

Services We and our Steelcase dealers also offer services designed to facilitate the fu services are:
• Workplace strategy consulting
• Data-driven space measurement
• Finance and lease service
• Hosted event experiences.

The dealers for Sourcewell Members offer an extensive range of services, including, but not limited to:

• Furniture Project Management – management of all aspects of furniture project from inception through complete furniture installation. This service is normally included with new furniture orders.

• Interior Design Services – combine creative aesthetics with functional solutions to produce productive and comfortable environments in all interior spaces. This can include Customer's-Own-Material (COM) when desired by a Member.

• Space Planning Services – identify the client's key issues that set the parameters of the project for the purpose of space planning, encompassing the following:

• CAD Space Planning Services – upon receipt of an approved CAD-based block plan from the architect or client, this service provides detailed drawings to be used for installation purposes.
• Verification of Field Dimensions – this service confirms room dimensions shown on client-provided CAD drawings or plans, as compared with actual site conditions, and as it relates to furniture installation.

• Furniture Specification Services – utilizes an automated specification tools to prepare furniture component list and costs.

		• Installation Coordination Services – coordinates the logistical management of furniture installation, such as project management, installation of product, coordination of product arrival from manufacturer, verification of site conditions, logistical staging of product and enforcement of quality/safety/code standards (NOTE: Normal installation is typically included with new product to "room ready site conditions.") • Punch List Coordination Services – within this typical service is the identification of any discrepancies to complete furniture installation in compliance to furniture plan, including issuing punch list and updating punch list with resolution and completion. • Post-Installation Evaluation – provide a team to audit a project for installation quality compliance. • Transportation Coordination Services – typically ensures product delivery meets client requirements and site conditions. Included with these services are determination of appropriate vehicle type for project site, obtaining appropriate municipal clearances for parking, if necessary and coordination of delivery in compliance with property management requirements. Normal delivery is often included with purchase of new product. • Studies to Reduce Costs – Steelcase dealers strive to reduce costs in products and services through the following activities: continual update of workstation typicals, utilization of existing products, value engineering when performance or function is not sacrificed and recommendations to avoid duplications of services/products. • Alternative Office Design – is a planning service that includes analysis and related planning services as they relate to business results and facilities issues. • Ergonomic Evaluation – basic ergonomic evaluation is available to provide recommendations for improved safety and ergonomics as they relate to furniture. This service might include providing product for evaluation on a limited basis or providing training on the usage of furniture as it relates to ergonomics. • Furniture Disposition – provides coordination of the removal and liquidation of your surplus furniture through qualified furniture brokers. • Furniture Rental – typically available at most dealerships in the event of project delays. Normally with furniture rentals, systems furniture installation is not included, nor is the subsequent dismantle and removal upon receipt of new product. Products that are strictly for rental purposes only (not associated with a new product purchase) are also available. • Maintenance and Repair Services – qualified technicians provide maintenance and repair of all furniture products including non-warranty repair, parts supply and emergency repairs after-normal-business hours. These services are typically quoted on a per-project basis. • Furniture Refurbishment – include re-fabrication and cut down of panels and worksurfaces, painting of all metal surfaces, refinishing or restoring wood, and cleaning and re-upholstery of seating products. Some dealers might also offer stain and fire protection services, professional wood refinishing and furniture repainting. • Reconfiguration – optimize re-use of your furniture assets to meet changing work needs. This would include inventorying existing products; creating over/under balance to specify new product/parts requirements; dismantling and rebuilding existing products and applying new, existing, and/or stored products to implement furniture plan. • Move Coordination – relocation services are coordinated with you, your contracted vendors, and the Steelcase dealer(s) and provide move strategy consultation, supply labels and workstation designation numbers, make available floor location map for movers, offer labor to implement small internal moves and manage large moves. • In/Out – bringing furniture in or out of a warehouse or storage. • Inventory / Asset Management – service typically includes full-service customer storage, inventory management, inventory-list maintenance, condition reports, and movement history. This could involve picking up, storing, repairing, inventorying, salvaging, and delivering products falling within the scope of this contract. Most dealers will use SnapTracker and/or bar coding as part of this service. The intention in using an Asset Management Contract is to promote the long-term efficiency of the Sourcewell contract by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.	

		• Electronic Ordering – with electronic ordering you can efficiently transmit orders, reports, invoices, etc., from your computer to your Steelcase dealers' computer. • Educational Seminars – most Steelcase dealers will conduct seminars concerning end user personnel training in proper and safe use of furniture, business trends and their effects in the workplace, end user education in ergonomic support tools and instruction in furniture care and maintenance. • Emergency Services – some dealers offer emergency services including keys locked in desk, electrical failures, broken chair mechanisms, and any condition threatening safety or productivity.	
9	What are your company's expectations in the event of an award?	In the event of an award, Steelcase's expectations are that Steelcase and Sourcewell would work closely to implement an aggressive go-to-market strategy for the new contract. Our Sourcewell contract has been central for Steelcase in SLED sector and we see significant potential to grow our business together in both the US and Canada. Steelcase and Sourcewell would conduct joint kick off meetings at Sourcewell in Staples, MN and/or Steelcase in Grand Rapids to launch the new contract to Steelcase and Steelcase dealer sales to increase enthusiasm, awareness and knowledge, coordinated with press releases the to the marketplace. In addition, regularly scheduled webinars would be put in place on an ongoing basis to continue to train and market our Sourcewell contract to the Steelcase and Steelcase dealer sales organization. Steelcase would continue to work to partner with other Sourcewell contract holders like National Cooperative Leasing and others in noncompeting segments to share ideas, collaborate, improve training and grow Sourcewell contract acceptance. Internally and externally, Steelcase will communicate the award utilizing our Steelcase intranet Village site and Steelcase social media as appropriate. We also expect we would establish a regular communication cadence for feedback and review on mutual contract progress and performance. The continuing goal is to provide superior total solutions and value to Sourcewell Members, promoting Membership while increasing contract utilization and growth.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Steelcase is financially strong and a fiscally responsible company, with fiscal 2019 revenue of $3.4 billion. Our global revenue enables us to have the financial security and resources to stay at the forefront of the industry and serve our customers with a high level of service and innovation. Please see Financial Strength and Stability T2.10 for more information, including our 2019 Annual Report and most recent SEC Filings.	*
11	What is your US market share for the solutions that you are proposing?	Steelcase has the greatest global market share compared to other global market leaders that we've included as a graph in Additional Document T2.11. Steelcase is the global industry leader in scale and innovation. Additionally, based on our FY19 revenue, 72% of Steelcase's revenue was in the Americas.	*
12	What is your Canadian market share, if any?	Canada is included in our Americas market share, per our publicly reportable regions (Americas, EMEA, APAC, Other).	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As a 100+ year old industry leading company with global operations, Steelcase Inc. naturally gets involved in periodic legal proceedings including contract disputes and other claims arising from time to time in the normal course of business. Steelcase business practices have been sound throughout our existence, and we believe there is no past, current, or contemplated future situation that would have any material adverse effect on Steelcase's integrity, financial stability or reputation, or that should cause our customers concern regarding Steelcase's overall business practices or continuing ability to serve them. Please see Financial Strength and Stability T2.13 for the Dun and Bradstreet Report.	*

14	How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with your	Steelcase is a manufacturer. For over 100+ years, we've served the world's leading organizations and supported their workplace needs. We design for a wide variety of customer needs through a comprehensive portfolio of architecture, furniture, technology and services. Steelcase Account Management Kevin Loubert is the strategic and empowered single point-of-contact for Sourcewell and is accountable for the relationship Sourcewell Members hold with Steelcase. Kevin is responsible for the successful implementation and fulfillment of any resulting Sourcewell contract award and reports to Jeff Fredrickson, Director for Steelcase Government Solutions. Jeff works closely with Kevin to further enhance and promote the Sourcewell relationship. This continuity helps Steelcase maintain an emphasis on the contract requirements and bring management focus to the contract. Additionally, Kevin has access to a breadth of resources, tools, and teams to support Sourcewell Members and their business objectives working with local Steelcase sales and participating Steelcase dealers. Kevin Loubert and Jeff Frederickson are both Steelcase employees. Steelcase Distribution We operate through an extensive and experienced distribution network that allows us to deliver great experiences to our customers at both a local and global level. One of the main benefits of working with Steelcase is our reach and ease of doing business around the world. We offer the industry's most extensive manufacturing, sales, service and research footprint with: • 13 manufacturing facilities across three continents (6 in the Americas) • 70 offices in over 37 countries • 750+ dealers over 800 locations worldwide (400 in US and Canada) To serve our customers across North America and in several export markets, Steelcase has a network of 6 Americas manufacturing facilities. These plants operate in tandem with a network of seven regional distribution centers, or RDCs. All products are shipped from the plants to the RDCs, where they are consolidated into complete customer orders in preparation for delivery. Our RDC locations match up with the major population centers of the United States, while also giving us access to Canada and major cargo ports for our export markets. * The majority of our manufacturing and distribution teams are Steelcase employees. Each Regional Distribution team has a third-party operated fleet that is dedicated to Steelcase loads and deliveries. The fleet drivers wear Steelcase uniforms and drive Steelcase branded vehicles. Authorized Dealer Network We make our products and services available through the largest, most experienced network of dealers in the industry. The Steelcase dealer network is comprised of 750+ dealers with over 800 locations around the world—400 of which are in the US and Canada. Steelcase dealers are committed to building long-term customer relationships, and they will serve as Sourcewell's local, first-point-of-contact for all product, service, and warranty questions and requests. Our dealers help us respond nimbly to the needs of our clients, and perform as a familiar, local partner. The Authorized Dealer Network is the standard operating procedure for Steelcase, and it's how we go to market. The Steelcase Dealer Network manages day-to-day relationship with our customers, and we rely on them to represent our family of brands and optimize the customer experience. They are held to a high level of quality and service, and will perform installation, warranty work, and other valuable services to Sourcewell Member's expectations. While Steelcase Authorized Dealers are not direct employees of Steelcase, they go through a thorough evaluation and vetting process to ensure alignment and market viability. Because of the personal nature of each dealer appointment and the importance of continuing successful customer relationships, Steelcase assesses each dealer candidate, including the principal owner(s) of the business, along with the proposed management team, before appointing an Authorized Steelcase Dealer. Any additional subcontracting would be performed according to your requirements. Subcontractors must pass a qualification process and sign a master services agreement agreeing to Steelcase standards for quality and service delivery. Please see Additional Document T2.14 for more information, including our global locations and complete dealer list.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that	Steelcase is subject to a variety of federal, state, local and foreign laws and regulations requiring registrations, licenses and certifications in pursuit of doing

	are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	commerce and business in addition to many industry practices. We believe our operations are in substantial compliance with all. Our products and operations carry a number of third-party verified certifications, reflecting our commitment to sustainability and dedication to delivering on our promises. Global Standards + Reporting • Carbon Disclosure Report • Global Reporting Initiative Index (GRI) • UN Global Compact Americas • BIFMA level certification program. As a partner in the development of the ANSI/BIFMA e3 furniture sustainability standard, we introduced the first level 3 certified product in the industry. Steelcase level certified products are accredited by third-party certifiers using a point-based system that spans social responsibility, energy use, materials selection and human and ecosystem health impacts. Currently, Steelcase has over 170 BIFMA level Certified products. • Cradle to Cradle certification program. The Cradle to Cradle certification is an industry benchmark that we actively pursue to help designers and customers specify and purchase products to meet their sustainability goals. We offer more Cradle to Cradle Certified products than any other company in any industry globally. Currently, Steelcase has over 50 products certified under the Cradle to Cradle Certified Product Program. • Forestry Stewardship Council Chain or Custody certification. Steelcase supports chain of custody programs as a way to ensure our customers receive wood from responsible sources. Our Wood Manufacturing Facility is FSC Chain of Custody certified to provide customers with FSC certified products. • LEED certification program. We help customers leverage our product performance in the certification of their buildings through materials and resources, ergonomics, social equity in the supply chain, innovation in design, and low-emitting materials. Steelcase products can also contribute to WELL Building Standards (Air, Light, Fitness, Comfort, Nutrition, and Mind) and BREEAM (Indoor air quality, Acoustic performance, Environmental impact of materials, Responsible sourcing of materials, Material efficiency, and Waste management). • SCS Indoor Advantage certification program. We pursue industry-independent, third-party testing and indoor air quality certification for many of our products and materials through the SCS Global Services' Indoor Advantage™ program. Currently, Steelcase has over 350 SCS Indoor Advantage certificates, which demonstrates compliance to ANSI/BIFMA criteria for low–emitting furniture, potential to provide credits toward the U.S. Green Building Council's LEED certification, and compliance to compliance to California 01350, ASHRAE 189.1, and CHPS Collaborative for High Performance Schools Criteria for furniture. • Canadian Electrical Standards. When applicable and required, Steelcase products are tested according to Canadian product performance standards. Often this testing is performed by an accredited agency or testing laboratory. For electrical components, Underwriter's Laboratory is often utilized to certify that Steelcase product has been tested and met with Canadian agency approval. Steelcase product can then be marked as "c(UL)us LISTED." Canadian authorities accept this c(UL)us listing as equivalent to CSA (Canadian Standards Association) approval. Canadian standards also require all safety warning labeling to be bilingual (English and French). Steelcase product warning labels are, therefore, marked as such with warnings in both English and French. • ISO Certifications. Steelcase performs internal audits to verify compliance with the requirements of our management systems and certifications that include ISO 9001, ISO 14001 and ISO 17025 as well as OHSAS 18001. All Steelcase-owned manufacturing operations around the world have ISO 14001 registered environmental management systems. This certification assures we have a systematic way of managing our impact and risk with methods that meet internationally accepted criteria. • E-verify. U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes greatly to the vibrancy and strength of our economy. Steelcase verifies its compliance with this U.S. law and has registered with and uses the federal work authorization program commonly known as E-Verify. Steelcase E-Verify Company ID Number # 7685. • Sustainable Facilities. Steelcase is proud of our sustainability initiatives and certifications. A number of our facilities around the world hold environmental	*

		accomplishments and certifications. In North America those facilities include our Learning + Innovation Center, Wood Products plant, Kentwood West plant, and our Global Business Center.	
16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	As a company operating for over 100+ years, Steelcase Inc. has been involved in litigation, contract disputes, liens, and other claims from time to time in the course of business. Steelcase business practices have been sound throughout our existence, and we believe there is no current or historic situation that has any material adverse effect on Steelcase’s integrity, financial stability or reputation, or that should cause our customers concern regarding Steelcase’s overall business practices or continuing ability to serve them.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see Additional Document T2.17 for a matrix of our offerings to meet Sourcewell Members requirements. We've included our subcategories in the response to T2.8 underneath each product category (office chairs, desks, lighting, etc.). A list of our services can also be found in question T2.8.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 • Ranked #1 in the Home Equipment and Furniture category on Fortune Magazine’s 2019 “World’s Most Admired Companies” annual list • Placed 85th overall out of 300 top U.S. companies and 13th in the “Consumer Goods’ sector in Newsweek’s first “Most Responsible” list for our positive efforts in environmental stewardship, social impact and corporate governance • SILQ received multiple design and innovation awards, including a Product Design Award in the prestigious Red Dot Awards • Honored by the Women's Forum of New York for 30% of our board being made up of women • Multiple industry awards at NeoCon, including Gold for Steelcase Flex and Steelcase Roam in their respective categories, Gold for Designtex Biophilia 2.0 in the Healthcare Fabrics category, and Silver for Metallic wallcoverings 2018 • NeoCon Best in Competition and Best Large Showroom • NeoCon Gold for our SILQ product and Best of NeoCon innovation award for our Mackinac product • Fortune magazine’s 2018 “World’s Most Admired Companies,” earning third rank in the Home Equipment and Furnishings industry sector • Multinational finalist in the 2018 Circulars awards, an initiative of the World Economic Forum recognizing companies leading the way to a circular economy • Included in the 2018 World’s Most Admired Companies list by Fortune, earning third rank in the Home Equipment and Furnishings industry sector • Multinational finalist in the 2018 Circulars awards, an initiative of the World Economic Forum recognizing companies leading the way to a circular economy • Recognition as a Winning “W” Company by 2020 Women on Boards, a national campaign to increase the percentage of women on U.S. company boards to 20 percent or greater by the year 2020, for the seventh year in a row. • A perfect 100 score in all categories on the Human Rights Campaign’s 2018 Corporate Equality Index, the fourth consecutive year • A top 30 position as one of the largest 100% Green Power Users in the U.S., according to the EPA’s Green Power Partnership. • Member of CE 100, The Ellen MacArthur Foundation Circular Economy 100 2017 • Clean Corporate Citizen (C3) designation from the Michigan Department of Environmental Quality • Recognized by 2020 Women on Boards as a 2016 Winning 'W' Company for	*

		the sixth consecutive year • Human Rights Campaign Foundation – Corporate Equality Index 100% • Silver Bicycle Friendly Business award, from the League of American Bicyclists (2017 - 2021) • 2017 Analytics 50 honoree, a national recognition honoring organizations using analytics to solve business challenges, from Drexel University's LeBow College of business 2016 • Human Rights Campaign Foundation – Corporate Equality Index. 100% • Fortune magazine's 2016 "World's Most Admired Companies," named for the tenth time • 2016 Civic 50, honored by Points of Light as one of the 50 most community-minded companies in America • Goodwill of Greater Grand Rapids Collaborative Partner Award for Steelcase's assistance in the creation of Goodwill's new Workforce Development office • 2016 Best and Brightest Sustainable Companies in Michigan, honored by the Michigan Business & Professional Association • HR executive magazine, #34 in the top 50 companies most admired for HR: people management, innovation and management quality 2015 • Steelcase named to Fortune Magazine's Worlds Most Admired Companies list. Respondents rate their industry peers and competitors on nine criteria: innovation, people management, use of corporate assets, social responsibility, quality of management, long-term investment, financial soundness, quality of products and services and global competitiveness. Steelcase was the only office furniture company on the list. • Human Rights Campaign Foundation – Corporate Equality Index. 100%	
19	What percentage of your sales are to the governmental sector in the past three years	Steelcase sales to federal government agencies was approximately 3% of our consolidated revenue for FY2017-2019.	*
20	What percentage of your sales are to the education sector in the past three years	No vertical market represented more than 14% of Steelcase revenue. Please see Additional Document T3.20 for more information about the Steelcase vertical markets from FY17-FY19.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our Sourcewell contract is our primary national cooperative contract Steelcase markets to state & local government entities, education, nonprofits, chosen as a national vehicle to maximize our effectiveness in reaching these entities. Other cooperative procurement contracts that Steelcase holds: • Educational and Institutional Cooperative (E&I) • Vizient – Healthcare GPO • Intalere – Healthcare GPO • HPG – Healthcare GPO • ROI – Healthcare GPO • Premier – Healthcare GPO • Green Health Exchange – Healthcare GPO • NASPO Valuepoint • GSA Contract – Federal Government • BuyBoard • State contracts: AL, AK, AR, CT, FL, GA, HI, ID, KS, LA, MN, MS, MT, NV, NJ, NM, NY, NC, ND, OH, OR, PA, SC, TX, UT, WI	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our Steelcase GSA contract is GS-27F-0014V. Steelcase also holds other federal government contracts as well. In fiscal year 2019, our sales to U.S. federal government agencies represented approximately 3% of our consolidated revenue which is consistent with fiscal years 2018 and 2017. $3.4 billion in revenue in FY2019.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Larimer County	Connie Gunter	970-498-5909	*
Tri-County Technology Center	Eric Randall	918-331-3249	*
County of San Diego	Mindy Ripley	619-806-7921	*
County of Albemarle	Sheila Hoopmann	434-975-9340	
Francis Tuttle Vocational Technical Center	Brenda Hoover	405-717-4248	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Customer 1	Government	District of Columbia - DC	264 product lines	$19,518	$219,502,675	*
Customer 2	Education	California - CA	262 product lines	$6,354	$86,102,262	*
Customer 3	Government	BC - British Columbia	164 product lines	$19,721	$26,090,588	*
Customer 4	Education	New York - NY	201 product lines	$11,414	$21,913,976	*
Customer 5	Education	California - CA	197 product lines	$11,056	$19,214,910	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Steelcase's sales force is a unified effort between Steelcase sales—both at the corporate and local levels—and our Authorized Dealer Network. While each Steelcase dealer maintains its own sales force, the Steelcase sales representatives complement the market and work closely together to bring our customers quality solutions and unparalleled service. Steelcase Sales Many Steelcase sales and support staff have a 'home base' in their lo employees— including over 375 salespeople. The Work • Atlanta, Georgia • Boston, Massachusetts • Chicago, Illinois • Dallas, Texas • Los Angeles, California • Mexico City, Mexico • New York, New York • San Francisco, California • Toronto, Canada • Washington, D.C. Additionally, our Global Business Center Headquarters is located in Grand Rapids, Michigan and has over 2,200 employees whose roles cross a variety of functions, including providing support to the sales field and dealers. Our Business Center in Monterrey, Mexico will also have teams that support Sourcewell Members. Leading our sales efforts through a newly awarded contract would be Kevin Loubert. He will serve as the primary point of contact for Sourcewell and accountability for Steelcase. Kevin has responsibility for the successful implementation and fulfillment of any resulting Sourcewell contract, if awarded. He reports to Jeff Fredrickson, the Director for Steelcase Government Solutions. Jeff works closely with Kevin to further enhance and promote Sourcewell and provide service to Sourcewell Members. This continuity has helped Steelcase maintain an emphasis on the contract requirements and bring management focus to the contract with Sourcewell. In addition, any resulting Sourcewell award and contract would have the support of Jean-Marie Murphy, Vice President, leading our East Business Group as well as our government business segments. Jean-Marie has a solid history at Steelcase in sales as well as leadership of our Channel Development group. The combination of Jean-Marie's Sales and Channel experience, as well as her strong relationships in key markets make her a great fit to help us grow our volume with Sourcewell Members. Jean-Marie will be an advocate of an awarded cooperative contract agreement with Sourcewell and bring Steelcase support where needed to leverage the contract to serve Sourcewell Members. Each Steelcase dealer maintains its own sales force who work closely with Steelcase sales representatives throughout the selling process. The attention of our Steelcase sale force is fully focused on selling the entire Steelcase Inc. portfolio and Partner products being offered in this Sourcewell RFP proposal response. Here are a few additional facts about the sales support provided to Sourcewell and Sourcewell Members. • We serve North American customers mainly through approximately 400+ Steelcase dealer sales locations • We serve our dealers and customers with 375+ sales personnel in the U.S. and Canada which include sales representatives, sales management and sales support • Both Steelcase and our dealers have specific sales representatives assigned to Sourcewell Member sectors as well as specialized workplace consultants in the higher education and healthcare segments All Steelcase sales representatives and support personnel are employed by Steelcase and the dealer personnel are the employees of our independently owned authorized dealerships. However, the sales and service employees at Steelcase and our dealerships work to create a seamless experience for our customers. Please see Additional Document T6.25 for more information, including the Steelcase team supporting Sourcewell.

26	Dealer network or other distribution methods.	The Steelcase Authorized Dealer Network is comprised of 400 dealer locations throughout North America and Canada. These local dealer teams have the capabilities and experience to execute large, complex projects consistently, within budget, and on-time. Our dealers provide the local point of contact and significant scalability to respond to large and important projects for Steelcase. Our dealers offer local knowledge, skilled labor, workplace installation, regional asset management, and other services that may include providing audio-visual technology, floor coverings, ceilings and more to satisfy customer projects and high expectations. Steelcase is responsible for providing insights based, high quality, and innovative products to our dealers to meet the evolving needs of our customers and Sourcewell Members. Steelcase gives Sourcewell Members local, national, and international representation via our dealer network with over 800 locations worldwide – the industry's strongest network of its kind. Each dealership utilizes its own sales and services force – supported closely by Steelcase – to provide Members with the specific services they require. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers' needs. To that end, they are committed to providing Sourcewell Members exemplary service in their local marketplace. The relationship we have with our dealers is extremely unique—instead of signed agreements we have trusted long term relationships with our dealers and treat them as business partners. In fact, many of our largest dealers have been partners with Steelcase for more than twenty years. Because of the personal nature of each dealer selection and the importance of continuing successful customer relationships, Steelcase thoroughly assesses each candidate, including the principal owner(s) of the business and proposed management team, before appointed an Authorized Steelcase Dealer. Once appointed to be part of our Authorized Dealer Program, Steelcase monitors performance throughout the year and dealers must meet annual performance goals in order to maintain their accreditation. We hold our dealers to a high level of quality and exceptional performance and will utilize all of our resources to ensure customer needs are met. Steelcase management conducts annual formal sessions with dealer management to identify any training or resource needs. Steelcase also awards dealers as Platinum Partners when they standout for exceptional service and extraordinary results. Steelcase grants this status to dealers that strongly engage with Steelcase, customers, and the community to deliver exceptional value. While Kevin Loubert, Jeff Fredrickson and Jean-Marie Murphy provide the key leadership and management of our Sourcewell contract, Steelcase is proactively focused with our regional sales management teams, our 375+ Steelcase sales representatives and with our authorized Steelcase dealers on the Sourcewell Membership. It has been a privilege for Steelcase and Steelcase dealers to work with Sourcewell and its Members delivering products and services. Our hope is to continue this level of support and service for Sourcewell by earning a new contract award. Please see Additional Document T6.14 to access dealer locations.

27	Service force.	Over 400 Steelcase dealer locations—with approximately 5,300 dealer sales, sales management, installers and support staff located throughout North America—serve as our customers' local, first-point-of-contact for all product, service, and warranty questions and requests. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers' needs. A significant percentage of the products sold by Steelcase dealers are the Steelcase and partner products being offered in this Sourcewell RFP proposal response. Most of our Steelcase dealer sales force attention is focused on selling the entire Steelcase Inc. portfolio and partner products we are proposing. They are committed to providing their customers exemplary service and to building long-term relationships with them. To support our dealers in their customer service efforts, each dealer has dedicated Customer Service Representatives in the Order Fulfillment Team at Steelcase. In addition to their dedicated representatives, dealers and Sourcewell Members have access to a variety of Steelcase customer service experts by calling 1-888-STEELCASE. This toll-free number serves as the single point of contact for all dealer questions and to reach experts in: • Billing Services • Distribution • Network Orders • Sales Services • Service Parts • Problems, Complaints, and Warranty Issues To further ensure that their customers have a positive experience: • In-house experts receive specialized training from Steelcase (workplace consultants, designers, order entry, project management and installers) For example, there are approximately 1,700 dealer installers and on average, Steelcase provides additional training to more than 400 installers a year. If a Sourcewell Member did have their own installers, they could have access to Steelcase training, however, every third party must be sponsored by a dealer or Steelcase. We have provided examples of some of the courses Steelcase conducts in Additional Document T8.36. • Documented project processes are in place to address every step from solution development to final installation • Steelcase also provides easy online access to our product installation instructions 24/7 here: www.steelcase.com/installers/ Ensuring A Smooth Process This is an example of the order process Steelcase dealer customer service representative employ. They use our Hedberg Data Systems, a fully owned subsidiary of Steelcase, which is tightly integrated with Steelcase's business systems. Hedberg ensures a streamlined order process and virtually eliminates order errors. Through EDI transactions Hedberg provides a constant, audited flow of your information. With this system, Sourcewell Members can: • Receive electronic quotes, orders, invoices, and reports • Assign required delivery dates • Add special delivery requirements • Apply color coding if needed • Include tagging, etc. • Send the order to Steelcase via EDI. Steelcase receives EDI orders Monday through Friday from 7:45am until 11:45pm, and Saturday at 6:45pm. Once Steelcase received the order in SAP, your representative will review the order to ensure your needs have been met. Additionally, your dealer will receive an acknowledgement via EDI the same time. Real time status of the order can be viewed via Web Tracks.

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Between your servicing Steelcase dealer(s) and Steelcase Account team, Sourcewell Members will have access to a wide breadth of teams and resources to meet your needs—all of whom will apply a high level of customer service. Response times vary depending on scope of issue, yet Steelcase and your dealer will work quickly and efficiently towards a prompt resolution. An example of customer service teams and processes are listed below: Steelcase Order Fulfillment Team (OFT). Steelcase dealers have dedicated customer service representative teams based our Business Center Headquarters in Grand Rapids, Michigan. The OFT links Steelcase and dealers to provide Members timely order and delivery information, keep Members up to date on project status and provide value-added services to make sure project requirements are met. Customer Service Availability. Most Steelcase teams are available from 8am-5pm Monday through Friday. Kevin Loubert, the Sourcewell Account Manager can delegate issues/tasks to Steelcase or dealer team Members to ensure your needs are met quickly and efficiently, even outside of normal business hours. Once an order has been processed, the dealer will follow up with Steelcase to ensure purchase orders have been received and there are no questions or delays. The dealer will update any status reports, monitor lead times and ship dates, and identify any potential problems with deliveries. Additional responsibilities include: • Prepare quotations, provide information to set up new vendors, and place orders and ensure accuracy—all in our operating system, Hedberg • Track order, contact vendor as necessary to obtain ship dates • Verify order acknowledgements from vendors • Prepare status reports • Schedule delivery and installation with our operations team • Coordinate truck schedule with the manufacturer • Resolve processing of Completion Report orders in a timely fashion. Warranty Claims. In the event that you receive a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place to make sure issues are resolved quickly and to your satisfaction. To place a service request, first call the selling participating Steelcase dealer. The Member servicing dealer will evaluate the defect and the product's manufacturing date to determine warranty coverage under Steelcase Warranty Policy. The issue will be explained in detail to the OFT representative by the servicing dealer and they will submit a request for a replacement product and/or part, if necessary. Steelcase will provide the servicing dealer with the product or replacement part, and the servicing dealer will deliver and install it swiftly and at no charge to the Member. Issue Escalation. All significant issues are directed to the manufacturing location or distribution center from where the issue originated. The in-plant teams work to conduct investigations and drive root cause corrective actions to eliminate issues from occurring again in the future. Plants produce monthly reports on their top contributing complaints and the corrective action project plans to address the issues. There are three levels of escalation to address issues of varying complexities: • Level 1: Quality Solutions Team handles roughly 85% of quality claim data • Level 2: Customer Satisfaction Leaders who are experts on plant process handles the next 10% of volume • Level 3: Field Quality Project Managers handle the most difficult 5% of claims, often in need of traveling to site to understand issues and troubleshoot. • Each level handles increasingly more difficult claims, with level one being the easiest and level three the hardest. Sourcewell Account Manager, Kevin Loubert, will step in to navigate and rectify any issues that are not resolved by the three-level escalation process. Ongoing Quality Assurance. To closely monitor our quality initiatives, Steelcase has a management tool that integrates each area of the company and shows how processes are impacting one another. This tool, called the Steelcase Lean Management System allows us to see where we're going and monitor all operating functions to ensure everything is running smoothly. Management watches performance indicators regularly to ensure that Steelcase's reputation as a quality manufacturer remains intact. Our quality system tracks several key, customer-centered metrics: • Defective parts per million and splits parts per million • Perfect orders delivered on time • Response to customer complaints • Ability to say yes to requested delivery dates.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Steelcase and our dealers have been serving ALL geographic areas and Sourcewell market segments of the United States and expanded into Canada over the past five years. We are eager to continue serving all geographic areas and plan to continue to develop new strategies to grow our reach with this proposed contract to Sourcewell Members in the United States and Canada.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Please see our response to T6. 29. Steelcase will offer and promote an awarded contract of comprehensive solutions to all Sourcewell Member segments and Sourcewell defined verticals.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	All shipments to Alaska and Hawaii (and the US Islands if and when they become a viable option to be included) will be shipped F.O.B. factory; freight prepaid, and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are to be quoted by and payable to the dealer. For Alaska and Hawaii (in the United States), additional freight charges apply and will be quoted upon request. For deliveries in Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), a service charge equal to five percent (5%) of list price shall be assessed for Orders up to $200,000 list price. The service charge for orders above $200,000 list price shall be negotiated. Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase dealer's location(s) are considered remote. Upon request, the dealer would provide a NOT TO EXCEED estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay ACTUAL invoice of these items upon verification of the fees. For the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Should Steelcase be fortunate enough to receive a Sourcewell award, we would immediately take the following steps over the first ninety (90) days to proactively launch our agreement: • Develop a comprehensive launch package for Steelcase dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Steelcase agreement highlights, pricing overview, Sourcewell Membership information, and a detailed Participation Letter which must be signed and returned to Steelcase prior to being added to the Agreement as a Steelcase Subcontractor/authorized participating dealer. • Communicate broadly to Steelcase dealers via our intranet regarding the scope/availability of the Sourcewell-Steelcase agreement. • Host webinars with Steelcase Dealers and Sourcewell representatives to review the agreement, terms, Membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Steelcase POC and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Steelcase, and Steelcase dealers, and guidance for issue resolution. • Work collaboratively with Sourcewell to craft and release press release statements regarding our new agreement and who can utilize this agreement moving forward. • Post summary information of the Sourcewell-Steelcase relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to our Steelcase Village intranet site. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Steelcase solutions through the Sourcewell-Steelcase agreement. • Steelcase will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business in the SLED segment. • We will work collaboratively with Sourcewell to develop relevant promotion materials that will help both Steelcase and dealer sales representatives best position Sourcewell and the value of the Sourcewell-Steelcase agreement to prospective clients in the sectors Sourcewell serves. • Steelcase will create a Sourcewell specific page on our Village intranet site which contains all the items listed above. For confidentiality purposes, we will not post these items on our public Steelcase.com site where competitors may freely view them. Steelcase will provide Sourcewell with multiple layers of communication touch-points during our post-award kick-off meeting. Anything pertaining to the Sourcewell agreement will be directed to our agreement owner, Kevin Loubert. Project-specific questions from sector clients would first be directed to one of our local participating Steelcase dealers. Should there be a need for further escalation, Kevin Loubert would be the next point of contact. • Steelcase will work collaboratively with Sourcewell post-award to develop a list of priority accounts/opportunities based on the current Sourcewell Membership list. We will also follow-up on all leads provided by Sourcewell in a timely way. Steelcase has many branded sales materials, all Steelcase brochures, cut-sheets, and technical specification documents with which we market and promote our offering to these sectors. A few of those are attached and most are available electronically, 24/7 via www.steelcase.com. Please see Marketing Plan/Samples T7.32 for more information, including the Value of Steelcase Cooperative Purchasing, state and local government capabilities, and Active Learning space insights and applications.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Steelcase utilizes multiple technology and digital platforms to market our comprehensive offering to all market segments. The specific state and local government homepage on our public site provides valuable information to prospective customers looking for furniture solutions and Sourcewell. Similarly, the “Steelcase Village” intranet site provides even more specific information to our Steelcase and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell national contract, should we be awarded, would include using the “Steelcase family of brands” social media accounts, to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly to a growing audience using technology as a primary source of information. Steelcase North America • Facebook: It’s the largest social media platform in the world with over 2.4 billion

users.

• Twitter: The microblog news flash of our digital lives that keeps us connected in 140 characters or less creates a forum for discussion.

• Pinterest: Pinterest is one of the fastest growing social media networks posting images of design inspiration, global office trends or other useful knowledge.

• Instagram: Instagram is a quick and easy way to snap an instant memory. #Steelcase helps leading organizations – in business, healthcare and education – create the places that can unlock the promise of their people.

• Steelcase TV on YouTube: We have some great video clips on YouTube that are worth promoting, and our Sourcewell contract would be a great addition. They are short, well-made and are statistically more likely to be watched than a brochure is to be read.

• LinkedIn: It's replaced the business card rolodex as the dominant tool for professional networking, and it will improve networking opportunities among current and prospective Sourcewell Members.

All of our social media accounts can be found by searching 'Steelcase' in the respective mediums. Please note that our YouTube account is under Steelcase TV.

Steelcase Education – reaching the education audience
• Steelcase Education Facebook - Search Steelcase Education
• Steelcase EDU on Twitter - Search SteelcaseEDU
• Steelcase Education Playlist – YouTube - Search Steelcase Education
• Education Insights & Ideas on Pinterest – Accessible via pinterest.com/steelcase/education-insights-ideas/

Coalesse – reaching the ancillary spaces audience
• Coalesse Facebook – Search Coalesse
• Coalesse Twitter - Search Coalesse
• Coalesse Pinterest: Link - Accessible via pinterest.com/coalesse/
• Coalesse Instagram - Search Coalesse
• Coalesse YouTube - Search Coalesse Furniture
• Coalesse LinkedIn – Accessible via linkedin.com/company/232502

Turnstone – reaching the ancillary spaces audience
• Turnstone Facebook - Search Turnstone
• Turnstone Twitter - Search My Turnstone
• Turnstone Pinterest - Accessible via pinterest.com/myturnstone/
• Turnstone Instagram - Search My Turnstone
• My Turnstone YouTube - Accessible via tv.myturnstone.com/
• Turnstone LinkedIn - Accessible via linkedin.com/company/1537474

Polyvision
• Polyvision Facebook - Search Polyvision Corp
• Polyvision Twitter - Search Polyvision
• Polyvision Pinterest – Accessible via pinterest.com/steelcase/
• Polyvision LinkedIn - Accessible via linkedin.com/company/polyvision/

It is no longer enough to simply market to just the end consumer; it has become increasingly important to market to both current and potential Sourcewell Members and influencers in many platform areas. Social media engages with a variety of influencers and can strategically help us connect with them. In addition, Steelcase works with our Steelcase dealers to assist in their marketing efforts and extend reach.

Our Steelcase Co-Marketing program aims to help dealer partners use and share the Steelcase brand and story in local markets, while supporting access to customers to relevant experiences, touchpoints and support materials.

Steelcase helps dealers in reaching your customers and influencers in a convenient way that informs and inspires. Each quarter, dealers can take advantage of compelling information they are able to share with audiences – from workplace research and insights, to product news, thought-provoking podcasts and articles and more. Steelcase provide articles and visuals for each dealer to build an eNewsletter on whatever platform they choose (Constant Contact, HubSpot, Mail Chimp, etc).

Steelcase Dealer Social Media: The Dealer Social Media program aims to help dealers grow their online following, connect with customers and other key audiences to share relevant information.

Dealer Digital Transformation includes the implementation of these important technology initiatives:

		• Reinvention of the Hedberg System to a modern, cloud-based platform focused on core functionality • Creation of a website for customers to get quote and order status and subscribe to receive notifications when updates occur • Development of an integration platform (Dealer Connect) to tie critical dealer business technologies together at the data level	
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role is to continue to demonstrate the highest level of integrity, business practices, and ethics with their Members and vendors, growing Membership while providing best in value solutions to their contract users. We would see Sourcewell working collaboratively with Steelcase to provide the highest level of service to Members to grow contract awareness and utilization via marketing materials, tools, social media, training, trade show participation and direct Member contact.	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Steelcase dealers work on a common business platform called Hedberg Business Management System, wholly owned by a subsidiary of Steelcase. This system supports the entire sales, planning, order management, receiving, warehousing and financial management life cycle. Through Hedberg, Steelcase Authorized Dealers can: • Create a direct link between the designers' drawing and the corresponding quote • Automate and manage all discount levels supplied to Sourcewell • Color code sections of the order to efficiently manage the staging of a project while maintaining a tight projects schedule • Convert the quote into an electronic order that connects directly to the manufacturing process • Manage all deficiency reorders and track metrics to measure performance. The Hedberg system also allows Steelcase Authorized Dealers to electronically and proactively manage product lead times by individual product. The lead time for every item is provided—based on the actual order at the manufacturing facility—and can be run many times throughout the quote and post-order stages. This ensures we properly align any reservation dates and logistical requirements regarding the quote, such as overall cubage and delivery groupings. The Hedberg platform would require a single enablement for each Member. Steelcase is responsible for the software development, hosting, implementation management, and all technical aspects of site setup, configuration, integration, and testing. Dealers are responsible for local content definition and management of catalogs plus additional content/customization in support of each Member. Steelcase also offers our eBusiness web-based solution to simplify the furniture procurement process. eBusiness enables Sourcewell Members to more effectively manage a range of facility management tasks through a customizable portal. Since it is integrated with our business and inventory solutions, Members will find options to easily collaborate with teams, simplify purchasing, monitor performance, and manage inventory. With eBusiness, we have found that our customers: • Save valuable time through easy access and management of information • Visualize solutions quickly and create effective workspaces • Streamline the product and service purchase process—saving time and money • Improve and simplify the management of furniture assets. We are continuously improving our technology and how we support our customers. Recently we expanded and built upon our current customer platform to create Steelcase Exchange. This platform is designed to bring the consumer experience of on-line shopping platforms to our business customers. Steelcase Exchange enhances the experience for both Sourcewell's employees and program managers in the following ways: • Easily accessibility from a link within your intranet site • Streamlined self-registration • Automated password reminders for reduced administration • Rich information to increase understanding about product and process, which will lead to making transactions with greater confidence • Efficient checkout and secure credit card handling • Shopper friendly order confirmations, status, and transaction receipts The Steelcase Exchange platform has been integrated with customers using Ariba, BuySpeed, eMars, Lawson, CGI Advantage, Coupa, Exostar, Jaggaer, Oracle, Peoplesoft, Prodigo, SAP, Tyler Munis, VITG, Workday, as well as custom cXML and OCI Based systems. Please see Marketing Plan/Samples T7.35 for more information, including eProcurement and eBusiness capabilities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Steelcase and our dealer network provide a variety of training and educational programs for Sourcewell Members. We've included a list of examples below and are happy to discuss more opportunities with Sourcewell. Costs for dealer services may vary depending on scope and nature of agreement. Move-in Experience. Steelcase and our dealers want Sourcewell Members to feel comfortable and excited about their new space. We can offer assistant through the pre-move, move, and post-move processes with a variety of tools to contribute to a successful move-in experience. Tools can include a pre-move calendar, move booklets, signage templates, move and post-move product demonstrations, and access to web-based instructional videos. Costs are dependent on the servicing dealer agreement and the level of move-in engagement. Please note that if the move-in experience is part of an Applied Research + Consulting engagement, it is not subject to additional fees. Educational Seminars. Most Steelcase dealers will conduct seminars about proper and safe use of furniture for end-users. Additional educational topics could include business trends and their effects in the workplace, end-user education in ergonomic support tools, and instruction in furniture care and maintenance. These seminars are subject to an added cost and can be determined prior to any purchase. Training Videos. Steelcase can provide Sourcewell Members with online instructional videos that demonstrate how to adjust your new furniture and use all settings and features appropriately. Training collateral, such as videos, are included as part of your purchase. Cleaning and Care. Steelcase provides cleaning instructions that can support a wide range of protocols depending on the environment our products are located, such as an office, hospital, or education facility. Our high-performance materials support cleaning protocols with bleach, virox, and other hospital grade disinfectants. Ergonomic + Wellbeing Training. Steelcase has an in-house, board certified professional ergonomist—along with a number of field specialists and sales support personnel—who can provide hands-on training to assist employees with the proper use of ergonomic products. Our Ergonomist and Wellbeing Consultants can provide insights and services related to: • Ergonomic science and the conditions for physical, cognitive, and emotional wellbeing • Workplace solutions that contribute to a comfortable environment • Applications designed to promote worker wellbeing, engagement, and productivity • Proper use of solutions, including positioning of monitor supports, how to correctly adjust and use specific task chairs, and the importance of changing posture during the workday • Ergonomic and wellbeing training are subject to an additional cost and can be determined prior to purchase. Dealer Training. Steelcase offers exclusive training opportunities to dealer personnel and dealer-sponsored participants through Steelcase University. Courses include: Systems & Component Installation Training which is focused on sequential systems installation; Sales and Design Installation Training where participants learn how to properly install all Steelcase products and how to perform warranty and reconfiguration work in the field; and Lead Installer Training where participants learn to be better leaders through managing capital, building teams, coordinating projects, understanding building codes, reading prints, and training other installers. Our dealers are required to maintain certain standards in order to be considered a Steelcase Authorized Dealer and to work with our customers. Sourcewell Members are not expected to provide payment or reimbursement for dealer training. Please see Additional Document T8.36 for more information, including lead installer training.	*

37	Describe any technological advances that your proposed products or services offer.	At Steelcase, we believe a thoughtfully designed ecosystem of interconnected and interdependent spaces supports employee wellbeing, provides a range of destinations and technologies, and enables and encourages the ways people create. When designing these workspaces, we focus on people, place, choice + control and technology. Steelcase has an entire suite of products that focuses on technology tools that support both employee productivity and workplace performance. This suite is called Smart + Connected and it provides our customers with digital wayfinding, room scheduling, smart collaboration, and workplace analytics. Some technologically advanced and integrated products we offer include: • The Steelcase Rise app elevates the height adjustable experience. It brings personal presets to any desk with an Active Touch controller, provides subtle reminders to change posture and tracks activity toward wellbeing goals. • media:scape brings together people, space and information. This integrated tool boosts collaboration and allows participants to access and share digital information equally, quickly, and seamlessly. • Flex Mobile Power is a portable and lightweight charger designed and developed in collaboration with Anker, a global leader in charging technology. It is the first of its kind enterprise-level mobile power solution for the workplace. This latest innovation combines deep knowledge of how work and the workplace is changing from Steelcase with Anker's expertise around the future of consumer technology and charging devices. • Steelcase Workplace Advisor Subscription is an integrated system of embedded sensors that provides use trends over time for collaborative spaces. Armed with this kind of information, organizations and their design partners can make decisions about how to use their valuable real estate based on real data. It empowers our customers to measure the effectiveness of the workplace, and improve it based on easy-to-understand, actionable data accessible through an online dashboard. • Steelcase Workplace Advisor Study includes the Steelcase installation temporary sensors This study provides decision- making assistance prior to a major capital investment or can he • Steelcase and Microsoft have also been working together since 2017 to explore how a thoughtfully-designed ecosystem of places and devices can support the new ways teams and individuals are working. We're excited to collaborate, learn about unique work environments, and integrate real, measurable data into the best solution for Sourcewell Members. Please see Additional Document T8.37 for more information, including examples of Smart + Connected ecosystems.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Steelcase continuously identifies ways to reduce material inputs and finds alternative end-of- us stewardship are through the products we create, the ways we operate, and the investments we Some areas we focus on include: • Ensuring Material Health: As a leader in our industry, our materials chemistry practice assesses materials to understand their potential impacts on human and environmental health. We've assessed over 1,800 materials and are actively working with our supply chain to phase out materials of concern, developing suitable alternatives where they may not yet exist. • Optimizing Product Life Cycles: Steelcase measures a product's impact on the environment and human health at every phase to uncover opportunities to improve. We design products for circularity by avoiding and eliminating materials of concern, optimizing performance throughout the life cycle and for remaking, recovery, and end of life strategies. • Environmental Footprint Reductions: Since 2001, Steelcase's public goals are aimed at reducing our global environmental footprint. Thanks to teams of dedicated employees and our ISO 14001 Environmental Management System, we've made great strides in significantly reducing our VOC emissions, energy use, water consumption and waste output. • End-of-Use and Recycling Programs. Steelcase offers a variety of end-of-use asset redeployment solutions, such as: selling surplus assets in the secondary market through our extensive broker network; matching surplus assets with non-profit organizations; reclaiming value from assets that have reached their 'end-of-life' through recycling to best environmental practices; and composting/incinerating assets that have reached their 'end-of-life' as an alternative to landfill disposal when items do not have other viable means of redeployment. • Investing in our Local Environments: We work closely with community organizations to extend their offerings and further their impact. By focusing on initiatives that benefit our local environments--including partnering with schools to develop sustainability curriculum—we work to develop the next generation of scientists equipped to study and solve for the biggest design challenges facing our human and environmental ecosystems today. • Investing in Renewable Energy: We're investing in renewable energy equivalent to 100% of our global electricity consumption. We've also executed a 12-year VPPA for 25 megawatts of wind power, making up nearly half of Steelcase's renewable energy purchases and directly supporting the construction of a new clean energy facility and local jobs. • Environmental Footprint Reductions: Since 2001, Steelcase has had public goals aimed at reducing our global environmental footprint. We've made great strides in significantly reducing our VOC emissions, energy use, water consumption and waste output. • Sustainable Procurement Strategies: Helping our customers to succeed in their businesses and meet their sustainability goals is a driving force at Steelcase. We believe that providing the best solutions for our customers begins by ensuring they're the best solutions for our environment. That's why every step of the way – through design, manufacturing, delivery and product lifecycle – we consider the impact of our work on people and on the environment and uncover opportunities to make things better. Please see Additional Document T8.38 for more information, including our Corporate Sustainability Report.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Steelcase products and materials are certified to several third-party standards including: • BIFMA level® • Cradle to Cradle® • Forestry Stewardship Council (FSC) Certification • SCS Indoor Advantage™ • LEED certification • U.S. EPA Green Power Partnership Additionally, Steelcase has: • Over 45 Environmental Product Declarations • Evaluated over 1,800 materials in our product portfolio against more than 20 human and environmental health indicators • Designed for circularity which further optimizes performance throughout the life cycle and for remaking, recovery, and end of life strategies.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Steelcase is not a certified as WMBE, SBE, or veteran owned, we are committed to diverse channels around the world and our Supplier Diversity program has been in place since 1991. Our Supplier Diversity vision is to grow, develop, and retain our diverse businesses by creating the best supplier diversity program that surpasses the requirements of our industry and customers. We focus on promoting the growth and development of minority-owned, women-owned, service veteran-owned as well as service-disabled veteran-owned businesses and HUBzone in the United States by integrating them into our procurement process. We participate in trade shows, conferences, networking events, customer showcases and meetings of associations representing diverse businesses to share information and best practices. We hold regular supplier conferences to exchange best practices. We work with our suppliers to monitor and grow performance through a system of common metrics on a daily, weekly, monthly, and quarterly basis. In order to seek out and utilize diverse suppliers, Steelcase engages with a variety of organizations and maintain relationships with diverse business associations, as well as small business associations, including National Minority Supplier Development Council, Michigan Minority Supplier Development Council, Michigan Chamber of Commerce, Michigan Manufacturers Association, The Right Place, Inforum Michigan, Business Leaders for Michigan, The Grand Rapids Area Chamber of Commerce, and National Veteran-Owned Business Association. Please see WMBE/NBE/SBE or Related Certificates T8.40 for more information, including our Diversity Supplier Spend.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	One of the reasons our customers choose to do business with Steelcase is because they trust us. They trust our ability to translate research into workplace insights, perform at a consistently elevated level, develop products that meet evolving workplace needs, leverage our team to deliver great experiences and our willingness to assess ourselves critically for improvement opportunities. We are focused on creating a great experience for Sourcewell Members wherever work happens. We leverage our knowledge in the industry to grow and learn alongside our customers. By learning from our customers—what they value, what their pain points are, how they view the workplace—we can create a truly customized workspace that inspire and engage. Listed below are just a few ways Steelcase helps people perform better at work and why Sourcewell Members can trust Steelcase as a partner: Commitment to Research. Steelcase invests heavily in research, design and developmental activities to better understand the needs of individuals, teams, and organizations. Our global research is a combination of user observations, feedback sessions and sophisticated analyses. To expand and deepen our understanding of how people work, we maintain collaborative relationships with external world-class innovators, including leading universities, think tanks and knowledge leaders. These relationships and insights help us develop social, spatial and informational insights into work effectiveness for our customers. New Products + Enhancements. Our dedication to innovation and research is reflected in the ever-evolving intelligent design of our products and philosophies. Our portfolio continues to grow as we find new ways to support and positively impact the workplace. This investment has accelerated in the last two years, with over 80 new products, enhancements, and extensions added to our portfolio just last year. Some of our new product offerings include simpler workstations, ancillary and informal areas, and innovative products at a broader range of price points. Ancillary Spaces. Our journey in the ancillary market spans several decades. Over the years, we have designed our own products to fill and augment the in-between spaces throughout a workplace. We've also developed brands like Coalesse and Turnstone to response to growing ancillary needs. In the past few years we've established partnerships with other companies to increase the breadth of our offering, and we've acquired companies like Orangebox, Smith System, and AMQ to further enhance our portfolio. Continuing Education. Our Continuing Education Units (CEUs) are focused around our active learning principles, how universities can increase student engagement, and discovering ways to add value as it relates to space and applications. Developed for the architecture and design community—including firms and internal staff—CEUs can also benefit educators who are interested in active learning research. These courses are conducted in-person by a Steelcase employee who has achieved certification through a mandatory course and a mastery test. Applied Research + Consulting. Through a team of experienced of consultants, ARC brings deep knowledge to our customers and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; validation of how people work and interact with others—and their work environment; a co-created, integrated solution that supports the business direction; development of higher performing solutions; and employee and leadership buy-in for the proposed solution Workplace Tools + Resources. Through a combination of asking, observing, and creating experiences to bring a deeper understanding of the explicit, tacit, and latent needs to be uncovered. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of your organization and user needs. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs in place, posture, and control. For Sourcewell Members. With our research and insights about the workplace, we are able to deliver solutions that address real workplace challenges for Sourcewell Members. Through our combination of acquisitions, partnerships and internal product development, we have broadened our market and can provide Sourcewell Members greater choice and a supportive work experience. Please see Additional Document T8.41 for more information, including new product enhancements and an overview of our Applied Research + Consulting team.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Steelcase has the capacity, capability and willingness to service all provinces, local municipalities and any other qualifying Sourcewell Members in Canada, as long as the laws and statues allow for such a cooperative contract to be used by Sourcewell Member entities. As the largest furniture provider in the world, Steelcase offers the same extensive coverage in Canada as we do in the U.S. through our Steelcase sales force and authorized dealer network.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The Steelcase Limited Lifetime Warranty provides consistent coverage for both parts and labor for Steelcase products. Please see Warranty Information T9.43 for more information, including Steelcase warranty and the warranties for our partners.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The Steelcase warranty prorates warranty coverage regardless of shift usage. Steelcase doesn't limit warranty coverage to single shift only—and we offer 24/7 coverage. Please see Warranty Information T9.43 for our partner warranties and information regarding usage for their products.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In the Americas, Steelcase and our Dealers do not charge customers for labor or associated expenses. Steelcase reimburses the Dealer for travel and labor expenses. Steelcase will pass along any warranty with respect to Partner Products.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Certified technicians are available in all regions across the Americas and Canada. If a Sourcewell Member receives a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place for warranty service. To place a service request: 1. Call the servicing Steelcase dealer. 2. The servicing dealer will evaluate the defect and the product's manufacturing date to determine if it's covered under Steelcase Warranty Policy. The dealer will then contact Steelcase and explain the issue to the Order Fulfillment Team representative. 3. The servicing dealer submits a request for replacement product and/or parts to the Order Fulfillment Team representative. (Products, such as pneumatics cylinders, controls, lock cylinders, fasteners, hardware, screws, etc., are carried in service vehicles, so that any defects in these can be taken care of during one service call.) 4. Steelcase will provide the dealer with the product or replacement part. 5. The dealer will deliver and install the new product or part swiftly and at no charge to Sourcewell.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Steelcase Warranty does not cover other manufacturers' products. Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including Bolia, Emu, Carl Hansen, FLOS, Mitchell Gold + Bob Williams and others.	*
48	What are your proposed exchange and return programs and policies?	All Steelcase products are manufactured to your specifications and, therefore, are not subject to return. Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or your purchase order. Replacement orders for nonconforming products are processed immediately, and Steelcase expedites the shipment of replacement items to the location you specify.	*
49	Describe any service contract options for the items included in your proposal.	Please see our list of services in T2.8.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

50	What are your payment terms (e.g., net 10, net 30)?	The payment terms in place with our current Sourcewell/Steelcase contract will be extended to any new contract. The current agreement indicates: Invoicing and Terms of Payment. Invoices, inclusive of applicable sales or use taxes and/or surcharges will be issued by Dealer upon delivery of the Products/Services and will be paid within ten (10) days from the date of invoice. For Large Orders (as defined in Exhibit O), Members will be invoiced 40% at time of order placement, 50% at delivery and the 10% balance upon completion of installation. A service charge of 1 ½% per month (18% per annum) may be added to invoiced unpaid as of the due date. If partial delivery of an order is made, Member will make payment for products delivered and services provided. Dealer will invoice Member for shortages or replacement upon delivery of those items.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Steelcase Financial Services offers flexible and convenient financing and leasing alternatives to schools, government entities and other Sourcewell Members. Whether you are optimizing your cash flow, looking at your organization's complete strategy to create an interconnected workplace, or trying to figure out a way to best utilize your budget, Steelcase Financial Services can help. Our Financial Services team has flexible lease and financing options to meet your needs. You can plan to own the products or you can use the products now and decide later on whether you want to purchase or return them. We can also provide information on topics such as tax implications, trends, as well as an analysis of tactics like lease vs. buy. We offer flexible and convenient financing alternatives that let you create an inspiring workplace while conserving capital, preserving bank lines and reducing tax liabilities. We can offer Sourcewell members a variety of financing options, including capital leases, operating leases & short term leases. Wholly owned by Steelcase Inc., Steelcase Financial Services is the office furniture industry's only captive finance company. Steelcase Financial Services offers flexible financing and lease options to achieve unique customer goals. All of our plans come with advantages such as: • Fixed rates – your payment remains the same throughout the term. • Soft costs – we can include costs for design, delivery, and installation. • Easy add-ons – you can easily add product to your Steelcase Financial Master Lease. • Customized invoicing – you'll have a dedicated team that can customize your invoicing/billing by location, cost center, floor, etc. • Account access – account information online 24/7 that includes payment history summary, remaining payments, contract terms, invoices, and more. Some valuable benefits our customers find in Steelcase Financial Services are: • Conserving capital • Avoiding capital budget restraints • Protecting credit lines • Managing balance sheet • Gaining tax benefits • Maximizing purchasing power • Increasing flexibility • Workplace sustainability If you're looking to refresh your space or have the option for leasing, Steelcase Financial Services can fulfill those needs from two of their most popular options: Fair Market Value Lease	

		At the end of the lease term, purchase products for fair market value, renew the lease or return products to Steelcase Financial Services because you are either done using them or you are going to refresh your space with all new products. • Lease payment may be able to be deducted by lessee • May qualify for off-balance sheet, operating lease treatment for reporting purposes • Lower payment compared to a $1 Buy Out Lease $1 Buy Out Lease This popular ownership options includes: Depreciatio be claimed by lessee • Interest portion of lease payment may be able to be deducted by lessee • At the end of the lease term, purchase the products for $1.00 Steelcase also offers two furniture Membership models allowing for more frequent change of furniture to refresh your workplace: altSpace and Membership. altSpace is a Space-as-a-service solution in partnership with LiquidSpace. This model is a turnkey workplace solution for teams of 20-500+ employees. It bundles real estate, furniture, and technology through simple, monthly terms. altSpace also combines the privacy and personalization of a traditional office with the flexibility of a coworking space. Membership is a furniture-as-a-service solution and allows clients to subscribe to a number of furniture settings featuring the entire Steelcase Portfolio. With Membership, clients will find the option to change out 25% of subscribed settings every year for any reason. Once the initial design/installation fee is paid, the monthly subscription fee covers all subsequent charges. Additional terms and conditions include: • Term: 3-year minimum • Renewal: Steelcase and client will evaluate whether this works for both sides • Refresh: Option to refresh settings quarterly, and up to 25% of all subscribed settings annually • Cost to join: Initiation fee covers design + initial install • Ongoing cost: One all-inclusive monthly Membership fee • Purchase option: Option to purchase anytime. Pricing to be negotiated based on Membership length and furniture type. In addition, Steelcase makes Steelcase dealers aware of additional financing options available to Sourcewell Members via another Sourcewell competitively bid and awarded contract from National Cooperative Leasing. There is no ownership, common ownership, or control between Steelcase and National Cooperative Leasing. Please see Additional Document T10.51 for more information, including our financing and leasing options.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	When Sourcewell Members are ready to place an order for Steelcase products, their Steelcase participating dealer will accept and enter the order as the seller using their Hedberg Data System. Hedberg is integrated with Steelcase's business systems through EDI transactions that provide a constant, audited flow of your information. Through this system we provide you with electronic quotes, orders, invoices, reports, and more. Member shall initiate orders by sending to Steelcase Participating Dealer a written or EDI purchase order ("Order") containing the minimum required information listed below: • Member's order reference number. • Sourcewell Steelcase contract #	

- Sourcewell Member #
- Designation of products (e.g., style number) and/or services covered by the order
- Designation of surface materials
- Quantity ordered
- Price
- Requested delivery date
- "Ship to" address including contact name, dock information, etc.
- Billing address for invoices
- Any special shipping or handling requirements
- For Worktool products, specify "ship complete" unless split shipments are acceptable

Steelcase participating dealers and Steelcase will use their best efforts to comply with delivery dates requested by Member on orders. For large orders (see below for definition), Steelcase recommends that Members provide as much notice as possible to Steelcase participating dealer in advance of the order to reserve manufacturing capacity. Steelcase participating dealer shall acknowledge receipt of each order to Member, noting the acknowledged Steelcase ship and scheduled local delivery dates.

Member has the right to change or cancel any order by delivering written notice to Steelcase participating dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to Steelcase's commencement of production of such order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the order. In determining applicable charges for change or cancellation, each request shall be reviewed on an individual basis taking into consideration the complexity and the scheduled ship date. Steelcase participating dealer and Steelcase will endeavor to minimize any charges to Member as a result of a request for change or cancellation and will use commercially reasonable efforts to accommodate Member's requests for changes.

There is no guarantee that production schedules will be available to match requested changes. Steelcase shall identify any applicable charges at the time the change/cancellation request is received by Steelcase; and Member shall, at that time, determine if it wishes to proceed with such change/cancellation. No such charge shall exceed the invoice amount of the changed/cancelled portion of the order plus any Steelcase participating dealer-related costs (e.g., design) if applicable. In no event shall the change/cancellation charge(s) include any penalties to Member. The following are not subject to change or cancellation without charge once the order has been received by Steelcase: Special Products, Products using Customer's Own Material ("COM"), Partner Products, quick ship orders, Turnstone and service parts, Large Orders* imported Coalesse. *

Large Order – One quantity of Products to be shipped at one time to one location with a minimum list price value of:

- Steelcase Products (other than exceptions below).. USD 500,000 or equivalent
- Coalesse..... USD 75,000 or equivalent
- Turnstone, Steelcase Health..... USD 150,000 or equivalent

Changes and cancellations of Architectural Solutions products may be made, yet may result in additional charges and/or schedule adjustments after order has been placed with Steelcase or after shop drawings have been approved. Additional charges and schedule impact will vary depending on the complexity of the change and schedule impact. All questions relating to change order or cancellation must be made with your Steelcase participating dealer who will contact the project manager and the Steelcase on your order. Steelcase provides participating Steelcase dealers with an operation Playbook with instructional order procedures regarding Sourcewell Members orders.

Steelcase utilizes a participating facilities designation, loading and recognition procedure to verify compliance in recognizing and reporting for our Sourcewell contract. This acts as a formalized process reconcile our sales with the Sourcewell Membership list.

		Also, orders processed by Members with our dealers are to have the Sourcewell contract number noted and dealers are to then use quotes specific to Sourcewell, which ensures Members get the correct contract pricing. The Membership list provided by Sourcewell and our automated reporting system is the basis of how we designate, load and recognize Sourcewell sales. We download the Membership roster from Sourcewell's website and convert this into a usable file that can link to our internal reporting system, quotes, and unique site IDs each Member has. Our internal reporting team uses the converted file to match Members to the Sourcewell master quote and any quotes that are linked to the Sourcewell agreement through bilateral agreements and letters of commitment. The Sourcewell master quote and linked quotes are unique numbers that provide as accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use Sourcewell quote numbers to complete Member transactions. In addition, our reporting system deploys a matching algorithm which automatically matches member sites (every member as a unique site ID) to Sourcewell sales through our authorized participating dealers. In the event that we do find that an error was made and eligible sales were not reported, we will reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices. Please see Additional Document T10.52 for more information, including our order fulfillment process, order change and cancellation policy, Steelcase Playbook, and a list of Steelcase Authorized Dealers in the US and Canada.	
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Steelcase dealers take orders and process payment on this contract a a P- card may be negotiated between Member and Participating Dea	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing response is a "catalog discount by product category." This model is one in which product line discounts are provided and those discounts are used as a percentage off list pricing drop ship. List pricing for all parts and unit numbers for the products lines on the discount schedule are included in published Product Catalogs, which is submitted as a Price List PL190 with this proposal. The Member's total cost of acquisition is the drop ship product pricing and any services quoted. The proposal pricing submitted is based on our current Steelcase price list, PL190 which is in effect today. If awarded, we would propose to be on the current price list when announced nationally as it becomes effective. All the proposed product line discounts would remain the same. The discounts shown are based on drop ship delivery to the customer's designated location. Exceptions include Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), where additional freight charges apply and will be quoted upon request. Installation and other services are available from participating dealers per the rates submitted, subject to the terms and conditions in the attached discount schedule. Please see Pricing zip file for more information, including our pricing proposal.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As mentioned above in T11.54, our product pricing response will be a "catalog discount by product category." In order to provide the best pricing, we have provided product line discounts as a percentage off list drop ship, pricing by individual product line and balance of line categories for those products that are not listed individually or as exceptions and we have included Service Parts. For the products listed, our overall discount range is drop ship off our published list price and Service Parts at 35% off. The discount range by product line and services are shown in our pricing proposal found in the Pricing zip file.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Please see our discount schedule with tiered discounting levels that will provide a higher discount for large orders. Steelcase product category purchases as defined, may be combined to reach higher tiers and better discount on individual purchases. Complete terms and conditions related to this method of volume discounting are located on the discount schedule provided as part of our pricing proposal found in the Pricing zip file. Please note there are tiers of pricing noted for virtually all product line categories, meaning Sourcewell Members can negotiate better discounting than what is provided in the 3rd tier where appropriate. The proposed product discounting established by the Sourcewell discount schedule provided (in Pricing zip file) is also "ceiling pricing," meaning prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcewell Member. At no time may the proposed products/services be offered pursuant to this contract at prices above the ceiling price without approval by Sourcewell.	*

57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our method for facilitating “Sourced Equipment/Products and/or related Services” solutions as defined by the RFP document is to ensure that the Steelcase/Sourcewell contract includes as many Steelcase Inc. and partner product categories as possible. This alleviates the number of times in which a proposed solution includes products that are not listed on the existing Sourcewell contract. This simple strategy has served Sourcewell Members well over the past contracts. If and when, new products or related services become available during the term of the contract, Steelcase will submit a request for approval to add those items per the Sourcewell process and appropriate form(s). Additionally, there may be instances where a Member may need “Open Market Items” not on the Sourcewell contract. If the Open Market Items further provides a complete comprehensive solution to the Member, it may be quoted and sold along with the contract items/services to complete the PO. The dealer may supply a quote to include such Member request with the Open Market Item listed as such on a separate line item. No admin fee will be paid on Open Market items and Open Market Items will not be included in any reporting. Open Market Items are not to be quoted separately and associated with this contract.	*
58	Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	The “total cost of acquisition” is as stated in the proposed Sourcewell Discounting Schedule for products and related services provided as part of our response to question T11.54: Our pricing response is a “catalog discount by product category.” This model is one in which product line discounts are provided and those discounts are used as a percentage off list pricing drop ship. List pricing for all parts and unit numbers for the products lines on the discount schedule are included in published Product Catalogs, which is submitted as a Price List PL190 with this proposal. The Member’s total cost of acquisition is the drop ship product pricing and any services quoted. Over the past five years, Steelcase has provided a turnkey and complete furniture solution to all Sourcewell Members based on their specific situations. The structure of our offering is flexible so that our dealers can provide the best value and best solutions to meet their individual needs. The discounting structure is set up as a ceiling price on the product only on drop ship basis yet allows participating dealers to facilitate discussions about the scope of services at the best price. This flexibility, based on determining the scope of labor and services required, allows Steelcase dealers to provide the services appropriate to each Member and each project in providing a complete project with a total acquisition price. This method of providing complete solutions for each Sourcewell Member has proven to be very effective. With millions worth of business being sold through the contract in the past five years, we have not received any Member complaints related to a customer not receiving the value and the total cost expected. This speaks volumes on the success of the model in place as Sourcewell Member satisfaction is ultimately the best measure of our success with the contract.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Deliveries from Dealer to Sourcewell Members shall be FOB, Sourcewell Members Designated Location for Orders within the United States, and FCA, Sourcewell Members Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Sourcewell for Orders up to $200,000 list price. The service charge for Orders above $200,000 list price shall be negotiated.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipments to Alaska and Hawaii and the US Islands are shipped FCA factory; freight prepaid, and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are collect. For Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our global distribution network is unmatched in the industry. Our strategically designed network of manufacturing facilities, regional distribution centers (RDC) and business centers work together for the good of the customer through improved quality, cost, consistency and speed to market. For the US and Canada we utilize these optimally located RDCs. Distribution Centers 1. Grand Rapids, Michigan, U.S. 2. Hazleton, Pennsylvania, U.S. 3. Atlanta, Georgia, U.S. 4. Desoto, Texas, U.S. 5. Rancho Cucamonga, California, U.S. 6. Puyallup, Washington, U.S. 7. Aurora, Colorado, U.S. Our delivery routes cover more than 64 million miles each year, that's 250,000 each day, delivering to over 78,000 unique addresses around the globe. We strategically locate our regional distribution centers close to high density population areas, mostly where our customers are, so our routes are shorter which supports meeting our customers needs with high quality, on time deliveries. This results in over 150,000 Steelcase products delivered to our customers each day. This capability enables us to meet Sourcewell Member demands. Our agility within our data driven industrial model allows us to adjust so you don't have to. We're not perfect yet our network delivers complete shipments to our customers 99.93% of the time. Our global network and capabilities help us meet your needs and take care of the details at the same time. We believe we do this better than anyone. At Steelcase we care about the details. We focus on predicting, identifying and solving problems before they happen. Coupled with an intelligently architected global distribution network, nobody takes care of the details like Steelcase does. Here's a list of items we manage every day to help ensure we're taking care of the things that could impact you. • Weather Tracking • Traffic Analysis • Webcam Observation • News & Events Monitoring • Social Media Monitoring • Change Order Adaptability • Collaborative Problem Solving • Dynamic Routing • Predictive Delivery Reporting • Data Driven Decision Making Please see Additional Document T11.61 for more information, including a video of our distribution and global logistics capabilities.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	The pricing offered to Sourcewell is comparable to those offered to any other similarly situated GPO customer of Steelcase's, based on similar conditions such as timeframe, commitment/intent to purchase, product mix, delivery requirements, volume and service levels.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Steelcase utilizes a participating facilities designation, loading and recognition procedure to verify compliance in recognizing and reporting for our Sourcewell contract. This acts as a formalized process reconcile our sales with the current Sourcewell Membership list from the Sourcewell website. Also, orders processed by Members with participating Steelcase dealers are to have the Sourcewell contract number noted and dealers utilize competitive discount authorization quotes specific to Sourcewell, which ensures Members get the correct contract pricing. The Membership list provided by Sourcewell and our automated reporting system is the basis of how we designate, load and recognize Sourcewell product sales. We download the Membership roster from the Sourcewell website quarterly and convert this into a usable file linked to our internal reporting system, quotes, and unique site IDs for each Member. Our internal reporting team uses the converted file to match Members to the Sourcewell master and any related quotes to the Sourcewell agreement through bilateral agreements and letters of commitment. The Sourcewell master quote and linked quotes are unique numbers that provide as accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use the Sourcewell quote number to complete Member transactions. In addition, our reporting system deploys a matching algorithm which automatically matches Member sites (every Member as a unique site ID) to Sourcewell sales through our authorized participating dealers. In the event that we do find that an error was made and eligible sales were not reported, we will notify Sourcewell, reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices previously mentioned and listed below. At Steelcase, our core values are to: * Act with integrity. * Tell the truth. * Keep commitments. * Treat people with dignity and respect. * Promote positive relationships. * Protect the environment. * Excel.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The current Steelcase Sourcewell contract stipulates a 1% administrative fee payable to Sourcewell on a quarterly basis on contract product purchases. We propose the fee on the new contract be calculated at the existing 1% percentage on contract product purchases upon award of the contract payable to Sourcewell for facilitating, managing and promoting the Sourcewell contract.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	

65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell is an important key account at Steelcase, and Steelcase/Sourcewell success volume— as In order to report on usage numbers, deliver new insights and innovations, and discuss any topics of concern, we will engage a variety of reports and reviews to measure the success of—and hold Steelcase and our dealers accountable for—our relationship with Sourcewell Members. We propose to hold regular meetings with Sourcewell Members to discuss the above topics, and any additional discussions around what is working, what didn't work, and any lessons learned. These meetings can take form in the following ways: • Annual Business Reviews — A chance to review the past year's activities and plan for the coming year in person, we'll look contract volume, market segments, areas for process improvement, discuss recent product introductions and research, and conclude with a learning session on a mutually agreed upon topics. • Quarterly Business Reviews — During these meetings with key workplace stakeholders, we'll touchbase on project activities and proactively address any open issues. If there are any issues or concerns with dealer or Steelcase performance, we can discuss in detail here and approach potential ideas for improvement.	*

66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Steelcase products have long been recognized for their enduring quality. Part of the reason is that every one of our products is designed according to predetermined standards of manufacturability. These standards are developed by a multi-disciplinary team consisting of individuals from product development, manufacturing, quality assurance and manufacturing engineering. Along with having quality standards for manufacturing products, we maintain guidelines for testing, inspecting, and deliver products. Manufacturing Product quality inspections are conducted throughout the manufacturing process, such as: • Quality Acceptance Standards • Product Packaging Shipping Performance • Employee Qualification/Training • Vision Testing and Color Judgement • Purchase Part Release/Classification • Non-cyclical Standard Work • Process Qualification • Special Process Paint Steelcase has also implemented an Enterprise Excellence Assessment Program based on the Shingo Model for Operational Excellence that focuses on principles, behaviors and effectiveness in our journey to develop a culture focused on lean and continuous improvement. Testing + Certifications Steelcase performs internal audits to verify compliance with the requirements of our management systems and certifications that include ISO 9001, ISO 14001 and ISO 17025. All Steelcase-owned manufacturing operations around the world have ISO 14001 registered environmental management systems. This means our environmental management systems meet the requirements of the International Organization for Standardization and assures we have a systematic way of managing our impact and risk with methods that meet internationally accepted criteria. All Steelcase brand products are developed and tested to meet or exceed ANSI (American National Standards Institute) and BIFMA (The Business and Institutional Furniture Manufacturer's Association) and all applicable Underwriters Laboratories (UL) requirements. We provide a set of internal product performance standards far more stringent than those required by outside parties. For example, because we require that our products meet a variety of deflection requirements, we take measurements that aren't required by either ANSI or BIFMA. While BIFMA has 22 desk-testing procedures, Steelcase tests in over 120 ways to address corrosion, fade, stain, stability, safety, durability, functionality, ergonomics, environmental exposure, shipping/vibration and more. Order + Delivery Our approach to order fulfillment and project execution process is focused extensively on quality and risk mitigation. Before an order is sent to Steelcase, your dealer uses an audit process to provide a final check to all specification by a senior designer. Once audited, orders are sent electronically from the dealer to Steelcase, and each order is verified and acknowledged within 48 hours. Final prices and delivery dates are established and communicated to the team immediately. The Hedberg system also allows your dealer to manage product lead times electronically and proactively by individual product. Orders are not shipped unless they are of the finest quality and built to customer specifications. We also utilize a LASER (Lean After Ship Experience Rationalization) system for dealers to submit post-delivery issues and bring swift resolution to damage claims and other post-delivery issues.
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	Steelcase takes a holistic approach when designing workplaces. We consider people's sustained wellbeing which requires ergonomic support and comfort, eliminates distractions, inspires and rejuvenates, and makes people feel better while they're at work. By creating a workplace that brings together people, place and technology, organizations can give people choice and control over where and how they work — something that correlates directly with high workplace engagement and satisfaction. Our products and workspace applications give employees new ways to facilitate conversation and support different ways of working throughout the day. Our proposed products integrate and enhance collaborative spaces through: • Flexible kit of parts. The design and functionality of our products offer a distinct

advantage to futureproofing and provides the built-in flexibility to grow and evolve as a Member's company does.

• Consistent design language. The wide range of aesthetic options ensures integration into any environment—while optimizing real estate.

• Continuous improvements. Steelcase continues to enhance the features and capabilities of our products to ensure compatibility across product generations and changing workplace needs. As technology and user needs evolve, our products evolve, too. The investment our customers make serves them well because this solution grows alongside them, and all enhancements are backward compatible.

With our robust product portfolio and streamlined kit of parts, we can support a variety of workplace strategies, including collaborative spaces and open concept. And, when people are put at the core of the workplace, the open plan doesn't have to be a source of frustration. It can be a tool to help people and teams thrive.

When designing a collaborative, open, and resilient workplace for Sourcewell Members, we would consider the intentional combination of five spatial zones to accommodate and anticipate changing organization and employee needs. Those zones are:

• Nomadic - A destination for mobile workers to connect with others or find an appropriate space to focus. Products in this zone could be our Brody WorkLounge, which allows for shielded privacy in an open space, or FrameOne benching that meets varied and fast-changing requirements.

• Resident - Assigned spaces for workers to complete everyday tasks. Products in this zone could be our Migration and Ology Height-Adjustable Tables or a variety of our ergonomic task chairs.

• Resource – A convenient central location where Worktools and shared materials are available to everyone. Products in this zone could be our Universal Storage System or the Flex Mobile Cart to allow easily accessible storage and access to our suite of Worktools.

• Meeting – A variety of settings to support different forms of collaboration. Products in this zone could be media:scape that integrates technology and furniture to bring people together, or B-Free which creates spaces where people can easily connect and collaborate.

• Social – A comfortable area to socialize, rejuvenate, informally collaborate, focus and seek nourishment. Products in this zone could be our Campfire Lounge System or LessThanFive Chair.

In order to create spaces that are informal and inspiring, yet that also allow real work to get done, Members need to carefully consider design, materiality and performance. We offer more choices to help Members achieve the design aesthetic wanted. Our broad portfolio of brands and partners include over 1,000 products and endless options to fit different aesthetics, postures and price points.

And, because of our scale and experience, Steelcase can deliver:

• Product performance through our industry leading quality and warranty

• Operational performance with our streamlined specification, delivery and installation, and on-time performance in the US, Canada, and globally

• Application performance by taking into consideration privacy, postures, proximities, personality, productivity, and psychological comfort

At Steelcase, we employ user-based research to drive innovation in areas like these related to work, learning and collaborative spaces. We've studied many of these spaces to figure out what people and organizations need, and what works and doesn't work. It has to be the right combination of design, materiality and performance, so these settings aren't just nice to look at; they're hard working, too. And with our scale and fulfillment capabilities, working with us saves Members time and money.

Steelcase can help Sourcewell Members adapt to an open concept solution, and we're prepared to design a workplace that integrates people, place and technology with a focus on design, materiality, and performance. We've invested in and launched more new and enhanced product offerings to provide choices for informal areas, simpler open areas, and more collaborative spaces. We've also established product partnerships with other companies to further increase the breadth of our product offering on contract to Members for these spaces.

		To help simplify and manage all of these options, we've introduced Steelcase Marketplace. This tool helps aggregate all the products from the Steelcase family of brands, as well as Steelcase partner products, into one searchable tool. Steelcase Marketplace allows users to look for a specific product quickly and simply—and gives designers and Members more control over their choices. While the unique needs of each Member organization may differ, we recommend designing for wellbeing and creating an ecosystem of spaces to enable organizational resiliency. We are eager to connect with each Sourcewell Member to determine, design, and implement the best solutions for their workplace goals. Please see Additional Document T14.67 for more information, including a link to access Steelcase Marketplace and our research around collaborative spaces.
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Whether Sourcewell Members are seeking greater organizational growth, improved performance or enhanced engagement from employees or constituents, the workplace and work experience play important roles in reaching those goals. The process of helping people adopt and adapt to changes is an investment that will pay off in terms of both the work experience and organizational results. A key resource to enabling and supporting change in the workplace comes from our Applied Research + Consulting (ARC) team. This team brings deep knowledge to the Member organization and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; development of higher performing solutions; and employee and leadership buy-in for the proposed solution. The Steelcase approach to change management encompasses the four elements that must work together to achieve organizational ambitions: • Culture (norms and values) • Process (the way work gets done) • Tools (technology and other work aids) • Space (physical workplace) Focusing on Culture. There is an organizational and design challenge to meet business needs while also serving the needs of users and creating thoughtfully curated destinations. By involving Steelcase in the workplace journey of a Sourcewell Member, we can design an ecosystem of spaces that supports employee wellbeing, provides a range of destinations and technologies, and fosters the culture desired for the organization. With Steelcase and our Applied Research + Consulting team, we can help Sourcewell Members design and adapt a workplace that contributes to people feeling a sense of belonging and purpose—translating into trust of the organization and increased collaboration among colleagues. Our intentional and holistic approach considers not just the communication that occurs with explaining a change in the workplace, yet also how the change is part of the culture. A main component of ensuring a positive change management experience is for leaders to be engaged with their people. When employees see their leaders modeling values and behaviors in the workplace, culture can begin to take root and be a driving force in the work environment. By acknowledging that the transition will be challenging—and inviting employees into the process—everyone will feel more involved and engaged. Change Management. When Sourcewell Members make changes to their work experience, they will also need to make an intentional investment in the process for managing the change. A thorough process before, during and after the change will contribute to an experience that is positive for stakeholders and helps them adopt and adapt to the change. Steelcase's Applied Research + Consulting team can define and drive change through a Change Management consulting engagement. While each engagement is unique in order to support and enhance workplace culture and needs, some main steps often involved in bringing significant workplace change to fruition include: • Mapping the strategy • Appointing a team of leaders, managers, and change champions • Repeated messaging to stakeholders • Engaging relentlessly and meeting people where they are • Populating a pilot space • Developing protocols • Purging and packing with purpose • Attending to move-day details • Supporting changes in technology Our change management process is founded in research and gleaned insights from the field. We translate our learnings into something tangible and measurable for our

clients. Our leadership in research around work and the workplace gives us, and in turn Sourcewell Members, unparalleled knowledge about the work environment and how to leverage it for optimum results. We will use our experience transitioning organizations into new work environments and apply it to Sourcewell Members to deliver a successful and positive change.

Integrated Technology. The workplace needs to support a diverse range of postures and technology, as well as offer options for collaboration and privacy. By creating a workplace that brings together people, place and technology, organizations can give people choice and control over where and how they work — something that correlates directly with high workplace engagement and satisfaction.

Steelcase's insights into work, worker, and the workplace inform our product and application design. Products ranging from meeting tables with integrated technology and visual privacy screens to scalable sound masking systems and virtual wayfinding, we design technology products that seamlessly integrate in a work environment and support an employee's true potential.

Examples of integrated technology in the workplace include spaces that:

- Give remote colleagues a great experience so they can feel and act as if they are present in the room
- Help co-located team Members remain present and focused
- Feature easy to use technology that's smart and connected to not only their immediate team, yet also their organization
- Provide access to data so people can find colleagues and meeting rooms quickly
- Use technology to enhance the place and the experience

Through integrated technology and spaces that focus on individual and collaborative work, Sourcewell Members' real estate can become a space that promotes engagement and interaction. And, by ensuring the move-in process includes training in new hardware and software and instructs people on new systems, they will have an intentionally designed space that improves the experience people have working with technology.

Working with Sourcewell Members. Our tools and the steps in the program tailored to Sourcewell Members will serve and inform design and change management. To best leverage the wealth of workplace tools and knowledge—as well as maximize successful outcomes—we strongly urge you to include Steelcase and our dealer partners in the project as early as possible. We have experienced a strong correlation between early engagement and successful projects that exceed our clients' expectations with happy users on day one and afterwards.

Please see Additional Document T14.68 for more information, including about ARC Change Management process.

69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	Organizations need to ensure their culture is in sync with desired behaviors and perfor well- designed workplaces won't generate an optimal return on Through ongoing research and exploration of work, workers, and the workplace, we've uncovered design principles that help our customers create better outcomes. Work environments must be intentionally designed to support a user's evolving needs and wants. And while physical space can be a powerful took to shape the attitudes and behaviors that drive improved performance, we know that investing in place alone isn't enough. By partnering with Steelcase and our dealer partners, Sourcewell Members are gaining access to differentiated value through informed insights, analysis and engagement, and reach. We can help with: • Alignment of the workspace strategy, business strategy and desired behaviors • Validation of how people work and interact with others, as well as with their work environment • Co-create an integrated solution that supports the business direction and desired future work experience • Develop higher performing solutions from the perspective of real estate efficiency, space utilization and employee effectiveness • Transition from traditional work habits to new and agile ways of working • Employee and leadership buy-in for the proposed solution through Change Management. Sourcewell Members can also engage with Steelcase's Workplace Tools + Resources (WT+R), a team who brings a deeper understanding of the explicit, tacit and latent needs to be uncovered at the workplace. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of the organization and user needs. They also can offer concept reviews of applications that help Sourcewell Members visualize the ways Steelcase product can support your workplace needs in place, posture, and choice and control. Please see Additional Document T.14.68 for more information, including about Steelcase Workplace Tools + Resources.
70	Describe how your products are integrated or factor into a LEED certified facility.	Steelcase has helped our clients with hundreds of LEED building projects, and we have more than 10 LEED certified facilities around the globe. Thanks to this expertise, we can partner early in the design phase to provide guidance on the best applications and space design options. We can provide detailed product and project documentation to help Sourcewell Members meet the LEED credits they are pursuing. Almost all Steelcase products can contribute to LEED certification through a variety of ways, including materials and resources, ergonomics, social equity in the supply chain, innovation in design and low-emitting materials. Each product contributes differently as their materials and applications vary. Steelcase helps customers seeking LEED certification identify products and programs that can contribute to LEED criteria in the categories of Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation (Ergonomics Training, Sustainability Training, and Product Innovation). It is important to note that LEED does not certify products; consequently, they are not awarded LEED points. If certain LEED criteria are met, products may contribute to the credits that are awarded to the building project. Please see Additional Document T8.38 for more information, including our Product Environmental Profiles (PEPs). You may also access the PEPs via steelcase.com/resources/documents.

71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	Steelcase is the world's leading manufacturer of office environments. Inspired by over 100 years of insight gained serving the world's leading organizations, we design for a wide variety of customer needs through a comprehensive portfolio of architecture, furniture, technology and services. Our strategy is to grow by leveraging our deep understanding of the patterns of work, workers and workspaces to offer solutions for new ways of working, new customer markets and new geographies, which includes Sourcewell Members in all Sourcewell market segments. Steelcase takes our insights from user-centered research and delivers high performance and sustainable work environments to Sourcewell Members to meet and exceed expectations. We and our Steelcase dealers strive to be trusted partners to Sourcewell Members who seek to use space as a strategic asset using it as a tool to attract and retain talent while serving their constituents and employees. We strive to meet the diverse needs of Sourcewell Members while minimizing complexity by using a platform approach—from product components to common processes—wherever possible to provide integrated solutions. We serve Members primarily through approximately 400 Steelcase participating dealer locations who sell directly to Sourcewell Members according to the contract in their local marketplaces. Each of our dealers maintains its own sales force which is complemented by our sales representatives who work closely with our dealers throughout the selling process. We provide extensive tool and resources to our mutual sales organizations to support customer needs to help provide great experiences in work, learning and health environments which encompass these Sourcewell markets. We also constantly are training and working with Steelcase dealer sales and Steelcase representatives to grow and enhance their knowledge and understanding our Sourcewell contract, contract selling, Sourcewell Membership and the processes involved in serving Members in state/local Government, education, non-profit, markets. This increases our ability and proficiency to better serve while growing in these markets as well.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Financial Strength and Stability.pdf - Wednesday December 18, 2019 18:00:30
- Marketing Plan/Samples - Marketing Plan Samples.pdf - Thursday December 19, 2019 14:53:19
- WMBE/MBE/SBE or Related Certificates - WMBE_MBE_SBE or Related Certificates.pdf - Wednesday December 18, 2019 17:58:22
- Warranty Information - Warranty Information .pdf - Wednesday December 18, 2019 17:59:10
- Pricing - Pricing.zip - Thursday December 19, 2019 10:56:59
- Additional Document - Additional Document.pdf - Thursday December 19, 2019 14:48:15

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kevin Loubert, Industry Leader, State & Local Government Solutions, Steelcase Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

I have reviewed the below addendum and attachments (if applicable)

Pages –

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ADDITIONAL DEFINITIONS

For the purpose of this Agreement, the following definitions are agreed upon and may be used in both the singular and the plural without affecting their significance.

Designated Location– The physical delivery location as specified on Member's purchase order and acknowledged by Dealer.

Drop Ship – Pursuant to FCA (Incoterms®2010) and FOB (Uniform Commercial Code), freight is prepaid and pricing for Products includes delivery from the applicable Steelcase factory to the receiving dock of Member's Designated Location. For drop shipments, it will be Member's responsibility to inspect the Products upon delivery and report claims to Dealer within a reasonable time frame to ensure that proper claims procedures are followed in the event of damage.

EDI (Electronic Data Interchange) – A computer-to-computer transfer of business documents used for the transmission of purchasing documents such as purchase orders, modifications, and invoices.

Large Order – One quantity of Products to be shipped at one time to one location with a minimum list price value of:

Steelcase Products (other than exceptions below)	USD 500,000 or equivalent
Coalesse	USD 75,000 or equivalent
Turnstone, Steelcase Health	USD 150,000 or equivalent

List Price – The price set forth in Steelcase's published Price List.

Negotiate – Mutually agreed upon price to be arrived at between Member, Dealer, and Steelcase.

New Products – Products are considered new for a period of two years from the date on which they are first shipped in a particular market.

Order Size – One quantity of Product to be shipped at one time to one location.

Port of Embarkation – The port from which a vessel (ship or airplane) departs upon the start of a voyage when Product is exported.

Price List – A general term which covers a variety of specific naming conventions such as Specification Guides, Price Guides, Price and Product Manuals, Catalogs, and Electronic Catalogs (ECAT's).

Special Products – Products that are not available as such in Steelcase's standard Price Lists and require variations in design, i.e., dimensions, features, function, colors and/or other type of finishes, in order to meet customer specific requests.

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PRODUCTS AND PRICING

FOR DELIVERIES IN THE UNITED STATES AND CANADA

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Any Product list-price adjustment shall be effective upon a thirty (30) day written notification given to Member.

The price for Partner Products purchased under this Agreement shall be the current Price List in effect at the time the purchase order is placed, less the minimum discounts on identified Partner Products listed below.

Deliveries from Dealer to Member shall be FOB, Member's Designated Location for Orders within the United States, and FCA, Member's Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Member for Orders up to $200,000 list price. The service charge for Orders above $200,000 list price shall be negotiated.

Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase Dealer's location(s) are considered remote. Upon request, the dealer would provide a not to exceed estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay actual invoice of these items, upon verification of the fees.

Steelcase Products	Price List / Order Size (in CAD/USD) Discounts off List		
	Drop Ship		
	$1 - $50,000 List	$50,001 - $150,000 List	$150,001 list and above
Service Parts | Coalesse	35.00%	35.00%	35.00% or more*
Carl Hansen Seating/Tables	45.00%	47.00%	47.00% or more*
Hosu Lounge Seating	48.00%	50.00%	50.00% or more*
Lagunitas	48.00%	50.00%	50.00% or more*
Balance of Coalesse (other than Exceptions below)	48.42%	50.00%	50.00% or more*
Lessthanfive	48.42%	50.00%	50.00% or more*
Massaud Collection	48.42%	50.00%	50.00% or more*
Massaud Conference Collect	48.42%	50.00%	50.00% or more*
Montara650	48.42%	50.00%	50.00% or more*
Potrero415	48.42%	50.00%	50.00% or more*
Balance of Orangebox Acoustic Pods (other than Exceptions below)	42.75%	44.25%	44.25% or more*
Balance of Orangebox Other (other than Exceptions below)	42.75%	45.00%	45.00% or more*
Flow	40.00%	41.00%	41.00% or more*
Motif	40.00%	41.00%	41.00% or more*
Sans	40.00%	41.00%	41.00% or more*
Balance of Polyvision by Designtex (other than Exceptions below)	41.56%	44.21%	44.21% or more*
Service Parts | Steel	35.00%	35.00%	35.00% or more*
Brody Lounge Seating	43.00%	45.00%	45.00% or more*
Thread Floor Power System	43.00%	44.00%	44.00% or more*
media:scape	44.00%	45.00%	45.00% or more*
media:scape Lounge	44.00%	45.00%	45.00% or more*
Sylvi Lounge	44.38%	46.95%	46.95% or more*
Umami	45.00%	47.00%	47.00% or more*
B Free - Furniture	46.00%	48.00%	48.00% or more*
B Free - Seating	46.00%	48.00%	48.00% or more*
c:scape	46.00%	51.23%	51.23% or more*
Flex	47.00%	51.95%	51.95% or more*
Flex Had	47.00%	51.95%	51.95% or more*

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Steelcase Products	Price List / Order Size (in CAD/USD) Discounts off List		
	Drop Ship		
	$1 - $50,000 List	$50,001 - $150,000 List	$150,001 list and above
Ology Bench	47.00%	51.95%	51.95% or more*
Ology Desk	47.00%	51.95%	51.95% or more*
Wiesner Hager Nooi	47.50%	49.70%	49.70% or more*
Divisio Screens	47.72%	51.23%	51.23% or more*
Univ Privacy Screens	48.00%	53.61%	53.61% or more*
Sarto Privacy Screens	48.00%	53.00%	53.00% or more*
V.I.A. Lsg	48.10%	51.00%	51.00% or more*
V.I.A.	48.10%	51.00%	51.00% or more*
Irys	48.75%	50.00%	50.00% or more*
Pw Lsg	48.75%	50.00%	50.00% or more*
SILQ Seating	48.75%	52.74%	52.74% or more*
Adj Tables - Series 5	49.00%	50.00%	50.00% or more*
Adj Tables - Series 7	49.00%	50.00%	50.00% or more*
Bottomline Task Light	49.00%	50.00%	50.00% or more*
LED Linear	49.00%	50.78%	50.78% or more*
LED Personal Task Light	49.00%	50.00%	50.00% or more*
LED Shelf Light	49.00%	50.00%	50.00% or more*
Privacy Walls	49.00%	51.00%	51.00% or more*
Series Benches	49.00%	53.75%	53.75% or more*
Underline Task Light	49.00%	50.00%	50.00% or more*
464 Leap Work Lounge	50.00%	52.00%	52.00% or more*
FrameOne	50.50%	53.70%	53.70% or more*
475 Player	52.00%	54.00%	54.00% or more*
Migration SE Bench	52.00%	53.50%	53.50% or more*
cobi	52.00%	54.00%	54.00% or more*
i2i	52.00%	54.00%	54.00% or more*
Migration	52.00%	53.50%	53.50% or more*
Migration SE Desk	52.00%	53.50%	53.50% or more*
Verb	52.00%	55.00%	55.00% or more*
eno Accessories	52.00%	52.00%	52.00% or more*
Node	52.50%	54.50%	54.50% or more*
Node Health	52.50%	54.50%	54.50% or more*
487 Cachet Seating	53.00%	54.00%	54.00% or more*
490 Move	53.00%	54.00%	54.00% or more*
Gesture	53.00%	54.00%	54.00% or more*
QiVi	53.00%	54.00%	54.00% or more*
Groupwork	54.00%	57.00%	57.00% or more*
eno Whiteboards	54.00%	54.00%	54.00% or more*
Amia	54.50%	56.00%	56.00% or more*
Think - Task	54.50%	56.00%	56.00% or more*
466 Reply	54.88%	56.27%	56.27% or more*
Max Stacker III	57.00%	60.00%	60.00% or more*
Post & Beam System	57.00%	60.00%	60.00% or more*
Balance of Steelcase Steel (other than Exceptions below)	57.00%	60.00%	60.00% or more*
800 Laterals	57.93%	60.84%	60.84% or more*
900 Laterals	57.93%	60.84%	60.84% or more*
High Density Storage	57.93%	60.84%	60.84% or more*
Overfile Cabinets	57.93%	60.84%	60.84% or more*
Universal Bookcases	57.93%	60.84%	60.84% or more*
Universal Combination Cabinets	57.93%	60.84%	60.84% or more*
Universal Lateral Files	57.93%	60.84%	60.84% or more*
Universal Storage Cabinets	57.93%	60.84%	60.84% or more*
Universal Storage Laminate	57.93%	60.84%	60.84% or more*
Universal Towers	57.93%	60.84%	60.84% or more*

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Steelcase Products	Price List / Order Size (in CAD/USD) Discounts off List		
	Drop Ship		
	$1 - $50,000 List	$50,001 - $150,000 List	$150,001 list and above
Universal Wardrobe Cabinets	57.93%	60.84%	60.84% or more*
Universal Workstation Verticals	57.93%	60.84%	60.84% or more*
Universal Storage Acc.	57.93%	60.84%	60.84% or more*
200 Series Laterals	58.00%	62.00%	62.00% or more*
Adj Tables - Airtouch	58.00%	62.00%	62.00% or more*
Montage	58.00%	62.00%	62.00% or more*
Duo Storage for Answer	58.00%	63.25%	63.25% or more*
Univ System WKSF-Wood	58.00%	63.25%	63.25% or more*
Duo Storage for Montage	58.51%	60.50%	60.50% or more*
Duo Storage for Post & B	58.51%	60.50%	60.50% or more*
462 Leap	58.75%	59.75%	59.75% or more*
Kick	59.00%	62.00%	62.00% or more*
Kick Freestanding Casegoods	59.00%	62.00%	62.00% or more*
Avenir	60.00%	62.00%	62.00% or more*
TS Laterals	60.12%	62.38%	62.38% or more*
Answer Beam	61.00%	63.03%	63.03% or more*
Answer Fence	61.00%	63.03%	63.03% or more*
Standard Lighting	61.00%	64.50%	64.50% or more*
Utility Lighting	61.00%	64.50%	64.50% or more*
453 Criterion	61.00%	62.00%	62.00% or more*
Answer	61.00%	63.03%	63.03% or more*
Answer Freestanding Desking	61.00%	63.03%	63.03% or more*
Univ ITC/OTC Bins/Shelves	61.00%	63.03%	63.03% or more*
Univ Pedestals	61.00%	63.03%	63.03% or more*
Universal System Screens	61.00%	63.03%	63.03% or more*
Universal System Worksurface	61.00%	63.03%	63.03% or more*
Universal Tables	61.00%	63.03%	63.03% or more*
Akira Tables	48.41%	51.75%	51.75% or more*
Architectural Modular Power	51.18%	53.56%	53.56% or more*
FitWork	43.00%	44.70%	44.70% or more*
Kart Seating	48.41%	51.36%	51.36% or more*
Low Profile Floor	51.18%	53.56%	53.56% or more*
Pathways Power & Communication	57.21%	61.30%	61.30% or more*
Premium Whiteboard	49.36%	52.12%	52.12% or more*
QT Pro	51.18%	53.56%	53.56% or more*
RoomWizard 2.0	46.52%	46.52%	46.52% or more*
Runner Tables	48.41%	51.75%	51.75% or more*
Steelcase Series 1	55.62%	57.00%	57.00% or more*
TS Bins & Shelves	60.12%	61.75%	61.75% or more*
TS Fixed Pedestals	60.12%	61.75%	61.75% or more*
TS Large Storage Cabinets	60.12%	62.05%	62.05% or more*
TS Mobile Pedestals	60.12%	61.75%	61.75% or more*
TS Tower Too	60.12%	61.75%	61.75% or more*
TS Underworksurface Latera	60.12%	61.75%	61.75% or more*
TS Worksurfaces	60.12%	61.75%	61.75% or more*
Service Parts | Steelcase Health	35.00%	35.00%	35.00% or more*
Balance of Steelcase Health (other than Exceptions below)	45.00%	47.00%	47.00% or more*
Ainsley	45.00%	47.00%	47.00% or more*
Convey	45.00%	47.00%	47.00% or more*
Cura Seating	45.00%	47.00%	47.00% or more*
Davenport	45.00%	47.00%	47.00% or more*
Embold	45.00%	47.00%	47.00% or more*
Empath Recliner Seating	45.00%	47.00%	47.00% or more*
Exchange Tables	45.00%	47.00%	47.00% or more*

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Steelcase Products	Price List / Order Size (in CAD/USD) Discounts off List		
	Drop Ship		
	$1 - $50,000 List	$50,001 - $150,000 List	$150,001 list and above
Folio	45.00%	47.00%	47.00% or more*
Leela	45.00%	47.00%	47.00% or more*
Mineral Recliner Seating	45.00%	47.00%	47.00% or more*
Mobile Overbed Tables	45.00%	47.00%	47.00% or more*
Opus	45.00%	47.00%	47.00% or more*
Park	45.00%	47.00%	47.00% or more*
Pocket	45.00%	47.00%	47.00% or more*
Regard	45.00%	47.00%	47.00% or more*
Senza	45.00%	47.00%	47.00% or more*
Sonata	45.00%	47.00%	47.00% or more*
Surround	45.00%	47.00%	47.00% or more*
Sync	45.00%	47.00%	47.00% or more*
Tava	45.00%	47.00%	47.00% or more*
Waldorf	45.00%	47.00%	47.00% or more*
Service Parts | Turnstone	35.00%	35.00%	35.00% or more*
Balance of Turnstone (other than Exceptions below)	54.00%	57.00%	57.00% or more*
Balance of West Elm (other than Exceptions below)	49.00%	50.50%	50.50% or more*
Service Parts | Wood	35.00%	35.00%	35.00% or more*
Victor2	50.00%	51.83%	51.83% or more*
Mackinac	50.50%	55.00%	55.00% or more*
FlexFrame	52.00%	55.00%	55.00% or more*
Verlay	52.50%	54.57%	54.57% or more*
Currency	54.00%	57.00%	57.00% or more*
Payback	54.00%	57.00%	57.00% or more*
Sawyer	54.00%	57.00%	57.00% or more*
Elective Elements	54.88%	57.93%	57.93% or more*
Siento Seating	50.17%	52.94%	52.94% or more*
Balance of Wood (other than Exceptions below)	50.17%	52.94%	52.94% or more*
Service Parts | Worktools	35.00%	35.00%	35.00% or more*
Mobile Power	48.13%	51.22%	51.22% or more*
Balance of Worktools (other than Exceptions below)	49.00%	52.29%	52.29% or more*

Partner Products	Price List / Order Size (in CAD/USD) Discounts off Partner MSRP		
	Drop Ship		
	$1 - $50,000 Partner MSRP	$50,001 - $150,000 Partner MSRP	$150,001 Partner MSRP and above
Moooi Carpets	6.88%	9.76%	9.76% or more*
Moooi	6.88%	9.76%	9.76% or more*
Uhuru	6.88%	9.76%	9.76% or more*
Bolia	8.75%	10.98%	10.98% or more*
Mitchell Gold + Bob W.	18.75%	21.95%	21.95% or more*
Extremis	22.50%	24.39%	24.39% or more*
FLOS Lighting	6.25%	8.54%	8.54% or more*

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PRODUCTS AND PRICING (continued)

FOR DELIVERIES IN THE UNITED STATES AND CANADA (continued)

Smart + Connected Products	Price List / Order Size (in CAD/USD) Discounts off List		
	Drop Ship		
	$1 - $50,000 List	$50,001 - $150,000 List	$150,001 list and above
Workplace Advisor Hardware	33.33%	36.54%	36.54% or more*
Smart Connected Subscription	47.06%	50.00%	50.00% or more*
Live Map Setup	37.50%	39.63%	39.63% or more*

***Mutually agreed upon discount to be arrived at between Member, Dealer, and Steelcase. However, the discount to Member shall be no less than the discount in the preceding tier of that pricing category.**

EXCEPTIONS

- All Price Lists: New Products.
- Coalesse Price Lists: Arzu, Nanimarquina Collection.

OTHER

- Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
- Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
- For Canadian Orders, the list-dollar amounts will be converted into Canadian Dollars (CAD) using the exchange factor of the corresponding Price List, and the discount will be applied to the applicable Steelcase Canada Price List(s).

PARTNER PRODUCTS - A general term which includes third party products sold in accordance with this Agreement. Partner Products include: FLOS Lighting, Mitchell Gold + Bob Williams, Bolia, Extremis, Moooi, Uhuru.
Notwithstanding anything to the contrary, Product list-price adjustments for Partner Products will be made in conjunction with the price adjustments of Partner Products' manufacturers and are not subject to written notification to Member. The product selection evolves over time; availability is confirmed upon request at time of order. Any intellectual property related to Partner Products sold under this Agreement will be owned and retained by the manufacturer of such Products. Orders for Partner Products are not subject to change or cancellation without charge once the Order has been received. Steelcase will pass along any warranty with respect to Partner Products.

SMART + CONNECTED PRODUCTS – A general term which includes Steelcase's technology products which are geared towards workplace optimization and analytics. Smart + Connected Products include: Workplace Advisor Hardware, Smart Connected Subscription, Live Map Setup. Notwithstanding anything to the contrary, the terms and conditions of any master agreement which may result from this RFP will not apply to Smart + Connected Products. In order to activate any services related to the listed Smart + Connected Products, such Member must enter into a separate agreement with Steelcase.

APPLIED RESEARCH + CONSULTING - Through a team of experienced of consultants, ARC brings deep knowledge to our customers and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; validation of how people work and interact with others—and their work environment; a co-created, integrated solution that supports the business direction; development of higher performing solutions; and employee and leadership buy-in for the proposed solution. Notwithstanding anything to the contrary, Applied Research + Consulting will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

WORKPLACE TOOLS + RESOURCES - Through a combination of asking, observing, and creating experiences to bring a deeper understanding of the explicit, tacit, and latent needs to be uncovered. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of your organization and user needs. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs in place, posture, and control. Notwithstanding anything to the contrary, Workplace Tools + Resources will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

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DEALER SERVICES AND RATES

The rates below are subject to periodic rate increases, subject to prior written notification from Steelcase. Other terms may apply due to specific scope and will be quoted by the Dealer on a case-by-case basis. Rates are ceiling-based rates.

SERVICE FEES	RATES
UNION/PREVAILING WAGE INSTALLATION/REPAIR/DELIVERY	
Standard Straight Time, per hour*	Per Local Rates
Time and Half, per hour*	Per Local Rates
Double Time, per hour*	Per Local Rates
**Added Terms may apply, minimums, after hours, Sundays, holidays, etc.*	
NON-UNION WAGE INSTALLATION/REPAIR/DELIVERY	
Standard Straight Time, per hour*	$80.00
Time and Half, per hour*	$120.00
Double Time, per hour*	$160.00
**Added Terms may apply, minimums, after hours, Sundays, holidays, etc.*	
PROJECT MANAGEMENT/COORDINATION & DESIGN SERVICES	
Project Management/Coordination, per hour	$100.00
Field Verifications	$90.00 per hour
Floor Core locations	
Inventory of existing product in field	
Coordination of electrical	
Design Programming with schematic design	
Space Planning	
Occupancy Planning/CAD Drafter	
Test Fits	
Accessorizing	
Architectural Finish Selection	
Strategic Planning Services	$150.00
Reconfiguration of existing product with or without new product	$125.00
Furniture Renderings: depending on type requested	$150 to $600 each
Virtual Reality Simulation	Quoted to scope
WAREHOUSE & ASSET MANAGEMENT	
Storage	$5 per cubic ft per month
Asset Management	$90.00 per hour
Long Term Asset Management of products (per separate Agreement)	Quoted to scope
Ins and Outs	
On-Site Asset Management	
MOVE MANAGEMENT	
Decommissioning Services	Quoted to scope
Move Management Services	

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PRODUCTS AND PRICING (continued)

DEALER SERVICES AND RATES (continued)

SERVICE FEES	RATES
MAINTENANCE/REPAIR/REFURBISHING	
Maintenance* – Servicing accessories: locks, chairs, keyboards, monitor arms, etc. **Added Terms may apply, minimums, after hours, Sundays, holidays, etc.*	$80.00/hr. Std.Straight Time $120.00/hr. Time & Half $160.00/hr. Double-time
Maintenance* - Repair, Refinishing, Touch up, trim repainting; laminate trim/edge repairs **Added Terms may apply, minimums, after hours, Sundays, holidays, etc.*	$80.00-$130.00/hour Std. Straight Time Plus Travel
Fabric Cleaning*: seating and panel **Added Terms may apply, minimums, after hours, Sundays, holidays, etc.*	$35.00 each piece* Plus Travel
Seating fabric-guarding* (task, desk, and side chairs) **Added Terms may apply, minimums, after hours, Sundays, holidays, etc.*	$35.00 per chair* Plus Travel
Leather Seating Upholstery Cleaning	Quoted to scope
MISCELLANEOUS	
Supplier Personnel travel expenses	Member's Prior Approval
Disposal/Recycling	Quoted to scope

Travel expenses will be quoted extra.

Additional Services
Rates submitted for services are ceiling-based rates which will vary based on pricing variables such as varying site conditions, hours of installation, size of projects, and other factors. These rates are ceiling-based, and therefore we encourage Sourcewell Members to negotiate lower rates for these services on a project-by-project basis with authorized Steelcase Dealers, when more specific project information is known.

Union or Prevailing Wage
Where applicable, servicing Dealers will abide by union or prevailing wage rates and quote accordingly.

Customer Own Material ("COM")
Customer Own Material ("COM") includes fabric, laminates, and non-contracted ancillary products. COMs are allowed and may include an associated dealer mark-up and in some cases a freight charge, depending on the COM selected by the Member. COM mark-up will have a 35% ceiling.

Additional Charges May Apply For:

- Orders of an aggregate unit quantity, example of 1 - 10 chairs, desks, files, peds, etc. - CB $300 fee per delivery.
- Major Metro Markets and any non-ground floor installation: CB 1% - 3.5% of list product value
  - Major Metro Markets include large population centers and urban environments.
- Installation in a clinical/medical environment: CB 1% - 3.5% of list product value
- Special restrictions or limits established by local laws, ordinances, or the directions of the Member, including yet not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: CB 1% - 3.5% of list product value
- Installations outside normal service area, which is typically a 25-mile radius of the servicing dealer: CB 2% of list product value.
- Local Prevailing Wage and/or Union Labor Rates
- Any additional charges shall be quoted by the dealer and approved by the Member prior to performance of the work.
- "CB" = Ceiling Based

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PARTICIPATING DEALERS

LIST OF PARTICIPATING STEELCASE DEALERS

Participating Dealers as of the date of this Agreement are listed below. Additions to and/or deletions from this list may be requested at any time by Sourcewell. The most current listing of authorized Steelcase dealers can be consulted at WWW.STEELCASE.COM.

Sourcewell may add or delete an authorized dealer to participate in this Agreement at its discretion. In such event, Sourcewell shall provide a written notification to Steelcase. In the event that Sourcewell desires to add an authorized dealer, Steelcase will secure such authorized dealer's written acceptance of the terms of the Agreement. In the event of a deletion, such deletion will become effective thirty (30) days from receipt of Sourcewell's written notification.

Changes to this Exhibit [ ] need not be incorporated into a written amendment to the Agreement.

UNITED STATES:

CANADA:

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ORDERS - PROCEDURE; CANCELLATION AND CHANGES

A. Procedure

Member shall initiate orders by sending to Dealer a written or electronically transmitted (EDI) purchase order ("Order") containing the minimum required information listed below:

- Member's Order reference number.
- Designation of Products (e.g., style number) and/or services covered by the Order.
- Designation of surface materials.
- Quantity ordered.
- Price.
- Requested delivery date.
- "Ship to" address including contact name, dock information, etc.
- Billing address for invoices.
- Any special shipping or handling requirements.

Dealer and Steelcase will use their best efforts to comply with delivery dates requested by Member on Orders. For Large Orders, Steelcase recommends that Member provide as much notice as possible to Dealer in advance of the Order to reserve manufacturing capacity. Dealer shall acknowledge receipt of each Order to Member, noting the acknowledged Steelcase ship from factory and scheduled local delivery dates.

B. Cancellation and Changes

Member shall have the right to change or cancel any Order by delivering written notice to Dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to commencement of production of such Order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the Order.

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DELIVERY AND INSTALLATION PROVISIONS

Whenever delivery and/or installation is performed by Dealer, the following general provisions shall apply:

A. Labor Charges

Installation will be performed by an authorized Steelcase dealer and is based on delivery during normal working hours within the authorized Steelcase dealer's standard service area, utilizing non-union labor. Additional labor charges may result from the following, and shall be confirmed to Member in advance:

- Work performed outside of the normal working hours at Member's request.
- Delivery and Installation outside the standard service area, which is typically outside of a 25-mile radius from a servicing dealer.
- Use of union labor due to trade regulations.
- Installation of, or work in connection with, furniture lighting, HVAC, cabling, wiring, prewired panels, power hook-up and various electrical work.
- Work disruptions due to other trades, unions or subcontractors.

B. Special Markings, Packaging or Handling

If special markings, packaging or handling is requested by Member, it may be subject to additional charges.

C. Condition of Job Site

The job site shall be clean and free of debris prior to installation. Adequate facilities for offloading, staging, moving, and handling of Products shall be provided without charge by Member.

D. Job Site Service

Electric current, heat, hoisting and/or elevator service, and containers for the disposal of packing materials will be furnished without charge by Member.

E. Storage

In the event that physical delivery and/or installation are delayed at Member's Designated Location due to causes outside the control of Dealer or Steelcase, the Products will be stored at Member's expense. All charges related to the delay (e.g., storage costs, labor for loading and unloading) will be confirmed to Member by Dealer at the time of the delay. Invoices for Products placed into storage will be sent by Dealer to Member to be paid as if the Products had been delivered as scheduled.

After the Products arrive at the designated site, safe and adequate storage space will be provided by Member if immediate installation cannot be accomplished. If the space provided is inadequate, requiring excessive sorting or movement, a charge may be applied based upon agreement between Member and Dealer.

F. Assembly

Dealer's ability to assemble Products shipped knocked down or to attach, affix, or bolt in place movable Products is sometimes dependent on union jurisdictional agreements. If trade regulations in force at the time of installation require the use of union tradesmen or tradesmen other than Dealer's own installation personnel at the site, all resulting additional charges (e.g., the differential between union's or other tradesmen's hourly rate and the non-union hourly rate of Dealer's personnel) will be paid by Member.

G. Damage

Pursuant to the applicable Incoterm, any loss or damage to the Products by weather, other trades (such as painting or plastering), fire, or other elements shall be the responsibility of Member after the Products are delivered by Dealer; and Member agrees to hold Dealer harmless from loss for such reason. Notwithstanding the foregoing, however, any loss or damage to the Products caused by Dealer, its employees or subcontractors during installation shall be the responsibility of Dealer.

H. Insurance

During the term of this Agreement, Dealer and Steelcase will each maintain all applicable insurance coverage consistent with local insurance requirements and local practices, adequate to meet their liabilities under the Agreement; and Dealer's insurance shall be primary. Insurance certificates are available from Dealer or Steelcase

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upon request. Fire, tornado, flood, earthquake, windstorm, and other all risks insurance coverage and other applicable insurance at the site will be the responsibility of Member (including any deductibles thereunder).

END OF EXHIBIT C

EXHIBIT D

Region 4 Education Service Center (ESC)

Contract # R191803

for

Furniture, Installation and Related Services

with

Exemplis LLC

Effective: May 1, 2020

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

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

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 28 *, 2020 by and between* Exemplis LLC *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and
WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

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

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

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

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

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

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

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

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

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Exemplis LLC

Address: 6415 Katella Avenue

City/State/Zip: Cypress, CA

Telephone No.: 714-995-4800

Email Address: dcairo@exemplis.com

Printed Name: Patrick Sommerfield

Title: Vice President, Finance

Authorized signature:

Accepted by Region 4 ESC:

Contract No. R191803

Initial Contract Term May 1, 2020 to April 30, 2023

Margaret S. Bass

Region 4 ESC Authorized Board Member

4/28/2020

Date

Margaret S. Bass

Print Name

Carmen T. Moreno

Region 4 ESC Authorized Board Member

4/28/2020

Date

Carmen T. Moreno

Print Name



Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 14, Page 4	Product shall be shipped within 7 days of receipt of Purchase Order.	We ship our Products in 2, 5, or 10 business days. Plastic shell colors are available in 2 days to 3 weeks. Tablet arms require 3 weeks. Large orders or specialty/COM textiles may require additional lead time.	Acceptable

Exemplis

December 5, 2019

Region 4 ESC
Attn: Crystal Wallace; Business Operations Specialist
7145 West Tidwell Road
Houston, Texas
77092

Re: Request for Proposal # 19-18 ; Furniture, Installation and Related Services

Dear Ms. Wallace,

Please let this Letter serve as Exemplis LLC's notification to respond to the Region 4 ESC Request for Proposal # 19-18 ; Furniture, Installation and Related Services. We are excited to participate in this Solicitation and to the possibility of receiving a new Contract Award from Region 4 ESC.

Exemplis LLC confirms we are in complete understanding with the requirements set forth in this RFP by Region 4 ESC and OMNIA Partners. Exemplis LLC, through our extensive authorized dealer network, will provide the products and services as defined in this RFP. Our 200+ Sales Team members and 2,000+ authorized dealers are located throughout the nation and able to promptly assist Region 4 ESC and OMNIA Partners members with any quote, product description, sample, or warranty request. Our unique build-to-order manufacturing model allows us to create beautiful and reliable products and ship them in 2, 5 or 10 days.

Exemplis LLC is meeting the growing demand for custom, build-to-order office furniture, including seating, lounge, benching, tables, and sit/stand solutions. We design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for government, education and office environments. Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture.

Exemplis LLC offers three broad and innovative product brands to our customers: SitOnIt Seating, IDEON Soft Seating and Symmetry Office.

- Our SitOnIt Seating Product Brand offers task, executive, conference, guest, stacking, nesting, and cafe/task stool seating.

- Our IDEON Soft Seating Product Brand offers lounge seating, modular seating, benches, ottomans and occasional/cube tables. Our extensive line of tables for hospitality and public spaces is listed within our IDEON Soft Seating Price Guide.

- Our Symmetry Office Product Brand offers benching, tables, storage units, sit/stand solutions and office furniture ergonomic accessories.

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714 995 4800
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Exemplis LLC Contact Information:

- 6415 Katella Avenue
  Cypress, California
  90630
  Phone: 714-995-4800
  Fax: 714-995-4855
  E-mail: dcairo@exemplis.com

Attached to our Bid Response, you will find the following Documents completed by Exemplis LLC:

- Addendum 1 Acknowledgement
- Tab 1 – Offer and Contract Signature Form (Appendix A)
    - Terms and Conditions Acceptance Form (Appendix B)
- Tab 2 – Product/Pricing Document (Attachment 1)
    - Exemplis LLC Warranty Policy (Exhibit A to Attachment 1)
- Tab 3 – Performance Capability Document (Attachment 2)
    - Principal Procurement Agency Certificate (Exhibit D)
    - Federal Funds Certifications (Exhibit F)
    - New Jersey Business Compliance (Exhibit G)
        - Ownership Disclosure Form (Document #1)
        - Non-Collusion Affidavit (Document #2)
        - Affirmative Action Affidavit (Document #3)
            - New Jersey Certificate of Employee Information Report
        - Political Contribution Disclosure Form (Document #4)
        - Stockholder Disclosure Certification (Document #5)

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- Certification of Non-Involvement in Prohibited Activities in Iran (Document #6)
- New Jersey Business Registration Certificate (Document #7)

- OMNIA Partners - Response for National Cooperative Contract (Exhibit A to Attachment 2)
  - Exemplis LLC Dunn & Bradstreet Report (Appendix 1 to Exhibit A)
  - Exemplis LLC Social Responsibility Report (Appendix 2 to Exhibit A)
- Financial Letter of Good Standing (JPMorgan Chase Bank) (Exhibit B to Attachment 2)

- Tab 4 – Qualification and Experience Document (Attachment 3)
  - Customer References (Exhibit A to Attachment 3)
  - Authorized Dealer List (Exhibit B to Attachment 3)
- Tab 5 – Value Add (Attachment 4)
- Tab 6 – Additional Required Documents (Appendix C)
  - Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Document #1)
  - Antitrust Certification Statements (Document #2)
  - Implementation of House Bill 1295 Certificate of Interested Parties (Document #3)
  - Texas Government Code 2270 Verification Form (Document #4)
  - Special Conditions (Document #5)
  - Questionnaire (Document #6)
    - Diversity Programs & Diverse Vendor Certification Participation (Exhibit A to Questionnaire)

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- The following Price Books (in searchable PDF format) are included on our two enclosed Flash Drives:
    - September 16, 2019 SitOnIt Seating Price Book
    - September 16, 2019 IDEON Soft Seating Price Book
    - September 16, 2019 Symmetry Office Price Book

Please find our Response in the following formats:

- Two original hard copies of our Response
- Two Flash Drives without Proprietary Information (each with our Completed Response and Price Books)

Please let me know if you have any questions at all. We thank you again for the opportunity to bid on this RFP and look forward to continuing our strong partnership with Region 4 ESC and OMNIA Partners in the near future.

Best Regards,

Derek A. Cairo, JD
Manager, Contracts
Exemplis LLC
Phone: 714-995-4800
Fax: 714-995-4855
Email: dcairo@exemplis.com

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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-18

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Furniture, Installation, and Related Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Furniture, Installation, and Related Services 19-18 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Addendum No. 1 is hereby issued as follows:

CLARIFICATIONS:

1. The changes being made to this RFP are being made to add Appendix C Documents #5-7 in order to fulfill FEMA requirements. While it is not expected that the services outlined in this RFP would be utilized in a disaster recovery or emergency situation, Region 4 ESC is including language should it be needed.

CHANGES TO THE RFP:

1. Remove Appendix C, Additional Required Documents, and replace with the version attached to this Addendum No. 2. This is the Appendix C that should be used for this solicitation and submitted as part of the Offeror's proposal.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name Exemplis LLC

Contact Person Patrick Sommerfield; Vice President, Finance

Signature

Date December 5, 2018

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Exemplis LLC

Address: 6415 Katella Avenue

City/State/Zip: Cypress, CA

Telephone No.: 714-995-4800

Email Address: dcairo@exemplis.com

Printed Name: Patrick Sommerfield

Title: Vice President, Finance

Authorized signature: _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 1
Products/Pricing

i. Exemplis LLC's proposed discounting is based on a percentage discount off of our list pricing included in our Price Books for our three Product Brands: SitOnIt Seating, IDEON Soft Seating, and Symmetry Office.

Exemplis LLC's proposed discounting will be identical for the following Categories applicable to our Product Lines:

- Freestanding furniture
- Seating/Chairs
- Soft Seating
- Filing Systems, Storage, and Equipment
- Technology Support Furniture
- Library Furniture
- Cafeteria Furniture
- Educational Office Furniture
- Career/Technical Education Furniture
- Related Products, Support Services, and Solutions

ii. The following Price Books are included on our two enclosed Flash Drives:

- September 16, 2019 SitOnIt Seating Price Book
- September 16, 2019 IDEON Soft Seating Price Book
- September 16, 2019 Symmetry Office Price Book

The Price Books contain the manufacturer part number, product description, and list price. Our Price Books do not include net pricing. Net pricing can be calculated using the proposed discounting.

Our list pricing shall not exceed what is stated in our Region 4 ESC-approved Price Books.

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iii. Exemplis LLC proposes the following volume discounting to Region 4 ESC. The volume discounting is based off of list price:

- Dock Delivery Discount: Exemplis LLC's Product(s) are delivered to the Region 4 ESC Member's loading dock. The Region 4 ESC Member is responsible for unloading the Product(s).
    - Tier Discount:
        - Tier 1: $1 - $50,000: 54% Discount
        - Tier 2: $50,001 - $100,000: 56% Discount
        - Tier 3: $101,001 - $250,000: 58% Discount
        - Tier 4: $250,001 + : Negotiable
- Inside Delivery Discount: Exemplis LLC's Product(s) are delivered to the Region 4 ESC Member's loading dock. The driver moves the Product(s) into the Region 4 ESC Member's building but does not handle installation.
    - Tier Discount
        - Tier 1: $1 - $50,000: 52% Discount
        - Tier 2: $50,001 - $100,000: 54% Discount
        - Tier 3: $101,001 - $250,000: 56% Discount
        - Tier 4: $250,001 + : Negotiable
- Delivered & Installed Discount: an authorized dealer shall manage the delivery, installation, and trash removal for Exemplis LLC's Product(s) purchased by a Region 4 ESC Member.
    - Tier Discount
        - Tier 1: $1 - $50,000: 50% Discount
        - Tier 2: $50,001 - $100,000: 52% Discount
        - Tier 3: $101,001 - $250,000: 54% Discount
        - Tier 4: $250,001 + : Negotiable

Exemplis LLC proposes the following ranges for services and solutions:

- Basic Installation - Normal Hours : $25 - $40
- Basic Installation - After Hours : $35 - $55
- Expanded Installation - Normal Hours : $25 - $40
- Expanded Installation - After Hours : $35 - $55

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- Design Services : $50 - $75
- Project Management : $25 - $40
- Asset Management : $15 - $30
- Refurbishment : $30 - $50
- Storage (Fixed Monthly Rate) : $150 - $2,000

iv. Please see definitions above in Section iii.

v. Exemplis LLC Warranty

Exemplis LLC warrants to the original customer that the product(s) will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week). Exemplis LLC will repair or replace with a comparable part or product, without charge to the original purchaser, only defective parts or products found defective during the warranty period. If requested by Exemplis LLC, the original customer will return the part or product for review with freight or other shipping charges prepaid by Exemplis LLC. This warranty shall be effective for the applicable time period beginning from "date of manufacture" as shown on the manufacturer label underneath each product.

Time Frames & Products	Structural Parts Arm Pads, Arms, Mechanisms, Cylinders, Etc.	Manufactured Parts Upholstered Parts, Foam, Knit, Mesh, Plastic Shells
All Exemplis LLC Products (exceptions below)	Lifetime	5 years
Amplify, Torsa, Novo, Wit	12 years in 24/7 use or Lifetime under standard use	5 years
Chairs with HD Upgrade	10 years	2 years
All IDEON Soft Seating and Tables	12 years	5 years
Power Modules and Electrical Components	5 years	Not Applicable
All Symmetry Office Products (exceptions below)	Lifetime	Not Applicable
Captiva, Largo, Ocala, Bent Legs, Trapezoid, Twisted, Straight, Monitor Arms	12 years	Not Applicable
Prise, Flow 2.0, Skyway	10 years	Not Applicable
Switchback, Voyager	7 years	Not Applicable
Clarity, All Filing Products	5 years	Not Applicable
Dividers	5 years	5 years
Keyboard Trays, Mouse Pads, Wrist Rests	1 year	Not Applicable

Exemplis LLC shall pay for all pre-approved labor costs.

Exemplis LLC has a Warranty Department staffed with fifteen Warranty Specialists to quickly and effectively assist our customers with any warranty-related claims and questions. Exemplis

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LLC, as the manufacturer, manages all communication between the dealer and customer. Either Exemplis LLC or an Authorized Dealer will handle all warranty returns and/or on-site repairs at no cost to Region 4 ESC.

Stated below, please find the direct links to Exemplis LLC's Warranty Policy for all three of our Product Brands. In addition, please find hard copies of our warranty attached to this Attachment 1 as Exhibit A to Attachment 1.

- SitOnIt Seating:
  - http://www.sitonit.net/content/dam/exemplis/downloadslisting/misc_downloads/soi_ideon_warranty.pdf.download
- IDEON Soft Seating:
  - http://www.ideondesign.com/content/dam/exemplis/ideon/downloadslisting/misc_downloads/soi_ideon_warranty.pdf.download
- Symmetry Office:
  - http://www.symmetryoffice.com/sup_files/Warranty%20Policy.pdf

vi. Return and Restocking Fees

Authorization for returns must be requested from and approved by Exemplis LLC prior to the return of the merchandise. Returns are subject to a restocking charge equivalent to 40% of the net order plus freight. Unauthorized returns will not be accepted by Exemplis LLC.

vii. Additional Discounts & Rebates

Exemplis LLC's current tiered structure incentivizes Region 4 ESC Members with additional discounting for larger volume projects. In addition, we allow Region 4 ESC Members to "bundle" smaller projects over a designated time period to receive a deeper discount tier based on total volume.

- Volume tier structure for all Exemplis LLC Brands
  - Tier 1: $1 - $50,000
  - Tier 2: $50,001 - $100,000
  - Tier 3: $100,001 - $250,000
  - Tier 4: $250,001 +

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The national cooperative purchasing contract space is highly competitive for furniture manufacturers. Often times we extend deeper discounting to assure winning a project. As a result, customers benefit from the competitive and aggressive landscape.

Bi-Annual Customer Promotions (typically last 3 months)

- Exemplis LLC will run a Summer Sales promotion, which includes additional discounting for the customers (for example: an additional 3% discount off net price for Region 4 ESC Members). Historically, our promos were a great success for both parties.

viii. Verifying Contract Pricing

Exemplis LLC's sales force and authorized dealer network will be informed of the contract details immediately upon a potential Contract Award. We will hold webinars, release e-mail blasts, and distribute key contract information sell sheets to our nationwide sales team within the first 90 days of Contract Award. This will ensure Region 4 ESC Members will receive accurate contract pricing utilizing the approved price books.

Our distribution partners use sophisticated specification software tools like Giza, CAP, 20/20 and our Chairbuilder/Productbuilder tool to generate bill of materials, spec sheets and quotes/proposals. The Chairbuiler/ProductBuilder tool can found on our customer-facing web-sites (www.sitonit.net ; www.ideondesign.com ; www.symmetryoffice.com). These quotes will usually have a product description, full model number, list price, contract discount and net price. The model numbers and pricing can be independently verified by using the commercial price guide and applying contract discount or by using our Chairbuilder/Productbuilder tool and then apply the contract discount.

All purchase orders from Region 4 ESC Members shall be issued to our authorized dealer network. The authorized dealer would then issue a purchase order to Exemplis LLC. The purchase order must identify a unique "Terms Variance Number" directly associated with this Contract and discounting structure. This will ensure the correct discounting and price book have been applied to qualified purchase orders.

Region 4 ESC Members shall be able to verify and audit pricing by visiting Exemplis LLC's web-landing pages on our public-facing websites. These web-landing pages will include:

- Approved price books
- Contract discounting
- Contract number
- Contract term
- Approved products
- Other related contract information

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ix. Payment Methods

- EFT
- ACH (Electronic Check or Debit)
- Wire Transfer
- Credit Cards will be accepted with a 3% processing fee

x. Exemplis LLC implements price increases based on commodity/supply chain, medical costs and benefits, and unanticipated inflation and national/international economic events. On average, Exemplis LLC implements one price increase a year.

Exemplis LLC will not change our proposed discounting to Region 4 ESC during the term of potential Contract.

xi. Exemplis LLC launches the greatest number of new and innovative Products when compared to other office furniture manufacturers. We released 28 new Products in 2019 and will release 34 in 2020. When introducing new Product(s), we will submit the request to Region 4 ESC for approval. All new Products will receive the same contract discount off list price.

xii. Additional Information:

Exemplis LLC offers several support services to our customers (at no cost), including:

- Space planning/spec writing/budget estimation tools & services
- Provide sample mock-ups for customer evaluations
- ChairBuilder: our online quote generator designed to specify and visualize SitOnIt Seating and IDEON Soft Seating products on the go or on the spot. Customers can product a list price, complete with part number, with several easy clicks.
- ProductBuilder: our online quote generator designed to specify and visualize Symmetry Office products on the go or on the spot. Customers can product a list price, complete with part number, with several easy clicks.
- Our award-winning Customer Experience Team empowered to swiftly resolve issues and provide our customers with a positive experience.

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Exhibit A to Attachment 1

WARRANTY

WARRANTY PERIODS:

Exemplis LLC, d.b.a. SitOnIt Seating and IDEON (hereafter referred to as the Company), warrants to the original end user that this product will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week) for the following warranty periods:

Lifetime Warranty Coverage:

- All SitOnIt Seating products, except where noted below.

12-Year Warranty Coverage:

- Amplify, Torsa, Wit and Novo used in multi-shift (24/7) applications.
- All IDEON seating and tables.

10-Year Warranty Coverage:

- Non-Stop Heavy Duty, Freelance Bariatric, and chairs purchased with a Heavy Duty ("HD") or Large and Tall ("LT") option used in multi-shift (24/7) applications.

5-Year Warranty Coverage:

- Fabric, foam, knit back, mesh and plastic.
- Power modules and electrical components

2-Year Warranty Coverage:

- Fabric and foam cushioning for Non-Stop Heavy Duty, Freelance Heavy Duty and chairs purchased with a HD or LT option.

THE COMPANY DOES NOT WARRANT

- COM/COL textiles
- Product abuse or misuse
- Failure resulting from normal wear and tear
- User modification of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions and/or have been subject to improper storage
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

The Company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

For products purchased on or after August 1, 2012, the Company shall pay for all labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit to an active Company account.

There are no other warranties, expressed or implied, other than those specifically described, including, without limitations, any implied warranty or merchantability or of fitness for a particular purpose. The Company will not be responsible for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

The Company will advise you of the procedure to follow when making warranty claims. Call the Company at the number below to explain the defect. Give your name, address and telephone number. Please be prepared with the model number and sales order number found under the seat of the chair.

SitOnIt Seating: (888) 274-8664 **IDEON: (877) 994-3366**

Symmetry Office Limited Warranty

Symmetry Office warrants to the original end user that this product will be free from defects in its material and workmanship. The warranty covers material and manufacturing defects for a limited time frame with certain exceptions. The time frame specified for the applicable product can be found on the individual product page of the applicable product at www.symmetryoffice.com The time frame is effective from the date found on your order acknowledgement.

LIFETIME WARRANTY COVERAGE:

All Symmetry office products, except where noted below.

12-YEAR WARRANTY COVERAGE:

Benching, Tables and Height Adjustable Tables:

- Captiva 12yrs for Bases
- Largo 12yrs for Bases
- Ocala 12yrs for Bases
- Bent Legs 12yrs
- Trapezoid 12yrs
- Twisted 12yrs
- Straight 12yrs

Monitor Arms

- Unity Series 12yrs
- King Cobra Series 12yrs
- Allure Series 12yrs
- Value Series 12yrs

10-YEAR WARRANTY COVERAGE:

Benching, Tables and Height Adjustable Tables:

- Prise 10yrs on Electrical Components
- Flow 2.0 10yrs on Electrical Components
- Skyway 10yrs on Electrical Components

7-YEAR WARRANTY COVERAGE:

Benching, Tables and Height Adjustable Tables:

- Switchback 7yrs on Electrical Components
- Voyager 7yrs on Electrical Components
- Clarity 5yrs on Electrical Components

5-YEAR WARRANTY COVERAGE:

Filing

- All filing products have a 5yr warranty

Power Components

- Power Strip 5yrs

Dividers

- 5yrs - Standard textiles (not to exceed the original manufacturer's warranty), finishes, tacking surface of tack boards, and writing surface of whiteboards

1-YEAR WARRANTY COVERAGE:

Keyboards Trays

- Mouse pads and wrist rests have 1yr warranty

THE COMPANY DOES NOT WARRANT

- Customers Own Materials (COM)
- Product abuse or misuse or negligence in misuse
- Failure resulting from normal wear and tear
- Products that have been modified or altered and any attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions such as water damage or fire and/or have been subject to improper storage
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

The Company will, at its option, repair or replace with a comparable product, without charge to the original purchaser, only defective products or parts reported as defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INJURIES OR DAMAGES ARISING FROM USE OF THE PRODUCT. This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase. The Company shall pay for all labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit to an active Company account. This is an EXCLUSIVE LIMITED WARRANTY. There are no other warranties, express or implied, including, without limitation, any implied warranty of merchantability or of fitness for a particular purpose. The Company will not be responsible for incidental, consequential, special, or indirect damages. The purchaser is responsible for determining suitability for its intended use. The Company disclaims any liability for defects, loss of use, or claims or injuries arising out of the incorrect choice of product for particular usage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state. The Company will advise you of the procedure to follow when making warranty claims.

To file a warranty claim, email qc@symmetryoffice.com and provide the following information:

- Contact name
- Contact phone number
- Sales Order Number/ Purchase Order Number
- Ship to Address
- Description of Problem
- Description of Troubleshooting Steps Taken
- Attach Pictures, Videos showing the issue

Any items to be returned under warranty claim must receive prior approval from the warranty department as evidenced by either assigned Return Material Authorization (RMA) Number or RMA document.

Any replacement orders where an RMA number is issued, must have the defective product returned within 60 days of receipt. Otherwise, the consumer will be responsible for the replacement order invoice since the defective item was unable to be evaluated for defects.

ADDITIONAL INFORMATION

BENCHING, TABLES AND HEIGHT ADJUSTABLE TABLES

Please note that power components on a height adjustable table include: Hand Controls, Motors, Control Boxes, and Electrical Cables.

POWER COMPONENTS

Power components are defined as any power unit with electrical outlets and/ or USB/Data connections, connector jumper cables for daisy chain and infeed's for hardwire applications.

MONITOR ARMS

Weight capacity of the arms must be followed. If an arm is not functioning properly because of the weight of the monitor is outside of the advertised weight capacity, the monitor arm will not be considered defective under the warranty.

FILING

This warranty does not cover damage from ordinary wear and tear, including paint finish changes and/ or discoloration resulting from aging or exposure to light.

DIVIDERS

Standard textiles (not to exceed the original manufacturer's warranty), finishes, tacking surface of tack boards, writing surface of whiteboards

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Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 2
Performance Capability

i. Exemplis LLC has included a detailed response to the "Response for National Cooperative Contract (OMNIA Partners)" in Exhibit A to this Attachment 2.

ii. If awarded a Contract, Exemplis LLC will sign the OMNIA Partners Administration Agreement.

- Exemplis LLC does not have any exceptions to the OMNIA Partners Administration Agreement.

iii. Exemplis LLC has included the completed Principal Procurement Agency Certificate, Federal Funds Certifications, and New Jersey Business Compliance Forms in our Request for Proposal Response.

iv. Exemplis LLC's entire manufacturing platform is built on speed and being able to manufacture all orders in 2, 5 or 10 days. If an order needs expediting, our dedicated Customer Experience Team will walk the order through the Supply Chain Team and move it up in the production schedule. If requested from a Region 4 ESC Member, our Logistics Team will use an expedited freight service to allow for quicker delivery. The cost for this expedited freight service will be negotiated on a per order basis.

v. Exemplis LLC is proud to say we are the largest seating manufacturer (by units) in the United States (BIFMA 2018). We manufacturer and ship 7,000 – 9,000 Products a day. Our Order Entry Team enters approximately 375 new Orders a day.

vi. Exemplis LLC's Manufacturing and Logistics Teams have a daily, monthly and annual goal of hitting a 100% complete and on-time delivery rate. Based on the complexities of production and shipping, we average a 98.5% complete and on-time delivery rate. We have a long history of using only the best regional, LTL and long-haul carriers in the United States and Canada to ensure consistency and reliability for delivering on-time.

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vii. Return and Restocking Policy

Authorization for returns must be requested from and approved by Exemplis LLC prior to the return of the merchandise. Returns are subject to a restocking charge equivalent to 40% of the net order plus freight. Unauthorized returns will not be accepted by Exemplis LLC.

viii. Exemplis LLC warrants to the original customer that the product(s) will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week). Exemplis LLC will repair or replace with a comparable part or product, without charge to the original purchaser, only defective parts or products found defective during the warranty period. If requested by Exemplis LLC, the original customer will return the part or product for review with freight or other shipping charges prepaid by Exemplis LLC. This warranty shall be effective for the applicable time period beginning from "date of manufacture" as shown on the manufacturer label underneath each product.

Exemplis LLC shall pay for all pre-approved labor costs.

Exemplis LLC has a Warranty Department staffed with fifteen Warranty Specialists to quickly and effectively assist our customers with any warranty-related claims and questions. Exemplis LLC, as the manufacturer, manages all communication between the dealer and customer. Either Exemplis LLC or an authorized dealer will handle all warranty returns and/or on-site repairs at no cost to Region 4 ESC.

ix. **Customer Service**

Exemplis LLC's Customer Experience Team is based in our corporate office in Cypress, California and in our regional office in Tampa, Florida. The Team is structured to be certain we always have someone available and familiar with the product and the territory that the inquiry originates from. Our Customer Support team is available from 5:00 am to 5.00 pm Pacific Standard Time via our toll-free number at 888-274-8664 or by e-mail at sitonit@exemplis.com. Our Team is committed to responding to emails and messages within a few hours.

Exemplis LLC's Customer Experience Team is structured to ensure timely response and quick resolution. Our Team is empowered to swiftly resolve issues and provide customized solutions as customers' needs vary. Our Customer Experience Representatives stay with matters from start to finish avoiding having to pass on or explain an item multiple times.

We train our Team to empathize with the dealer and customer and understand the issue from their perspective. We have provided our Customer Experience Team elevation guidelines for specific issues to ensure responses are timely back to our customers. In addition, our Team has access to all internal departments, personnel and management to dig into specific issues to gain resolution.

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x. Exemplis LLC's invoicing process starts once the order is shipped and closed. At that time, the invoice is automatically generated and electronically distributed to the contact listed on the Purchase Order (or printed for mailing if requested). Our payment terms are 1%, Net 10; Net 30. Our Payment Methods include:

- EFT
- ACH (Electronic Check or Debit)
- Wire Transfer
- Credit Cards will be accepted with a 3% processing fee

xi. Exemplis LLC will aggressively market the Region 4 ESC contract to our authorized dealer network and Region 4 ESC Members. Our authorized dealers currently call on and sell to customers who are Region 4 ESC Members.

We will encourage new member sign up for any opportunity that may be valid through the contract.

- We would inform potential new members about the discounting and benefits of using the Region 4 ESC contract

xii. Exemplis LLC is a privately held company established in 1996. Since inception, we have been profitable. With a signed NDA, we are more than willing to share our audited financials. Please find the Letter of Good Standing from JPMorgan Chase Bank included in our Request for Proposal Response as Exhibit B to this Attachment 2.

xiii. The websites for our three Product Brands are:

- SitOnIt Seating:
  - www.sitonit.net
- IDEON Soft Seating:
  - www.ideondesign.com
- Symmetry Office:
  - www.symmetryoffice.com

Exemplis LLC receives positive feedback for our user-friendly and intuitive Product Brand websites from our authorized dealer network and customers. The websites are helpful in

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educating dealers and customers on our Products, contracts, sustainability practices, and corporate culture. The websites provide a visual walk through of all Product options and features. Our Chairbuilder & Productbuilder tools allow dealers and customers to easily configure a desired Product by selecting options including arm styles, colors, mechanisms, textiles, and other additional options. Once fully configured, the dealer or customer will obtain a real-time visual of the product with full specifications and list pricing.

Exemplis LLC is eCommerce ready. We just launched our B2B eCommerce enhancements on our B2B website.

- Our current capabilities are as follows:
    - Customer and/or dealer can use our industry leading web based B2B Commerce website with inbuilt Configurator to visualize and spec product
    - Multi-line quotes can be created, saved and shared via the website
    - Pricing is determined based on the contracts applied
    - Product lead time / Estimated delivery date can be checked prior to placing order
    - Order can be placed using the B2B Website and will integrate into our ERP system
    - Xml and/or sif file can be extracted to be used by customer/dealer to upload into their system, (this functionality will be ready in 2-3 months)
    - Full customer integration into the quote sharing / order placement / commerce flows is planned to be added over the next 6-12 months – this will allow for direct bill scenario (where we bill the customer directly with a participating dealer doing the service/installation) or dealer billed scenario (where the dealer bills the customer and we bill the dealer)
- Catalog is hosted on our website – we plan to enhance it to allow customer specific catalogs in the next 6-12 months
- Purchase order can be placed on the website and will flow into our backend system. A download file can be extracted on the website to be used by customer/dealer to update their system (ETA 2-3 months). We also have the capability to send an order acknowledgement via webservice calls using OFDA xml standards

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- We are planning to add invoice transmission capabilities using OFDA xml webservices in the next 3-4 months. We can also evaluate adding EDI and/or cXML formats in similar timeframe

Dealers and customers are able to track their orders and shipments directly from our website. We have a dealer portal where dealers can enter warranty claims and other pre and post-order activities.

xiv. Exemplis LLC is committed to the safety of all employees. In recent years we have taken more proactive steps to ensure our employees are safeguarded from known hazards. These steps include safety awareness training, root cause analysis on all incidents, and immediate corrective action. Our injuries are non-life threatening in nature and primarily consist of strains to the upper body from the physical and repetitive nature of the job. To address these types of injuries we have implemented a new stretch program designed by physical therapists tailored to the specific job functions. We also continue to look for opportunities to implement ergonomic improvements to avoid such injuries. Beside the specific steps we have taken to address our main type of injuries, we have also implemented a practice where employees at all levels are responsible for safety observations and conducting safety audits to identify opportunities for improvement in our overall safety and compliance.

xv. **Additional Performance Capabilities**

Exemplis LLC is meeting the growing demand for custom, build-to-order seating, benching and table solutions. We design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for business, healthcare, government and education.

Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture. Our unique build-to-order manufacturing model allows us to create beautiful and reliable ergonomic chairs and ship them quickly. We manufacture over 7,000 chairs per day, built exactly the way you want, with absolute attention to quality. Executive, conference, task, multipurpose and lobby seating – we've got it all. Our nimble size and lean manufacturing operation mean speed in sourcing, warehousing, assembly, and logistics that other manufacturers just can't match. This makes us the fastest in the industry, shipping office and lounge seating in 2, 5 or 10 days.

Our Symmetry Office Brand offers the latest solutions for tables, benching, storage, sit/stand solutions and office furniture accessories. This new Brand provides solutions that help people work more comfortably in their work spaces. Our goal is to strike balance between the basic work areas that today's work stations and desk provide, and the tools that people really need to make those spaces work for them.

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Exemplis®

Since our inception, we have stayed on the cutting edge of innovation by listening to customers and creating modern office products that meet their needs, allowing us to become a successful $325+ MM business in Orange County, California.

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EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [Exemplis LLC]

Signature

Patrick Sommerfield

Name

Vice President, Finance

Title

December 5, 2019

Date

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Exemplis LLC

Address, City, State, and Zip Code: 6415 Katella Avenue, Cypress, CA 90630

Phone Number: 714-995-4800 Fax Number: 714-995-4855

Printed Name and Title of Authorized Representative: Patrick Sommerfield; Vice President of Finance

Email Address: dcairo@exemplis.com

Signature of Authorized Representative: _____ Date: 12/5/2019

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

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

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

Company Name: **Exemplis LLC**

Street: **6415 Katella Avenue**

City, State, Zip Code: **Cypress, CA 90630**

Complete as appropriate:

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

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

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

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

Name	Address	Interest
Seating Intermediate Holdings LLC	6415 Katella Avenue, Cypress, CA 90630	Seating Intermediate Holdings owns 100% of Exemplis LLC
Seating Holdings LLC	6415 Katella Avenue, Cypress, CA 90630	Seating Holdings LLC owns 100% of Seating Intermediate Holdings LLC.

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

December 5, 2019
Date

Patrick Sommerfield, VP of Finance
Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Exemplis LLC

Street: 6415 Katella Avenue

City, State, Zip Code: Cypress, CA 90630

State of California

County of Orange

I, Patrick Sommerfield of the City of Cypress
Name City

in the County of Orange, State of California

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

I am the Vice President of the firm of Exemplis LLC
Title Company Name

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

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

Exemplis LLC
Company Name

Authorized Signature & Title
VP Finance

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires 20

PLEASE SEE ATTACHED

SEAL

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

TRINA DUNN
Notary Public – California
Orange County
Commission # 2224343
My Comm. Expires Dec 7, 2021

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 1 day of December, 20 19,
Date *Month* *Year*

by (1) Patrick Sommerfield

(and (2)),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Trina Dunn
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 12/5/19 Number of Pages:

Signer(s) Other Than Named Above: n/a

©2017 National Notary Association

DOC #3

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

Company Name: **Exemplis LLC**

Street: **6415 Katella Avenue**

City, State, Zip Code: **Cypress, CA 90630**

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report - **ENCLOSED**

   OR

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

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Patrick Sommerfield, VP of Finance

December 5, 2019

Date ***Authorized Signature and Title***

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

Certification 55622

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2019 to 15-FEB-2022

EXEMPLIS LLC
6415 KATELLA AVE.
CYRPESS CA 90630

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Exemplis LLC		
Address:	6415 Katella Avenue		
City:	Cypress	State: CA	Zip: 90630

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

Signature	Patrick Sommerfield	Vice President, Finance
	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	$ N/A

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

☐ DOC #4, continued

LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE
N.J.S.A. 19:44A-20.26

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship

☐Limited Partnership X Limited Liability Corporation ☐Limited Liability Partnership

☐Subchapter S Corporation

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

Stockholders:

Name: Seating Intermediate Holdings LLC Home Address: 6415 Katella Avenue, Cypress, CA 90630	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

PLEASE SEE ATTACHED

My Commission expires:

(Affiant)

PATRICK SOMMERFIELD / VP FINANCE

(Print name & title of affiant)

(Corporate Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

TRINA DUNN
Notary Public – California
Orange County
Commission # 2224343
My Comm. Expires Dec 7, 2021

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me
on this 5 day of December, 2019,
Date *Month* *Year*
by
(1) Patrick Sommerfield
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Trina Dunn
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Stakholder Disclosure Certification
Document Date: 12/5/19 Number of Pages: _____
Signer(s) Other Than Named Above: n/a

©2017 National Notary Association

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 19-18 **Bidder/Offeror:** Region 4 Education Service Center

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Patrick Sommerfield Signature: _____

Title: Vice President, Finance Date: December 5, 2019

DPP Standard Forms Packet 11/2013

CERT-1-A

03/19/19

Taxpayer Identification# **330-697-684/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
EXEMPLIS LLC

TRADE NAME:

ADDRESS:
6415 KATELLA AVE 2ND FL
CYPRESS CA 90630-5245

SEQUENCE NUMBER:
2025307

EFFECTIVE DATE:
03/09/16

ISSUANCE DATE:
03/19/19

James J. Fruscione
Director
New Jersey Division of Revenue

FORM BRC
(04-08), D205846V

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Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Exhibit A to Attachment 2
OMNIA Partners – Response for National Cooperative Contract

3.0 Company Response

3.1 Company

- Brief History and description of your Company:

  - Exemplis LLC was founded in 1996 by two entrepreneurs from the office furniture industry who saw a huge opportunity for quick, mass-customized ergonomic task seating at a value price. With just three employees, a fax machine and a bell that was rung every time a chair came down the conveyor belt, it was humble start to what is now a 700+ team with showrooms across the nation.

  - Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture. Our unique build-to-order manufacturing model allows us to create beautiful and reliable ergonomic office furniture and ship them quickly.

  - Exemplis LLC is meeting the growing demand for custom, build-to-order office furniture, including seating, lounge, benching, tables, and sit/stand solutions. We perfectly design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for government, education and office environments.

  - Most of our products are developed and sustainably built in the United States & Mexico from regionally and globally sourced materials.

  - Since our inception, we have stayed on the cutting edge of innovation by listening to customers and creating modern seating products that meet their needs, allowing us to become a successful $325+ MM business in Orange County, California.

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- Total number and location of sales persons employed by Company:
    - 30 direct sales representatives: 5 in Cypress, California; 25 in remote locations throughout the United States.
    - 170+ independent sales representatives located throughout the United States.
- Number and location of support centers (if applicable) and location of corporate office:
    - Exemplis LLC's Customer Experience Teams are located in Cypress, California and Tampa, Florida (2 support centers). We have showrooms and sales representatives located throughout the United States.
    - Our corporate address is:
        - Exemplis LLC
          6415 Katella Avenue
          Cypress, CA
          90630
- Annual sales for the three previous fiscal years:
    - 2016:
        - $285 MM
    - 2017:
        - $311 MM
    - 2018:
        - $329 MM
- Submit FEIN and Dunn & Bradstreet Report:
    - Exemplis LLC's FEIN Number is:
        - 33-0697684
    - Please find Exemplis LLC's Dunn & Bradstreet Report attached to this Exhibit A (Appendix 1 to Exhibit A)

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- Describe any green or environmental initiatives or policies:

  - As an industry innovator, Exemplis LLC's executive management team views sustainability as essential to its core business and values. We have engrained that philosophy from the top down organization-wide. Our lean manufacturing practice, along with 'Rapid Continuous Improvement' processes provides the foundation of our sustainability strategy by linking eliminating waste, conserving resources, responsibly designing product for durability and extended life and offering an 'End of life' take-back program.

  - All SitOnIt Seating and IDEON Soft Seating products have been tested and certified by the GREENGUARD Environmental Institute for meeting safe indoor air quality emissions recognized by the USGBC LEED rating system. Furthermore, all products have been certified to the even more stringent levels required by the GREENGUARD Children & Schools in accordance with the Collaborative for High Performance Schools (CHPS). We also demand all of our textile vendors to be GREENGUARD certified, to ensure that our products will have none or little VOCs.

  - Exemplis LLC's manufacturing facility, processes and practices are world class and by the nature of being a "Mass Assembler" we are inherently going to be greener than those manufacturers who do some of their own vertical component production (i.e. dipping frames into caustic chrome).

  - Exemplis LLC is committed to improving energy conversation and efficiency which includes reducing our overall energy consumption and greenhouse gas emissions. It is our policy to continuously improve upon and regularly monitor our energy performance; acting in accordance with all current and future local, state and national legislation required of our operations in this area.

  - The Exemplis LLC Supply Chain team has built-in goals and incentives to source components with higher recycled content and from regional partners. On average, SitOnIt Seating and IDEON Soft Seating products have anywhere from 10% - 20% recycled content in the finished product. With any component we buy, besides the percentage of recycled content, our greatest priority is the quality and craftsmanship of the component.

  - Reducing the environmental impact of our products begins with our new product development process. All new products or major design modifications on existing products go through our Design for Environment (DFE) process which seeks to incorporate energy and water efficiency, renewable, recycled, recyclable and biodegradable materials, and to account for end of life impacts. As part of this process, we also incorporate Design for Durability/Upgradeability (DFDU) into all

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products. Our products are designed to have a long and useful life and are manufactured to withstand repeated service, repair and handling. To facilitate maintenance, servicing and reassembly, replaceable components are standard features of our products, making them easy to refurbish and upgrade for multiple uses by the original or future users. We are also one of a few manufacturers who stands behind their lifetime warranty and will, upon approval, pay for the labor on warranty replacements.

- In 2014, we achieved the ultimate recognition for our sustainability efforts by attaining ANSI-BIFMA e3 Furniture Sustainability Standard LEVEL 1 certification for our plant and all SitOnIt Seating and IDEON Soft Seating products. Please visit www.spot.ul.com for verification of Exemplis LLC's sustainable production processes and LEVEL 1 certifications.

- Within the past year, Exemplis LLC attained the highly coveted ANSI-BIFMA e3 Furniture Sustainability Standard LEVEL 2 certification.

- We are not only environmentally mindful of our production process and being as efficient with raw materials and waste, but that also trickles down to how we package and ship our product. We can ship a few different ways, blanket wrapped, KD (knocked down in a small box), partially assembled or fully assembled. We prefer blanket wrapping as the most environmentally and economically friendly option, but if that is not possible, the KD or partially assembled box is going to be significantly smaller than what most other manufacturers are able to achieve with their cartons.

- In terms of "End-of-life strategy" for products, Exemplis LLC has a few options for OMNIA Partners members. We have a Take-Back Program to minimize product waste and make being environmentally responsible easy for our customers. To honor this, we have partnered with the nonprofit environmental organization ANEW to offer a return program for surplus product, regardless of condition.

- If a customer chooses to embark on the recycling effort on their own, Exemplis LLC has chair disassembly instructions (PDF) for safer, environmentally conscious disposal. The End of Life Recovery Options matrix (PDF) provides a precise explanation of materials used in various products, examples of components, recycling notes and where to find a recycling outlet nearest your member so they can dispose of the chairs in an eco-friendly manner.

- Please find our Social Responsibility Report attached to this Document for additional information on our environmental and sustainability initiatives (Appendix 2 to Exhibit A).

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

    - Exemplis LLC is in process of improving our diversity team to help capture the diverse status of our supply chain partners and authorized dealers. Since our founding in 1996, we constantly strive to partner with diverse suppliers and dealers throughout the country. Our Supply Chain philosophy is to promote fairness and encourage diversity in the procurement process.

    - The Authorized Dealer List included in our response (see Exhibit B to Attachment 3) indicates what dealers are diverse (minority, women-owned, veteran owned, service-disabled veteran owned, etc.). This list will continue to be improved upon as our diversity team implements an electronic outreach to our authorized dealers in order to obtain their diversity status. Our 2020 goal is for our sales team to be in constant communication with our diversity team to obtain clarification on what dealer is/isn't diverse.

    - In addition, Exemplis LLC will actively evaluate new diverse dealers as we continue to develop our authorized dealer network.

    - Exemplis LLC's customer discounting will not change based upon a customer working with a diverse dealer.

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

    - Exemplis LLC is considered a Small Business under the United States Small Business Administration. We have approximately 700 employees.

        - There is no certification given to Small Businesses by the United States Small Business Administration.

        - Please find our status located here:

            - https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QSMA18D08NQ&contractorName=EXEMPLIS+LLC&executeQuery=YES

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- Describe how Company differentiates itself from its competitors:

  - With the fastest lead time in the industry – 2, 5, or 10 days – Exemplis LLC offers high-quality office furniture solutions that combine award-winning design with intelligent ergonomics. From healthcare to higher education, we've been the go-to destination for build-to-order seating since 1996 and benching, tables, sit/stand solutions, and other ergonomic accessories since 2018.

  - Born and bred in California, all of our key collections are designed in-house and rigorously tested for quality control, strength and durability. We make customization easy—our user-friendly ChairBuilder and ProductBuilder tools let the customers design their dream office furniture products with just a few clicks.

  - Discover seating engineered for the customer. Experience responsive design, supreme comfort and hyper-customizable features—all at value-driven prices.

  - Exemplis LLC's "Go-To-Market" distribution model is unique to the office furniture industry. We partner with the best dealers across the spectrum of contract manufacturers (Herman Miller, Haworth, Steelcase, Knoll, etc.). Most of our competitors have limited distribution (one to two dealers) in a any given market, whereas we partner with a multitude of the best dealers in that same market.

  - Because we are the largest seating manufacturer in the industry, we have solid relationships with all textile mills. Based on those relationships, we are able to offer 15,000+ graded-in textile options at a fraction of the price our competitors can offer to their customers.

  - Management of our COM process from specifying to ordering to execution is par excellence to any competitor in the industry.

  - Exemplis LLC designs, develops, and manufactures products with a customer's well-being, ergonomics, and comfort in mind. The inherent benefits of these ergonomic products being used effectively increases a customer's productivity and overall satisfaction.

  - Choose from 2, 5 or 10-day shipping. We cut lead time, sync orders and avoid off-schedule shipments at a rate our competitors just can't match. From start to finish, we maximize efficiency in every single area—whether it's sourcing and logistics or assembly and production.

  - Exemplis LLC was voted Best Customer Service by the Office Furniture Dealer Alliance three times in the past five years. Our core belief from start to finish is that

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our customer always comes first. Everything we design—whether it's lumbar support or customer support—is crafted with the customer in mind.

- Exemplis LLC operates as a company that puts its employees first. In 2017, we were named one of Orange County's Top Workplaces for the year. We owe our success to each and every one of our talented employees and their hard work.

- Describe any present or past litigation, bankruptcy or reorganization involving Company:
  - Exemplis LLC is involved in legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation currently pending will not materially affect the company's consolidated operations, cash flows and financial condition.
  - Exemplis LLC has never filed for bankruptcy since its inception in 1996
  - Exemplis LLC has went through a couple reorganizations since its inception in 1996:
    - February 1996 - SITONIT was incorporated
    - November 2007 - SITONIT changed its name to Exemplis Corporation
    - March 2015 – Exemplis Corporation converted to Exemplis LLC

- Felony Conviction Notice:
  - Exemplis LLC is not owned or operated by anyone who has been convicted of a felony.

- Describe any debarment or suspension actions taken against Company:
  - Exemplis LLC has never been debarred or suspended by any customer or under any contract.

3.2 Distribution, Logistics

- Describe the full line of Products and Services offered by Company:
  - Exemplis LLC offers three broad and innovative product brands to our customers: SitOnIt Seating, IDEON Soft Seating and Symmetry Office.
    - Our SitOnIt Seating Product Brand offers task, executive, conference, guest, stack, nesting, and cafe/task stool seating.

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- Our IDEON Soft Seating Product Brand offers lounge seating, modular seating, benches, ottomans and occasional/cube tables. Our extensive line of tables for hospitality and public spaces is listed within our IDEON Soft Seating Price Guide.

- Our Symmetry Office Product Brand offers benching, tables, storage units, sit/stand solutions and office furniture ergonomic accessories.

- Exemplis LLC offers the following services to our customers at no additional cost:

  - Space planning/Spec writing/Budget estimation tools & services

  - Provide sample mock-ups for customer evaluations

  - ChairBuilder:

    - Our on-line quote generator designed to specify SitOnIt Seating & IDEON Soft Seating products on the go or on the spot. Customer can product a list price, complete with the part number, with several easy clicks

  - ProductBuilder:

    - Our on-line quote generator designed to specify Symmetry Office products on the go or on the spot. Customer can product a list price, complete with the part number, with several easy clicks

  - Our award-winning Customer Experience Team empowered to swiftly resolve issues and provide our customers with a positive experience.

- Describe how your company proposes to distribute the products/services nationwide. Include any states where Products and Services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas:

  - Exemplis LLC plans to use our authorized dealer network to sell and distribute our products to our customers. We have over 2,000 dealer partners around the country; strong representation in every major, secondary and tertiary market in the United States and Canada. We will leverage our distribution network by supplying our sales force with the upfront contract training, co-branded marketing material and other tools to assist in pre/post sales cycle. That is our macro-strategy, but we would also target our top 5 dealers in every market for a deeper, targeted selling & distribution approach, which could be done in conjunction with the OMNIA Partners regional business development managers.

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- Exemplis LLC has prioritized 5 key dealers per market in the United States. We have 29 markets in the United States. Our Sales Directors will work with the Sales Representatives with these 5 key dealers identified per market to distribute our products to OMNIA Partners members nationwide. These 5 dealers per market are also typically our largest dealers in each market and are dealers that also strategically work with us to build our mutual sales. These 5 key dealers are also typically some of the largest commercial furniture dealers in the market and in many cases will likely have sales history with many of the OMNIA Partners members.

- Exemplis LLC will provide product samples, literature, training and any other collateral needed for these dealers. In addition, our representatives will share OMNIA Partners member lists, make joint calls, as well as bring in OMNIA Partners representatives into these dealerships for additional training. After these 5 dealers per market have been trained and vetted, sales representatives will reach out to other dealers, expanding our reach and digging deeper into the OMNIA Partners member lists for exposure.

- Exemplis LLC shall offer our products across the nation, including U.S. Territories and Outlying Areas.

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

  - Exemplis LLC's sales force and authorized dealer network will be informed of the contract details immediately upon a potential Contract Award. We will hold webinars, release e-mail blasts, and distribute key contract information sell sheets to our nationwide sales team within the first 90 days of Contract Award. This will ensure Participating Agencies will receive accurate contract pricing utilizing the approved price books.

  - Our distribution partners use sophisticated specification software tools like Giza, CAP, 20/20 and our Chairbuilder/Productbuilder tool to generate bill of materials, spec sheets and quotes/proposals. The Chairbuiler/ProductBuilder tool can found on our customer-facing web-sites (www.sitonit.net ; www.ideondesign.com ; www.symmetryoffice.com). These quotes will usually have a product description, full model number, list price, contract discount and net price. The model numbers and pricing can be independently verified by using the commercial price guide and applying contract discount or by using our Chairbuilder/Productbuilder tool and then apply the contract discount.

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- All Participating Agency purchase orders shall be issued to our authorized dealer network. The authorized dealer would then issue a purchase order to Exemplis LLC. The purchase order must identify a unique "Terms Variance Number" directly associated with this Contract and discounting structure. This will ensure the correct discounting and price book have been applied to qualified purchase orders.

- The Participating Agency shall be able to verify and audit pricing by visiting Exemplis LLC's web-landing pages on our public-facing websites. These web-landing pages will include:

    - Approved price books
    - Contract discounting
    - Contract number
    - Contract term
    - Approved products
    - Other related contract information

- Identify all other companies that will be involved in processing, handling or shipping the Products/Services to the end user:

    - Exemplis LLC utilizes partner carriers to transport its products to our customers. The assignment of a carrier to a specific order is based on order characteristics including customer location, order size and weight, delivery / transit requirements, and any special delivery service requirements. The partner carriers consist of:

        - Concord
        - Pacific Logistics
        - UPS Freight
        - CAN Trans
        - Transportation of America
        - A Duie Pyle
        - Averitt Express
        - LME
        - Mark IV
        - Mountain Valley
        - Pitt Ohio
        - Ward Trucking
        - FedEx Express
        - FedEx Ground
        - Cargo Solutions
        - Cargo Transporters
        - CPL Express
        - EverFresh

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- Fremont Carriers
- L Soto
- Liberty West
- Midwest Coast
- Orange Courier
- Summit Express
- Swift
- Werner
- LandStar Ranger

- Provide the number, size, and location of your company's distribution facilities, warehouses and retail network as applicable:

  - Exemplis LLC currently occupies two distribution/warehouse facilities in Southern California, two distribution/warehouse facilities in Florida, and one distribution/warehouse facility in Mexico:

    - Buena Park, California – 224,000 Square Feet
    - La Mirada, California – 64,000 Square Feet
    - Tampa, Florida (Solar Drive) – 29,000 Square Feet
    - Tampa, Florida (Depot Lane) – 15,000 Square Feet
    - Tijuana, Mexico – 200,000 Square Feet

  - We offer delivery coverage to all points within the Continental United States and Canada utilizing its bench of carriers. Shipping requests to Alaska, Hawaii, and other U.S. Territories and Outlying Areas can be accommodated, but may result in additional fees to the customer.

3.3 Marketing and Sales

- Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide:

  - In the first 10 days, Exemplis LLC will make an announcement with executive quotes to:

    - Our own sales force
    - Our authorized dealer network
    - Our dealer sales representative network
    - Our architectural and design network
    - OMNIA Partners Members (by e-mail with prior approval from OMNIA Partners)

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- Exemplis LLC, with input from our executive team and OMNIA Partners, will host a webinar in the first 90 days for our sales team. This webinar will cover the following topics:
    - Announcement of new Contract
    - Review terms of new Contract
    - Discussion of collateral material, including brainstorming design and publication efforts in future trade publications
    - Review sales strategies to drive volume through new Contract

- Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Company, as well as to prospective Public Agencies nationwide immediately upon award:
    - Press Release:
        - Exemplis LLC with partner with OMNIA Partners to develop and distribute a co-branded press release to trade publications within the first 30 days
    - Exemplis LLC web-landing pages:
        - Exemplis LLC shall publish all contract-related information (discounting, contract number, contract term, approved products, approved price lists, contact information, etc.) on our dedicated web-landing pages within the first 90 days
    - Marketing Materials:
        - Exemplis LLC's Marketing Team will work closely with OMNIA Partners to develop co-branded marketing materials within the first 90 days
        - Exemplis LLC shall continue to update and release marketing materials to promote this Agreement throughout its term. This will include:
            - Case studies
            - Collateral pieces
            - Presentations
            - Promotions
            - Education seminars for our Sales Team

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- NIGP participation:
  - Exemplis LLC shall participate with OMNIA Partners at the NIGP Annual Form and other related regional events, chapter meetings, and trade shows. Exemplis LLC shall provide marketing and promotional guidance during the term of the Master Agreement
- Exemplis LLC shall continue to design and publish advertisements in trade publications for years to come (including the entire term of the Agreement)
- Ongoing Marketing and Promotion of Master Agreement:
  - Exemplis LLC shall continue to update and release marketing materials to promote this Agreement throughout its term. This will include:
    - Case studies
    - Collateral pieces
    - Presentations
    - Promotions
    - Education seminars for our Sales Team
- Dedicated homepage:
  - Exemplis LLC shall host dedicated OMNIA Partners landing sites within 30 days under our contracts section of our websites
  - These landing pages will include:
    - OMNIA Partners standard logo
    - Copy of the original RFP
    - Copy of the Master Agreement
    - Summary of products and pricing
    - Marketing collateral
    - Customer Contract Summary Sheets
    - Applicable Price Books
    - Link to OMNIA Partner's online registration webpage
    - Dedicated email address and toll-free number to our corporate office

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- Describe how Company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Company holds and describe how the Master Agreement will be positioned among the other cooperative agreements:

    - Exemplis LLC will aggressively market the OMNIA Partners Agreement to our dealer community and OMNIA Partners Members and prospective current non-members. Our dealer community currently calls on and sells customers who are either members of OMNIA Partners or prospective members. Knowledge of the Agreement will present customer opportunities for OMNIA Partners from members of many other purchasing cooperatives. Our dealers are typically familiar with various purchasing cooperatives due to their aligned manufacturer relationships. We will position OMNIA Partners as our lead co-op and encourage member sign up for any opportunity that may be valid through the OMNIA Partners Agreement.

    - Exemplis LLC currently holds three cooperative agreements:

        - OMNIA Partners, Public Sector (Lead Agency Norfolk Public Schools)
        - OMNIA Partners, Public Sector (Lead Agency Region 4 ESC)
        - BuyBoard

    - The Omnia Partners Agreement would be our key strategic purchasing cooperative agreement. Our other two OMNIA Partners Agreements are sunsetting in early 2020. As a result, this new Agreement would be our lead/primary cooperative contract to promote nationally.

        - Exemplis LLC considers BuyBoard a regional contract (State of Texas) and is not promoted nationally.

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

    - High resolution logos shall be provided to OMNIA Partners by Exemplis LLC.

    - Exemplis LLC agrees to require prior permission from OMNIA Partners before the OMNIA Partners logo is used in any marketing and promotional materials.

- Confirm Company will be proactive in direct sales of Company's Products and Services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo:

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- OMNIA Partners member outreach:
    - Our dealers and Sales Team will strategize and target current and new OMNIA Partners members to promote the Agreement by:
        - Reviewing the key terms of the Agreement
        - Discussing the benefits of cooperative purchasing
        - Providing samples, product literature, and pricing
- Exemplis LLC's Sales Team shall follow up on all leads provided by OMNIA partners within 24 hours of receiving the request.
- Exemplis LLC's Sales and Marketing Teams will include the following information on initial communications to an OMNIA Partners Member:
    - The Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency (Region 4 Education Service Center)
    - Best government pricing
    - No cost to participate
    - Non-exclusive contract
- Exemplis LLC will do an OMNIA Partner member outreach campaign by e-mail to raise awareness of our new Agreement.
- Exemplis LLC will concurrently run a launch promotion to drive buzz, attention, and quick adoption by our distribution partners.

- Confirm Company will train its national sales force on the Master Agreement:
    - Exemplis LLC confirms that we will promptly train our Sales Team on the following details:
        - Key features of Agreement
        - Working knowledge of the solicitation process
        - Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
        - Knowledge of benefits of the use of cooperative contracts.

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

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- Bob Rohlman; Vice President, Sales
- E-mail: brohlman@exemplis.com
- Phone Number: 714-995-4800

- Marketing

  - William M Buda; Channel Marketing Manager
  - E-mail: wbuda@exemplis.com
  - Phone Number: 714-995-4800

- Sales

  - Dan Conaty; Director of Government Sales
  - E-mail: dconaty@exemplis.com
  - Phone Number: 202-658-9258

- Sales Support

  - Zoey Yos; Contract Administrator
  - E-mail: zyos@exemplis.com
  - Phone Number: 714-995-4800

- Financial Reporting

  - Derek Cairo; Manager, Contracts
  - E-mail: dcairo@exemplis.com
  - Phone Number: 714-995-4800

- Accounts Payable

  - Zoey Yos; Contract Administrator
  - E-mail: zyos@exemplis.com
  - Phone Number: 714-995-4800

- Contracts

  - Derek Cairo; Manager, Contracts
  - E-mail: dcairo@exemplis.com
  - Phone Number: 714-995-4800

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- Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team:

    - Exemplis LLC's national sales force is structured starting with a strong, tenured management team consisting of a Vice President of Sales, a Vice President of Contract Sales, five Regional Directors, a Director of Government Sales, and a Director of Healthcare Sales. At the territory level, we have over 200 direct and independent reps who work directly with our channel distribution.

    - The highest-level executive in charge of the Sales Team is Tim Kiger; Vice President of Sales. His contact information is:

        - Phone: 714-995-4800
        - Email: tkiger@exemplis.com

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

    - The Sales Team will make introductory phone calls to OMNIA Partners sales people within first 30 days

    - The Sales Team will attempt to meet live with all OMNIA Partners sales people during first 90 days or as soon as logistically possible for both parties

    - The Sales Team and OMNIA Partners sales people will make joint sales calls in largest member end users during first six months

    - The Sales Team and OMNIA Partners sales people will make joint sales calls on our largest dealers, to educate and promote this new Agreement

    - Our regional field Sales Team will make targeted sales calls on OMNIA Partners members to promote the Agreement.

    - Collectively strategize with OMNIA Partners sales people to develop seasonal promotions to capture peak buying seasons.

    - The Sales Team will target the top 100 Omnia Partners members across the nation by providing additional focused marketing and sales efforts for those top accounts.

    - Contract promotion at the office furniture industry's largest events (NeoCon), NIGP, CAPPO and State/Local Office Furniture trade shows.

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

    - First and foremost, Exemplis LLC's entire Executive Team have seen and embraced full potential of the OMNIA Partners relationship and how leveraging this partnership can magnify sales. Having full executive support is critical in building out a successful national program.

    - Exemplis LLC shall hold quarterly reviews with OMNIA Partners sales people to review sales metrics, marketing material refreshes, and brainstorm potential sales promotions and opportunities.

    - At the beginning of each calendar year, Exemplis LLC will set annual goals per market, insuring continued awareness and growth under this Agreement.

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

    - Total Public Agency sales for FY 2018: $69 MM

    - GSA

        - Total Sales:
            - $12.5 MM

        - Contact Name & E-mail:
            - Dana Anello; Contract Specialist/Contracting Officer Federal Acquisition Center
            - Dana.anello@gsa.gov

    - State of Florida

        - Total Sales:
            - $5.6 MM

        - Contact Name & E-mail:
            - Thomas Bower; Contract Manager
            - thomas.bower@dms.myflorida.com

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- State of North Carolina
  - Total Sales:
    - $5 MM
  - Contact Name & E-mail:
    - Grant Braley; State Procurement Manager
    - Grant.braley@doa.nc.gov
- State of New York
  - Total Sales:
    - $3.3 MM
  - Contact Name & E-mail:
    - Matthew Jones; Contract Management Specialist I
    - Matthew.jones@ogs.ny.gov
- State of Georgia
  - Total Sales:
    - $1.8 MM
  - Contact Name & E-mail:
    - Eunicia Pop; Contract Management Specialist
    - Eunicia.pop@doas.ga.gov
- Commonwealth of Pennsylvania
  - Total Sales:
    - $1.7 MM
  - Contact Name & E-mail:
    - Lisa Vega; Commodity Specialist
    - lvega@pa.gov
- State of California (CMAS)
  - Total Sales:
    - $1.5 MM
  - Contact Name & E-mail:

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- Bryan Dugger; CMAS Program Analyst
- Bryan.dugger@dgs.ca.gov

- State of New Jersey
  - Total Sales:
    - $1.4 MM
  - Contact Name & E-mail:
    - Kristi Thomas; Procurement Supervisor
    - Kristi.thomas@treas.nj.gov
- Commonwealth of Massachusetts
  - Total Sales:
    - $926,000
  - Contact Name & E-mail:
    - Gustav Pearson; Strategic Sourcing Lead
    - Gustav.pearson@mass.gov
- Massachusetts Higher Education Consortium (MHEC)
  - Total Sales:
    - $741,000
  - Contact Name & E-mail:
    - Ulrike Monzillo; Sr. Contract/Communications Manager
    - rmonzillo@mhec.net

- Describe Company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions:
  - Exemplis LLC has implemented the Microsoft Dynamix AX ERP system in 2017. This ERP System has been customized to input purchase orders, generate customer acknowledgments, initiate work orders for our manufacturing facility, assist with shipments for all orders, and fully support billing and receivables.
  - Exemplis LLC accepts the following payment formats:
    - Check

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- Credit card (3% Processing Fee)
- ACH
- Wire Transfer
- EFT

- Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"):
    - Exemplis LLC has decided to not provide a specific Guaranteed Contract Sales amount for the initial three years of this Agreement.
        - $0.00 in year one
        - $0.00 in year two
        - $0.00 in year three
- Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement:
    - Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners):
        - Exemplis LLC in conjunction with our aligned dealers intends to respond to most end user solicitations with the negotiated "tiered" agreement pricing. We believe the negotiated discounting tiers are very favorable to end users.
    - If competitive conditions require pricing lower than the Agreement pricing, Company may respond with lower pricing through the Master Agreement. If Company is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement:
        - When competitive conditions require lower pricing than the Agreement pricing, Exemplis LLC will first understand the project scope, scale and competitive landscape and then strategically decide whether it is appropriate to extend deeper than the Agreement pricing.
    - Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners):

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- Exemplis LLC and our dealer network will qualify pre-sales/solicitation whether the OMNIA Partners member is open to using the Agreement, if so, we intend to use the negotiated discount. If not, we will use commercial project pricing to respond.

- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as an alternative or additional proposal.

    - In this scenario, Exemplis LLC and aligned dealer would only respond with Agreement pricing.

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Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

LIVE REPORT

Currency: Shown in USD unless otherwise indicated

EXEMPLIS LLC

Trade Names: SITONIT,IDEON

ACTIVE HEADQUARTERS

D-U-N-S Number: 93-365-2414

Company: EXEMPLIS LLC

D&B Address

Address: 6415 KATELLA AVE
CYPRESS, CA, US - 90630

Location Type: HEADQUARTERS

Phone: 714-995-4800

Fax:

Web: www.sitonit.net

Added to Portfolio: 12/05/2013

Endorsement: abustamante@exemplis.com

Last View Date: 06/21/2019

Company Summary

SCORE BAR

Total Payment Experiences	53 53		Total number of trade payment experiences collected by D&B.
Highest Credit	200,000.00 200,000.00		Highest credit granted in the past 24 months.
High Credit - Average	13,797.00 13,797.00		
Credit Limit - D&B Conservative	500,000.00 500,000.00		Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	1,000,000.00 1,000,000.00		Based on profiles of other similar companies.
PAYDEX®	77	↑	Paying 5 days past due
Commercial Credit Score Percentile	28	↓	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	28	↑	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B G		View More Details
Bankruptcy Found	No N		
D&B Rating	1R3 1R3		1R indicates 10 or more Employees, Credit appraisal of 3 is fair

D&B 3-MONTH PAYDEX®

D&B 3-month PAYDEX®: 75

Low Risk (100) ; High Risk (1)

When weighted by amount, Payments to suppliers average 8 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX®: 77

Low Risk (100) ; High Risk (1)

When weighted by amount, Payments to suppliers average 5 days beyond terms

D&B COMPANY OVERVIEW

This is a headquarters location

Branch(es) or Division(s) exist	**Chief Executive**	**Age (Year Started)**
Y	PAUL DEVRIES, CEO	23 years (1996)
Employees	**History Status**	**Financing**
800 (40 Here)	CLEAR	SECURED
SIC	**Line of business**	**NAICS**
2522	Mfg office furniture-nonwood	337214

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	0	---
UCCs	8	05/08/2018

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

COMMERCIAL CREDIT SCORE CLASS

Commercial Credit Score Class : 4

Low Risk:1 ; High Risk:5

FINANCIAL STRESS SCORE CLASS

Financial Stress Score Class : 4

Low Risk:1 ; High Risk:5

PAYDEX® TREND CHART

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

DAYS BEYOND TERMS - PAST 3 & 12 MONTHS

3 months from Apr-19 to Jun-19

Days Beyond Terms : 11 Days

Days Beyond Terms : 11

High Risk:120+ ; Low Risk:0

Dollar-weighted average of **47** payment experiences reported from **18** companies.

12 months from Jul-18 to Jun-19

Days Beyond Terms : 5

Days Beyond Terms : 5

High Risk:120+ ; Low Risk:0

Dollar-weighted average of **57** payment experiences reported from **25** companies.

DEROGATORY EVENTS LAST 13 MONTHS FROM JUN-18 TO JUN-19

No Derogatory trade Event has been reported on this company for the past 13 Months

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM JUN-18 TO JUN-19

Status	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Total	107,632	142,099	129,405	130,502	192,686	48,537	62,164	134,571	131,978	433,654	349,804	337,177	337,177
Current	106,746	140,474	128,227	127,309	192,053	43,852	49,674	126,167	125,025	248,940	285,936	270,738	270,738
1-30 Days Past Due	447	1,544	1,097	3,193	633	4,535	5,611	3,480	1,582	129,083	38,415	36,827	36,827
31-60 Days Past Due	0	0	0	0	0	150	5,926	2,859	930	43,972	10,891	10,891	10,891
61-90 Days Past Due	81	0	0	0	0	0	953	1,572	3,411	10,920	12,841	12,841	12,841
91+ Days Past Due	358	81	81	0	0	0	0	493	1,030	739	1,721	5,880	5,880

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 883

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 817

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 882

KEY SBRI ATTRIBUTES

Total Balance
314,357.00

Total Open SBRI Accounts
23

Number Of Total Accounts Ever Cycle 2+
0

Credit Card - Total Balance	NA
Lease Card - Total Balance	271,994.00
Loan Card - Total Balance	42363

Total Exposure	314,357.00
Maximum Age of All Open Accounts	194.00 Months

Time since most recent Cycle 2 on all accounts	105 Months
Worst Delinquent All Accounts	Past 1-3 Months Past 1-12 Months

ACCOUNT SUMMARIES

Total Current Balance	
Total Past Due	
Total Past Due Cycle 1	
Total Past Due Cycle 2	
Total Past Due Cycle 3	
Total Past Due Cycle 4	
Total Past Due Cycle 5	
Total Charge Off Amount	

Type	Lender	Date Reported	Open Date	Closed Date	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount

No data found

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
SITONIT SEATING INC	CYPRESS , CA	82-693-2431
SYMMETRY OFFICE, LLC	TAMPA , FL	01-170-1337

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
EXEMPLIS LLC	BUENA PARK , CA	11-845-9788
EXEMPLIS LLC	BUENA PARK , CA	83-064-8841

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Predictive Scores

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **4: 14 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Company Profile:

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

- Years in Business: **Established: 5+**

G

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available: 3+Trade	Large	Established

CREDIT CAPACITY SUMMARY

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating: 1R3

Number of employees: 1R indicates 10 or more employees

Composite credit appraisal: 3 is fair

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Number of Employees Total: 800 (40 here)

Payment Activity	(based on 53 experiences)
Average High Credit:	$13,797
Highest Credit:	$200,000
Total Highest Credit:	$499,550

Below is an overview of the company's rating history since 03-18-2003.

D&B Rating	Date Applied
1R3	05/15/2015
1R4	03/31/2014
1R3	10/15/2012
4A2	02/03/2012
--	01/30/2012
4A2	04/01/2010
3A2	01/28/2009
3A3	11/24/2008
1R4	02/02/2007
1R3	03/18/2003

D&B CREDIT LIMIT RECOMMENDATION

Conservative credit Limit: 500,000

Aggressive credit Limit: 1,000,000

Risk category for this business: MODERATE

Risk category for this business: : MODERATE

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

FINANCIAL STRESS CLASS SUMMARY

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :

Financial Stress Class : 4

Low Risk:1 : High Risk:5

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

- Risk of Severe Financial Stress for Businesses with this Class: **0.84%** (84 per 10,000)
- Financial Stress National Percentile : **28** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1434** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48%** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- Composite credit appraisal is rated fair.
- Low proportion of satisfactory payment experiences to total payment experiences.
- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.
- High proportion of slow payment experiences to total number of payment experiences.

Financial Stress Percentile Trend:

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	28
Region: PACIFIC	52
Industry: MANUFACTURING	52
Employee range: 500+	61
Years in Business: 11-25	68

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

CREDIT SCORE SUMMARY

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 4 for this company shows that 9.4% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :

Credit Score Class : 4

Low Risk:1 ; High Risk:5

Moderate to high risk of severe payment delinquency over next 12 months.

Incidence of Delinquent Payment

- Among Companies with this Classification: **9.40%**
- Average compared to businesses in D&B's database: **10.20%**
- Credit Score Percentile : **28** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **478** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Increase in proportion of delinquent payments in recent payment experiences
- Higher risk industry based on delinquency rates for this industry

Credit Score Class Percentile Trend:

Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	28
Region: PACIFIC	50
Industry: MANUFACTURING	62
Employee range: 500-38527	84
Years in Business: 11-25	66

This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

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Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX	Payments Within Terms	Average High Credit
77	**77%**	**$13,797**
Equal to 5 days beyond terms (Pays more promptly than the average for its industry of 9 days beyond terms)		
Industry Median 74	**Total payment Experiences in D&Bs File (HQ)** 53	**Largest High Credit** $200,000
Equal to 9 days beyond terms	Trade Experiences with Slow or Negative Payments(%) 22.64%	Highest Now Owing $200,000
Payment Trend Unchanged	Total Placed For Collection 0	Highest Past Due $5,000
Compared to payments three months ago		

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

D&B PAYDEX

D&B PAYDEX : 77

Low Risk (100) ; High Risk (1)

When weighted by amount, payments to suppliers average 5 days beyond terms

☐ High risk of late payment (Average 30 to 120 days beyond terms)

☐ Medium risk of late payment (Average 30 days or less beyond terms)

☐ Low risk of late payment (Average prompt to 30+ days

3-MONTH D&B PAYDEX

3-Month D&B PAYDEX : 75

Low Risk (100) ; High Risk (1)

Based on payments collected over last 3 months.
When weighted by amount, payments to suppliers average 8 days beyond terms

☐ High risk of late payment (Average 30 to 120 days beyond terms)

☐ Medium risk of late payment (Average 30 days or less beyond terms)

sooner)

☐ Low risk of late payment (Average prompt to 30+ days sooner)

D&B PAYDEX® COMPARISON

CURRENT YEAR

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Mfg office furniture-nonwood , based on SIC code 2522 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	7/18	8/18	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	5/19
This Business	78	79	78	78	78	78	78	77	78	77	70	77
Industry Quartile												
Upper	78	-	-	78	-	-	78	-	-	78	-	-
Median	74	-	-	74	-	-	74	-	-	74	-	-
Lower	68	-	-	68	-	-	68	-	-	68	-	-

Current PAYDEX for this Business is 77 , or equal to 5 days beyond terms

The 12-month high is 79 , or equal to 2 DAYS BEYOND terms

The 12-month low is 71 , or equal to 14 DAYS BEYOND terms

PREVIOUS YEAR

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Mfg office furniture-nonwood , based on SIC code 2522 .

Previous Year	7/17 Q1'17	10/17 Q2'17	1/18 Q3'18	4/18 Q4'18
This Business	70	69	66	64
Industry Quartile				
Upper	78	78	78	78
Median	74	74	74	74
Lower	68	68	68	68

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 77, or equal to 5 days beyond terms

The present industry median Score is 74, or equal to 9 DAYS BEYOND terms

Industry upper quartile represents the performance of the payers in the 75th percentile

Industry lower quartile represents the performance of the payers in the 25th percentile

PAYMENT HABITS

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

Credit Extended	Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	2	300,000 %	
50,000-100,000	1	50,000 %	
15,000-49,999	3	60,000 %	
5,000-14,999	9	62,500 %	
1,000-4,999	11	20,000 %	
Under 1,000	10	4,200 %	

Based on payments collected over last 24 months.

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

PAYMENT SUMMARY

There are 53 payment experience(s) in D&Bs file for the most recent 24 months, with 31 experience(s) reported during the last three month period.

The highest Now Owes on file is 200000 . The highest Past Due on file is 5000

Below is an overview of the company's currency-weighted payments, segmented by it's supplier's primary industries:

Top Industries	Total Revd (#)	Total Amount	Largest High Credit	Within Terms (%)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
Telephone communictns	6	115,750	100,000	100	0	0	0	0
Mfg photograph equip	3	6,000	2,500	92	8	0	0	0
Nonclassified	2	51,000	50,000	98	2	0	0	0
Ret furniture	2	10,000	7,500	0	0	0	38	62
Misc equipment rental	2	5,750	5,000	57	0	0	43	0
Data processing svcs	2	10,000	5,000	100	0	0	0	0
State commercial bank	1	200,000	200,000	100	0	0	0	0
Paper mill	1	25,000	25,000	100	0	0	0	0
Whol office supplies	1	20,000	20,000	50	50	0	0	0
Mfg plastics/resins	1	15,000	15,000	50	50	0	0	0
Mfg nonwd office furn	1	10,000	10,000	0	100	0	0	0
Testing laboratory	1	10,000	10,000	100	0	0	0	0
Ret misc merchandise	1	7,500	7,500	100	0	0	0	0
Trucking non-local	1	2,500	2,500	50	50	0	0	0
Whol industrial suppl	1	2,500	2,500	100	0	0	0	0
Misc business service	1	1,000	1,000	100	0	0	0	0
Whol plastic material	1	1,000	1,000	0	100	0	0	0
Help supply service	1	1,000	1,000	0	0	100	0	0
Whol service paper	1	750	750	100	0	0	0	0
Mfg misc plastic prdt	1	500	500	0	100	0	0	0
Investment advice	1	500	500	100	0	0	0	0
Whol computers/softwr	1	500	500	100	0	0	0	0
Mfg elect. components	1	250	250	100	0	0	0	0
Radiotelephone commun	1	100	100	100	0	0	0	0
Employment agency	1	100	100	100	0	0	0	0

Other payment categories

Cash experiences	16	$2,800	$1,000
Payment record unknown	1	$50	$50
Unfavorable comments	0	$0	$0
Placed for collections	0	$0	$0
Total in D&B's file	53	$499,550	$200,000

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices, etc.

DETAILED PAYMENT HISTORY FOR THIS COMPANY

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
05/19	Ppt	100,000	90,000	0		1 mo
05/19	Ppt	50,000	50,000	100		1 mo
05/19	Ppt	25,000	10,000	0		1 mo
05/19	Ppt	7,500	0	0		1 mo
05/19	Ppt	7,500	5,000	0		1 mo
05/19	Ppt	5,000	0	0		2-3 mos
05/19	Ppt	5,000	5,000	0		1 mo
05/19	Ppt	5,000	0	0		2-3 mos
05/19	Ppt	2,500	750			2-3 mos
05/19	Ppt	2,500	0	0	N30	1 mo
05/19	Ppt	2,500	1,000	0		1 mo
05/19	Ppt	2,500	750			2-3 mos
05/19	Ppt	1,000	1,000	0		1 mo
05/19	Ppt	500	0	0		1 mo
05/19	Ppt	500	500	0		1 mo
05/19	Ppt	250	100	0		1 mo
05/19	Ppt-Slow 30	20,000	15,000	0	N45	1 mo
05/19	Ppt-Slow 30	15,000	2,500	2,500		1 mo
05/19	Ppt-Slow 30	1,000	750			2-3 mos
05/19	Slow 5	10,000	2,500	0		1 mo
05/19	(021)	1,000	0	0	Cash account	1 mo

05/19	(021)	1,000	0	0	Cash account	1 mo
05/19	(022)	250	0	0	Cash account	1 mo
05/19	(023)	50	0	0	Cash account	6-12 mos
05/19	(024)	50	0	0	Cash account	6-12 mos
05/19	(025)	50	0	0	Cash account	6-12 mos
04/19	Ppt	10,000	0	0		6-12 mos
04/19	Ppt-Slow 90	5,000	5,000	5,000		4-5 mos
04/19	Slow 90-120	7,500	7,500	5,000		1 mo
04/19	Slow 120	2,500	2,500	2,500		
04/19	(030)	50			Cash account	1 mo
03/19	Ppt	200,000	200,000	0		1 mo
03/19	(032)	100			Cash account	1 mo
02/19	Slow 30	500	0	0	N30	6-12 mos
02/19	Slow 60	1,000	1,000	1,000	N10	
11/18	Ppt	750	0	0		2-3 mos
10/18	(036)	250			Cash account	1 mo
10/18	(037)	250			Cash account	4-5 mos
10/18	(038)	100			Cash account	6-12 mos
10/18	(039)	50				1 mo
10/18	(040)	50			Cash account	1 mo
07/18	Ppt	750	750	0		1 mo
07/18	Ppt-Slow 30	2,500	0	0		6-12 mos
07/18	Slow 30	1,000	0	0		6-12 mos
06/18	(044)	50	0	0	Cash account	6-12 mos
05/18	(045)	50			Cash account	1 mo
04/18	Ppt	500	0	0	N30	6-12 mos
03/18	(047)	250			Cash account	1 mo
03/18	(048)	250			Cash account	1 mo
12/17	Ppt	100	0	0		6-12 mos
12/17	Slow 30	1,000	0	0		6-12 mos
11/17	Ppt	250	0	0		6-12 mos
09/17	(052)				Cash COD	1

09/17	(052)				Sales COD	1 mo
08/17	Ppt	100	100	0		1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported

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Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Bankruptcies	Judgments	Liens	Suits	UCCs
0	0	0	0	8
Latest Filing:	Latest Filing:	Latest Filing:	Latest Filing:	Latest Filing: 05-08-2018

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

UCC FILINGS

Collateral	All Assets including proceeds and products
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	EXEMPLIS LLC
Filing No.	167563017995
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	12-23-2016
Latest Info Received	01-20-2017

Collateral	Leased Equipment and proceeds
Type	Original

Sec. Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtor	EXEMPLIS LLC
Filing No.	167519693946
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	04-13-2016
Latest Info Received	04-29-2016

Collateral	Leased Equipment and proceeds
Type	Original
Sec. Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	087172085573
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	09-16-2008
Latest Info Received	09-25-2008

Type	Continuation
Sec. Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	1373657710
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	06-19-2013
Latest Info Received	06-20-2013
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573

Type	Amendment
Sec. Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	1373657713
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	06-19-2013
Latest Info Received	06-28-2013
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573

Type	Amendment
Sec. Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	1876477052
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	05-08-2018
Latest Info Received	05-25-2018
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573

Type	Continuation
Sec. Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION

Filing No.	1876477177
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	05-08-2018
Latest Info Received	05-09-2018
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573
Collateral	Leased Equipment
Type	Original
Sec. Party	RAYMOND LEASING CORPORATION, GREENE, NY
Debtor	EXEMPLIS LLC
Filing No.	177602317862
Filed With	SECRETARY OF STATE/UCC DIVISION. SACRAMENTO, CA
Date Filed	08-23-2017
Latest Info Received	09-08-2017

GOVERNMENT ACTIVITY

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A

Small Business	YES (2019)
8(A) firm	N/A

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

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

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Special Events

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History & Operations

Company Overview History Business Registration Operations SIC & NAICS

COMPANY OVERVIEW

Company Name
EXEMPLIS LLC

Doing Business As
SITONIT IDEON

Street Address
6415 Katella Ave Cypress, CA 90630

Phone
714 995-4800

URL
www.sitonit.net

History
CLEAR

Present management control
23 years

HISTORY

The following information was reported **01/18/2019**

Officer(s):
- PAUL DEVRIES, CEO
- MIKE MEKJIAN, PRES
- MIKE PHELAN, CFO
- PATRICK SOMMERFIELD, EXEC V PRES
- AIVY NGUYEN, ACCT MGR

THE OFFICER(S)

The California Secretary of State's business registrations file showed that Exemplis LLC was registered as a Limited Liability Company on March 20, 2015 under file registration number 201507910093.

This business was registered as a Exemplis Corporation in the state of California on February 27, 1996, but converted to a Exemplis LLC registered in the State of California on March 20, 2015

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1996 by the officers. 100% of capital stock is owned by Member's Interest.

RECENT EVENT:.

On May 23, 2018, sources stated that Exemplis LLC, f/k/a Exemplis Corporation, Cypress, CA, has acquired Symmetry Office, LLC, Tampa, FL, on May 16, 2018. With the acquisition, Symmetry Office, LLC will now operate as a subsidiary of Exemplis LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

PAUL DEVRIES. Antecedents are unknown.

MIKE MEKJIAN. 1996-present active here.

MIKE PHELAN. Antecedents are unknown.

PATRICK SOMMERFIELD. Antecedents are unknown.

AIVY NGUYEN. Antecedents are unknown.

BUSINESS REGISTRATION

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF **06/1**

This data is for informational purposes only, certification can only be obtained through the Sacramento Office of the California Secretary of State.

Registered Name:	EXEMPLIS LLC
Business type:	LIMITED LIABILITY COMPANY
State of incorporation:	CALIFORNIA
Filing date:	03/20/2015
Registration ID:	201507910093
Status:	ACTIVE
Where filed:	BUSINESS PROGRAMS DIVISION, SACRAMENTO ,CA
Registered agent:	C T CORPORATION SYSTEM (C0168406), ,,CA,

Principals:

SEATING INTERMEDIATE HOLDINGS LLC MANAGER/MEMBER 6415 KATELLA AVE CYPRESS CA 906300000

OPERATIONS

01/18/2019

Description:

- Manufactures non-wooden office furniture, specializing in padded, upholstered or plain chairs (100%).
- Has 350 account(s). Terms are 1% 10 Net 30 days. Sells to retailers. Territory : United States.
- Nonseasonal.

Employees: 800 which includes officer(s). 40 employed here.

Facilities: Leases 20,000 sq. ft. in a multi story brick building.

Location: Central business section on main street.

Branches: This business has additional branches; detailed branch information is available in D & B's linkage or family tree produc

Subsidiaries:

- Sitonit Seating Inc. Operates as Manufacture of furnitures.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

- 2522 0102 Chairs, office: padded or plain: except wood

NAICS:

- 337214 Office Furniture (except Wood) Manufacturing

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Financials

COMPANY FINANCIALS

Graph cannot be created

ADDITIONAL FINANCIAL DATA

On January 15, 2019, Peter Ching, Acct Mgr, verified history and operations, however, deferred sales figure.

REQUEST FINANCIALS STATEMENTS

You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the button below.

Financial Date Requested	Requested Period	Requested Year	Requested By	Received Date	Status

No data found

The requested financials below were provided by EXEMPLIS LLC and are not DUNSRight certified.

KEY BUSINESS RATIOS

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments : 19

Industry Norms Based On 19 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	4.4	UN
Return on Net Worth %	UN	12.3	UN
Short Term Solvency			
Current Ratio	UN	1.8	UN
Quick Ratio	UN	0.9	UN
Efficiency			
Assets to Sale %	UN	62.1	UN
Sales/Net Working Capital	UN	6.8	UN
Utilization			
Total Liabilities / Net Worth %	UN	112.9	UN

UN = Unavailable

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Notes:

Type	Name	Author	Visible To	Date Created
No Data found				

Associations

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *

abustamante@exemplis.com

Sales Representatives

Credit Limit

$0.00

Total Outstanding

$0.00

Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101. and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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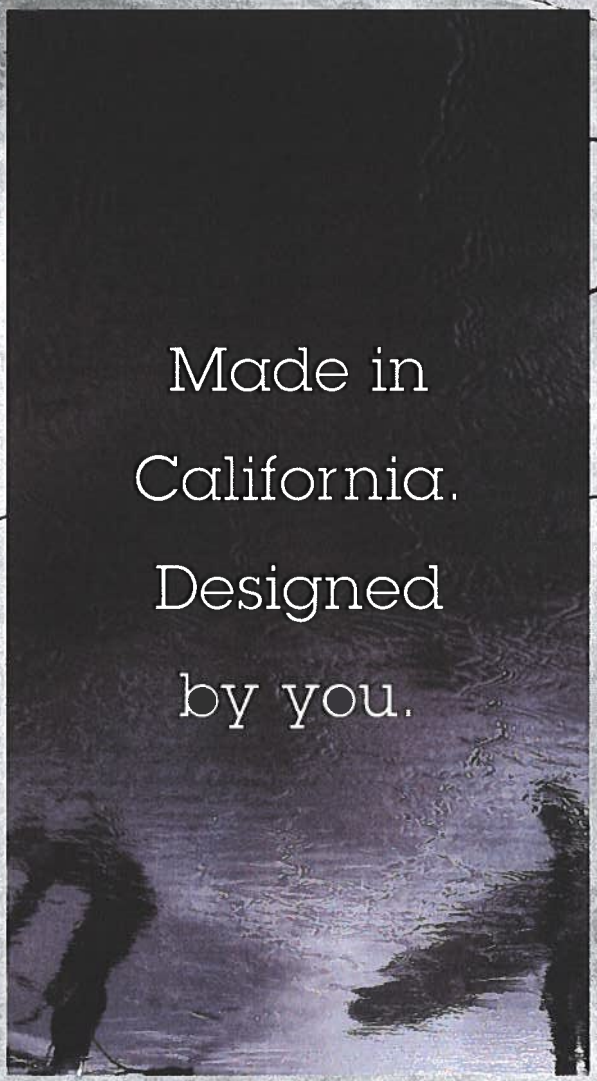
2018 Social Responsibility Report



SitOnIt • Seating® | IDEON®



Who we are

With the fastest lead time in the industry, SitOnIt Seating® and IDEON offer high-quality seating that combines award-winning design with intelligent ergonomics. From healthcare to higher education, we've been the go-to destination for built-to-order seating since 1996.

Born and bred in California, all of our key collections are designed in-house and rigorously tested for quality control, strength and durability. We make customization easy—our user-friendly ChairBuilder® tool lets you design your dream chair with just a few clicks. With chairs, sofas and stools for every desk, space and environment, the possibilities are endless.

Discover premium seating solutions—at a fraction of the price.

Our build-to-order promise

Custom-designed chairs, no waiting. Our lean manufacturing operation means we can ship build-to-order chairs in just two days. That means we can build the chair you want—and deliver it when you want it—at a price no one else can match.

Fastest shipping in the industry

Choose from 2, 5 or 10-day shipping. We cut lead time, sync orders and avoid off-schedule shipments at a rate our competitors just can't match. From start to finish, we maximize efficiency in every single area—whether it's sourcing and logistics or assembly and production.

Letter from our Founder & CEO

At SitOnIt Seating® and IDEON®, we understand how important it is to get what you want – to have an idea and see it created.

We built a company to help you do just that.

SitOnIt Seating® is the leader in custom, affordable build-to-order seating. We offer dozens of models, hundreds of options and thousands of textiles so you can get exactly what you want. Our chairs are made with world-class style for maximum comfort by renowned designers and engineers (at a price that is much lower than you would expect).

We also know that when you decide what you want, you want it fast. Our innovative build-to-order system means your custom creation ships in 2, 5 or 10 days – a promise unmatched in the industry. Because our products meet the highest industry standards, we stand behind them with a lifetime warranty. That's part of our outstanding customer service experience before, during and after each sale.

We're a California company and have proudly manufactured our products here since 1994. Our state faces monumental environmental challenges, as do other parts of North America: air pollution, drought and declining space in landfills are part of our ongoing challenges.

We have committed ourselves to being part of the solution, not part of the problem.

Our GREENGUARD Gold certified products protect indoor air from harmful emissions. We use less water to make a chair than we did five years ago. Material waste including fabric scraps and other components are collected, sorted and given to local recyclers to use in post-consumer products. We've implemented a complete design for environment program (DFE) addressing renewable and recyclable materials, end-of-life management, water management and energy efficiency. We have achieved ANSI/BIFMA level® certification, the ultimate recognition of our sustainability efforts.

We'll continue to build what you want, when you want it. Just for you. And we'll continue to build a cleaner California, and a better, more sustainable world.

Paul DeVries



Founder & CEO

About our report

Thank you for taking the time to look through our second Social Responsibility Report.

SitOnIt Seating® and IDEON® are proud to announce our Sustainability Initiative and plans to continue achievement of the Business and Institution Furniture Manufacturing Association's (BIFMA) level® certification in several areas covering Materials, Energy & Atmosphere, Human & Ecosystem Health, and Social Responsibility. We will be assessing our products' conformance to the ANSI/BIFMA e3-2014 Standard.

We first received our (BIFMA) level® certification in 2013. This report is an opportunity for us to continue communicating to our stakeholders our efforts as we move towards becoming a more sustainable business while growing our operations, and continuously improve our sustainability performance.

We have identified our stakeholders to be our owners, employees, dealers, end-customers, suppliers, community, trade organizations, governmental and regulatory agencies, certifying bodies and consultants. The list was developed upon considering all groups who have influence over Company decisions and those who are impacted by Company decisions.

Years to come, we aim to provide our stakeholders with data and performance indicators that can be monitored over time and that are material to our operations.

This report contains Standard Disclosures and Performance Indicators from the GRI G4 Sustainability Reporting Guidelines. More information about the Global Reporting Initiative (GRI) can be found at globalreporting.org. To learn more about BIFMA level® certification, visit levelcertified.org.

We hope that you find our disclosures informative. We welcome any comments, feedback, or suggestions for improvement that you may have. You can do so by e-mailing us at sitonit@exemplis.com.

Thanks again, we appreciate your interest.

Environmental accountability

SitOnIt Seating® and IDEON® are dedicated to sustainability from the fabrics we select, the way we manufacture and how we run our corporate offices. Our efforts have been recognized by Managing Automation, which listed us as one of its "Progressive 50." We work hard to minimize the impact of our manufacturing and support a healthy workplace – for our employees and our planet. Our lean manufacturing practice provides the foundation of our sustainability strategy by linking elimination of waste, conservation of resources and responsibly-designed products for durability and extended life.

MATERIALS

From the very beginning, our design and material selection process supports sustainability. Our fabric selection includes a variety of choices made of 100% recycled material. We manufacture with 10-20% recycled material. Our products contribute to achieving the LEED-CI Recycled Content Materials and Resources Credit.

MANUFACTURING

During assembly, our team uses environmentally-friendly water-based adhesives. Our precision design and state-of-the-art cutting machines minimize waste during production. And each month, we collect material waste like leather and fabric scraps, plastic drums, cardboard and metal and recycle them at local recycling centers.

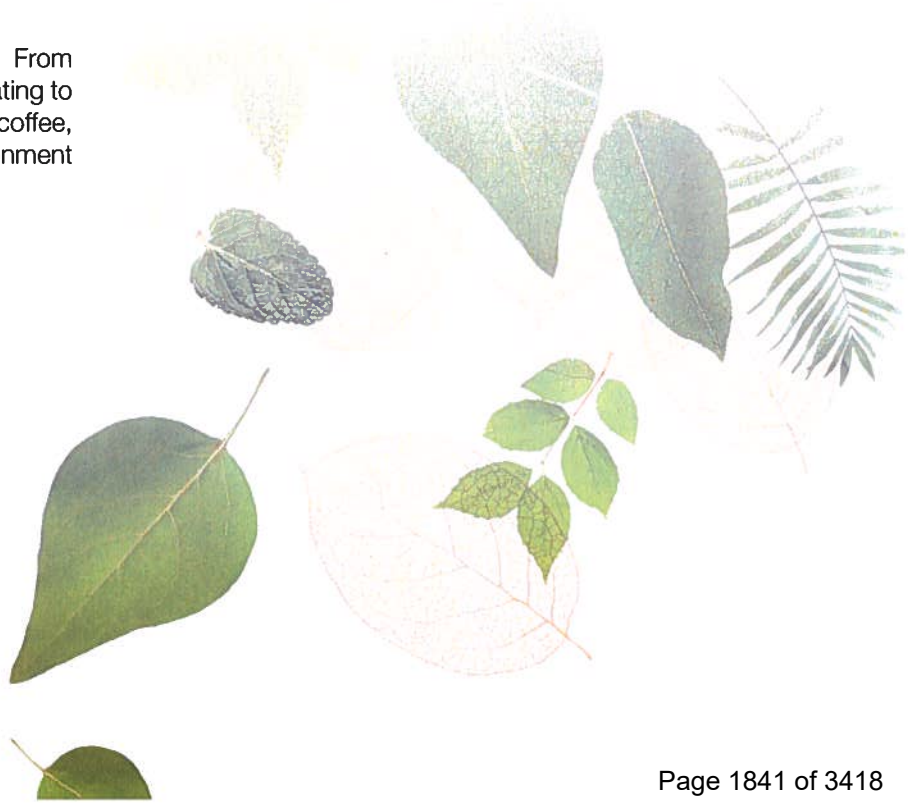
SitOnIt Seating® and IDEON® seating products have been tested and verified by Underwriter Laboratories, Inc. (UL) and meet the GREENGUARD standards for indoor air-quality emissions.

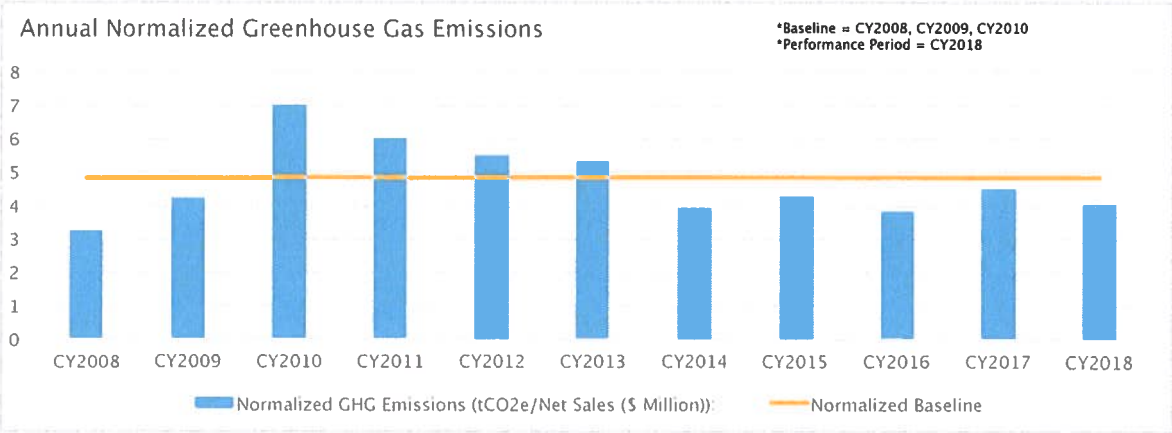
CORPORATE

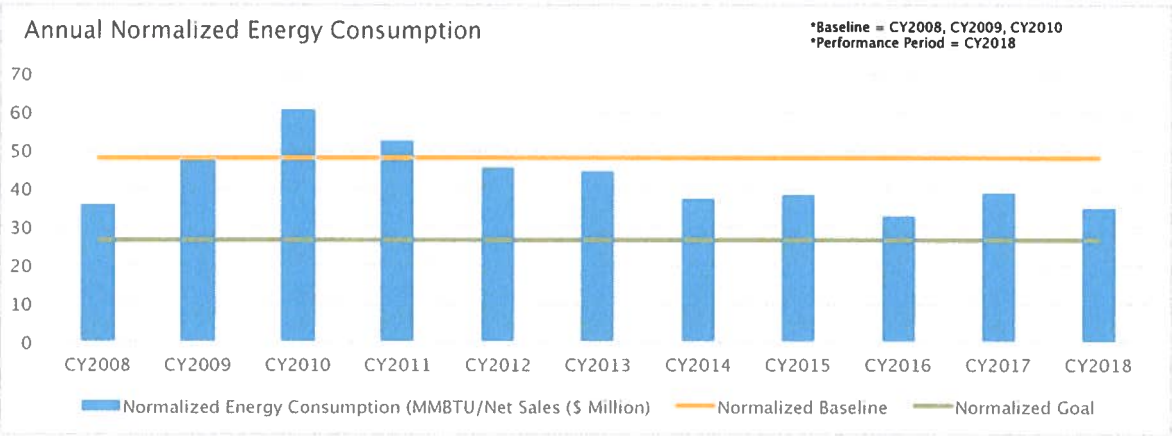
We run our business with sustainability in mind. From recycling office equipment and donating reusable seating to local schools to employees using their own mugs for coffee, many company-wide efforts are made with the environment in mind.

ENERGY & GREENHOUSE GAS EMISSIONS

We are committed to improving energy conservation and efficiency, which includes reducing our overall energy consumption and greenhouse gas emissions. It is our policy to continuously improve upon and regularly monitor our energy performance and to act in accordance with – if not exceed – all current and future local, state and national legislation required of our operations in this area. We will set objectives and targets directly related to energy conservation which will be reviewed at least annually. To hold ourselves accountable to these internal goals, we will be transparent with our performance metrics, reporting our performance to our stakeholders through publicly available, voluntary reporting outlets.







DRIVE FOR EFFICIENCY

SitOnIt Seating® and IDEON® have set a 40% reduction goal for normalized energy consumption at our facilities. We are hopeful we will reach this target by the year 2025. In order to achieve this, we have begun, and will continue, to implement energy savings projects to reduce our energy consumption. See the metrics we use to track both our energy consumption and greenhouse gas emissions (GHGs).

In addition, SitOnIt Seating® and IDEON® have committed to purchasing Renewable Energy Certificates (RECs) to offset a portion of the energy consumed from our manufacturing operations on an annual basis. For 2018, 669 MWh of Green-e certified RECs were purchased to account for a little over 20% of our electricity consumption. To learn more about RECs, please visit epa.gov/greenpower/gpmarket/rec.htm.

The normalized reductions we achieved from our 2008-2010 established baseline for energy consumption and greenhouse gas emissions for the 2018 reporting year were 27.8% and 16.8%, respectively.

TRANSPORTATION

SitOnIt Seating® and IDEON® are committed to reducing transportation related emissions through idling reductions, carrier selection and reductions in unnecessary intercompany movement. Attention is given to environmental criteria when selecting third-party carriers for inbound and outbound products and materials.

SOLID WASTE MANAGEMENT

SitOnIt Seating® and IDEON® have implemented a Zero Waste-to-Landfill goal. We will continuously work to achieve this goal by employing waste reduction and recycling strategies that will, over time, divert all manufacturing waste from our operations from being sent to a landfill.

We are in the early stages of identifying our waste streams and their current method of disposal. We know we have a long way to go and some potentially tough work ahead of us. Therefore, we are giving ourselves an appropriate deadline of 2025 to divert all our waste streams from the landfill.

ENVIRONMENTAL MANAGEMENT

SitOnIt Seating® and IDEON® are committed to environmental leadership and continue to utilize our lean manufacturing initiatives and principles to lower costs, use less materials and reduce our energy use.

Product responsibility

Our dedication to green processes begins with smart manufacturing and continues through every stage of our product's lifecycle. During manufacturing, we maximize material usage and minimize or recycle waste. Our products are GREENGUARD or GREENGUARD Gold certified, protecting your office environment from harmful emissions.

But our commitment to green production doesn't end there...

DESIGN FOR ENVIRONMENT

Reducing the environmental impacts of our products begins with our new product development process. All new products or major design modifications on existing products go through our Design for Environment process, which seeks to incorporate energy and water efficiency, renewable, recycled, recyclable and biodegradable materials and to account for end-of-life impacts.

DESIGN FOR DURABILITY / UPGRADEABILITY

SitOnIt Seating® and IDEON® products are engineered to achieve the highest levels of durability and upgradeability. Our products are designed to have a long and useful life and are manufactured to withstand repeated service, repair and handling. To facilitate maintenance, servicing and reassembly, replaceable components are standard features of our products, making them easy to refurbish and upgrade for multiple uses by the original or future users.



CHEMICAL MANAGEMENT

We are committed to reducing the human and ecosystem health impacts of our products and processes through regularly evaluating our chemical management and hazard communication plans. We will continuously evaluate and monitor the chemicals used in our facility and maintain current Safety Data Sheets through an electronic filing system. Using this process we will build a chemical inventory system to identify and track all existing chemicals within and leaving our facility, as well as all future purchased chemicals that are not currently in our system.

PRODUCT TAKE-BACK PROGRAM

SitOnIt Seating® and IDEON® offer the Take-Back Program to minimize product waste and make environmental responsibility easy for our customers. To honor this, we have partnered with the nonprofit environmental organization ANEW to offer a return program for surplus product – regardless of condition.

Where possible, ANEW matches the used products and materials otherwise destined for landfills with local non-profits and public agencies. The remainder is recycled or considered for energy-from-waste to avoid deposit in a landfill. Visit www.anewfound.org to find out more.

We are committed to making this relationship a part of our sales strategy and are proud to recommend ANEW to customers who wish to recycle their furniture for the good of the community and the environment.

ANEW

Corporate social responsibility

We have nine core values that we live by daily. These values are:

- **Honesty**
- **Accountability**
- **Results-Oriented**
- **Judgment**
- **Creative Problem Solving**
- **Flexibility and Adaptability**
- **Communication**
- **Selflessness**
- **Professional & Positive Attitude**

Our additional three leadership values are:

- **Builds & Manages Effective Teams**
- **Strategic Thinking and Development**
- **Plans & Aligns Work**

We believe in being a good corporate citizen by constantly looking for ways to reaffirm the beneficial social impact of our operations locally and globally. We are committed to maintaining high principles of social responsibility. We strive to be fair and transparent to our customers, employees and our manufacturing partners – and to benefit the communities in which we operate. We hold our suppliers to these standards, too.

ETHICS

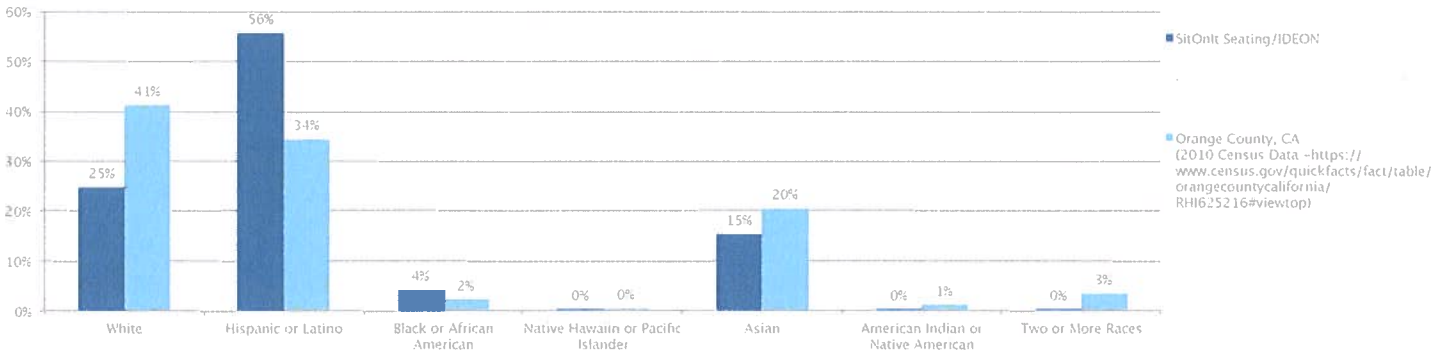
We understand the importance of credibility and trustworthiness to our success as a business. All officers and employees are expected to conduct their business affairs in accordance with all applicable laws of the United States and to observe the highest standards of business ethics, acting with integrity while considering the impact of their decisions on our stakeholders.

COMMUNITY INVOLVEMENT

Our goal is to continuously improve environmental performance. We also seek out activities that contribute to the community in which we operate. Activities may include volunteerism, donations, sponsorship opportunities and other community-based programs. We make every effort to involve our employees in these decisions and encourage their participation. Some of our efforts include:

- **Sponsoring an annual event benefiting The Common Thread for the Cure, a non-profit organization uniting the furniture industry in the battle against breast cancer**
- **Wishlist donations to the Society for the Prevention of Cruelty to Animals (SPCA)**
- **Hand-written notes to our troops and first responders through Operation Gratitude**
- **Over 5,600 pounds of food donated to Second Harvest Food Bank**
- **Toys for needy families and children in the Toys for Tots drive**
- **Taking part in Catering for a Cause with Bracken's Kitchen to end hunger in Orange County**

Population Comparison - 2018



LABOR AND HUMAN RIGHTS

It is our policy to protect and respect the basic human rights of our employees and associates. We are committed to providing decent work hours, wages and conditions, as well as upholding all local, national and global regulations prohibiting forced, compulsory and child labor.

To meet this end on a global scale, we have developed and distributed our Workplace Code of Conduct as a means for our supply partners to assess their own operations for social responsibility criteria – 80% of our partners have signed this Code of Conduct. At Exemplis, we believe that there needs to be a balance between business and society, a balance between maintaining a healthy business and proper respect and concern for people and the environment.

Understanding that our work with suppliers is consistently evolving, our Code of Conduct makes clear the expectations we have of our suppliers and lays out the minimum standards we expect each supplier to meet. Where issues of noncompliance are identified, suppliers shall work to address such issues under a spirit of continuous improvement. Where differences or conflicts in standards arise, the highest standard shall apply. Wherever the law is higher than this Code, the law will prevail.

It is our intent to use these standards as an essential factor in how we approach our sourcing strategies, how we assess supplier performance, and how we decide with which suppliers Exemplis will continue to engage and grow our business with. As we evolve our business model in sourcing and manufacturing, we expect to work with suppliers who understand that meeting these minimum standards is a critical starting point from which manufacturing leadership, continuous improvement and self-governance must evolve.

Our Code of Conduct binds our suppliers to specific minimum standards that we believe are essential to meeting these goals, including Business Integrity, Voluntary Work, Prohibiting Child Labor, Non-Discrimnation or Harassment, Freedom of Association, Working Hours, Subcontracting, Occupational Health and Safety, Minimizing Environmental Impact, Recordkeeping and Transparency, Monitoring and Corrective Action.

INCLUSIVENESS

We do not discriminate on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability. We are committed to treating all of our employees and associates with dignity and respect, promoting collaboration, teamwork and the active involvement of all employees. We encourage our employees to show trust and respect to all people regardless of their background, race, religion or sexual orientation and have an affirmative action plan that is updated annually with hiring and promotion goals for inclusion.

We encourage our employees to show trust and respect to all people regardless of background, race, religion, gender identify, or sexual orientation and have an Affirmative Action Plan (AAP) that is updated annually with hiring and promotion goals for inclusion. Our management team takes mandatory courses on preventing workplace harassment and effective recruitment training.

Our CEO holds monthly management meetings and periodic company-wide town-hall meetings to communicate strategies, objectives and field employee questions. All employees are encouraged to communicate with their managers and empowered to make suggestions and voice opinions that impact our business and our people.

HEALTH & SAFETY

Our employees are our most important asset. We are very mindful of their well-being and have put into place an extensive safety program and hold a wellness fair every year. Exemplis is committed to accident prevention and will do everything possible to protect the health and safety of our employees.

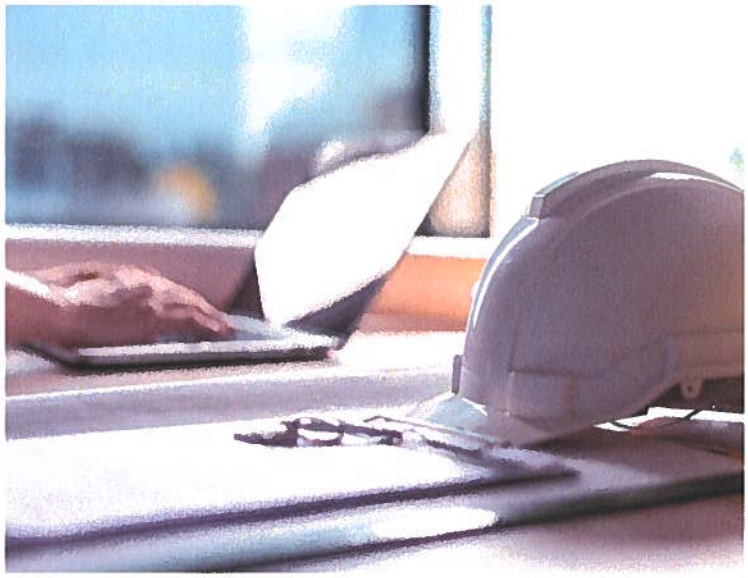
EMERGENCY PREPAREDNESS

Preparation is key to an effective safety program! We understand that an emergency or disaster can occur without notice. Whether it be an earthquake, fire or managing a critical health situation, staying composed and knowing what to do takes preparation and practice. At Exemplis, we have started to take the precautionary step to prepare and handle an emergency.

An Emergency Response Team (ERT) was established alongside our facilities manager to ensure we identify and mitigate risks associated with potential emergency scenarios. Twenty ERT members located throughout our facilities are trained in First Aid, Cardiopulmonary resuscitation (CPR) and use of the Automated External Defibrillator (AED).

- **First Aid certified – 20 team members**
- **CPR certified – 20 team members**
- **AED certified – 10 team members**

Our facilities are outfitted with an emergency preparedness kits; at least one AED to assist with basic life support; several fire extinguishers located in strategic areas and evacuation maps. At least once a year, each site performs an emergency evacuation drill to test our warning system; practice evacuation sweeps and continuously train our employees of the evacuation process. Key ERT members hold after action reviews after every evacuation and continuously improves our processes and invest in the proper resources to support our emergency preparedness plan.



We believe that when you have healthy employees, our company reaps the benefits. We are continuously strengthening our wellness programs, centered on employee education which drives awareness and encourages healthy lifestyle changes. Our culture of wellness is focused on four areas:

- **Physical**
- **Financial**
- **Mental**
- **Social**

Elements of our Wellness Program include providing an annual wellness fair consisting of flu shots and biometric screening; employee assistance programs (EAP); courses on healthy lifestyle; insurance wellness benefits; healthy tips on our monthly newsletters; sponsoring de-stressing dog visits; and offering company related sports activities.

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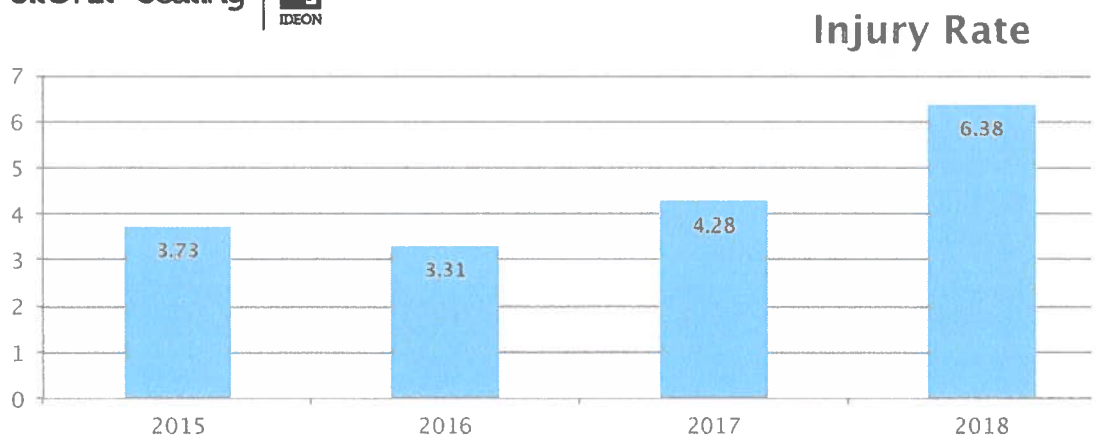

CHASE

Exhibit B to Attachment 2

November 2019

Re: Exemplis LLC (the "Company")

To Whom It May Concern:

This letter is being delivered to you to provide information on the Company's banking relationship with JPMorgan Chase Bank, N.A. (the "Bank"). We can hereby confirm that the Company has maintained accounts at the Bank since 2010 and has operated the accounts in a satisfactory manner. The Bank has extended the Company credit from time to time, with the high amount in the high eight figures. The Company has performed in accordance with the credit documentation.

Please be advised that this letter refers only to facts as they exist as of the date of this letter and the Bank shall have no duty or obligation to inform the addressee hereof of any future changes in such facts. This letter is solely for the benefit of the addressee hereof for the referenced purpose, and may not be relied on by any other person or for any other purpose.

Sincerely,

Nick St.Clair
Executive Director
JPMorgan Chase Bank, N.A.

The information in this letter is provided as an accommodation to the inquirer. This letter and any information provided in connection therewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection therewith shall attach to Bank or any of its officers, employees, or agents, that this letter makes no representations regarding the general condition of the companies named herein, their management, or their future ability to meet their obligations, and that information provided in this letter or in connection therewith is subject to change without notice.

JPMorgan Chase Bank, N.A. | 3 Park Plaza Floor 09, Irvine, CA 92614

Telephone: 949 471 9940

nick.stclair@chase.com

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 3
Qualification and Experience

i. Exemplis LLC was founded in 1996 by two entrepreneurs from the office furniture industry who saw a huge opportunity for quick, mass-customized ergonomic task seating at a value price. With just three employees, a fax machine and a bell that was rung every time a chair came down the conveyor belt, it was humble start to what is now a 700+ team with showrooms across the nation.

Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture. Our unique build-to-order manufacturing model allows us to create beautiful and reliable ergonomic office furniture and ship them quickly.

Exemplis LLC is meeting the growing demand for custom, build-to-order office furniture, including seating, lounge, benching, tables, and sit/stand solutions. We perfectly design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for government, education and office environments.

Since our inception, we have stayed on the cutting edge of innovation by listening to customers and creating modern seating products that meet their needs, allowing us to become a successful $325+ MM business in Orange County, California.

Our corporate office is located in Cypress, California.

ii. Exemplis LLC has a strong reputation throughout our authorized dealer network and customer base as being easy to do business with, providing prompt and professional customer service, and for creating beautifully designed, quick-ship Products at a value price point. Our customers appreciate our lifetime warranty and the fact that we pay for warranty labor (when approved in advance).

Since 2010, Exemplis LLC has outpaced the office furniture industry with a compounded growth of 159%. At the same time, BIFMA-tracked manufacturers (Herman Miller, Steelcase, Knoll, HNI, etc.) have a compounded average of 8%. We partner with the best dealers from top-tier

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manufacturers in order to provide an extensive distribution network. Those same top-tier manufacturers only offer limited distribution to their customers.

iii. Exemplis LLC has a 23-year history of providing the broadest collection of well-designed, sturdy, ergonomic seating, lounge chairs, tables and accessories at a mid-range, value price point. Designers and customers appreciate the fact we offer over 15,000+ fabrics/vinyls and a large selection of finishes and options (mass customizations) all done on a 2, 5, and 10 day production platform. In addition, the Products are backed up by a lifetime warranty.

Exemplis LLC aligns with the best dealers in every market, thus ensuring customers get the highest level of pre and post-sales service.

iv. **Key Employees Experience and Qualification**

- Executive Support
    - Bob Rohlman; Vice President, Sales
    - E-mail: brohlman@exemplis.com
    - Phone Number: 714-995-4800
    - Over 35 years in the office furniture industry
    - Graduated from University of Missouri
- Marketing
    - William M Buda; Channel Marketing Manager
    - E-mail: wbuda@exemplis.com
    - Phone Number: 714-995-4800
    - Over 4 years in the office furniture industry
    - Graduated from Cal State Fullerton
- Sales
    - Dan Conaty; Director of Government Sales
    - E-mail: dconaty@exemplis.com
    - Phone Number: 202-658-9258
    - Over 20 years in the office furniture industry
    - Graduated from James Madison University
- Sales Support
    - Zoey Yos; Contracts Administrator

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- E-mail: zyos@exemplis.com
- Phone Number: 714-995-4800
- Over 2 years in the office furniture industry
- Three bachelor's degrees obtained at Cal State Fullerton University and Eurasian National University

- Contracts & Financial Reporting

  - Derek Cairo; Manager, Contracts
  - E-mail: dcairo@exemplis.com
  - Phone Number: 714-995-4800
  - Over 6 years in the office furniture industry
  - Obtained juris doctorate from Thomas Jefferson School of Law

v. Exemplis LLC's strong government sector sales revenue is evidence of our success with Federal, State/Local and Cooperative contracts. Our product mix, along with our customer-friendly contract pricing and a dealer network specializing in government projects, are the key ingredients to our growth and success. We have a sizable number of repeat customers in the government sector who have been loyal to our brand for several years.

vi. Exemplis LLC is involved in legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation currently pending will not materially affect the company's consolidated operations, cash flows and financial condition.

In our company's history, there have not been any bankruptcies.

Exemplis LLC, and its current officers and directors, have never been through a State or Federal investigation.

Exemplis LLC has went through a couple reorganizations since its inception in 1996:

- February 1996 - SITONIT was incorporated
- November 2007 - SITONIT changed its name to Exemplis Corporation
- March 2015 – Exemplis Corporation converted to Exemplis LLC

vii. Please see Exhibit A to Attachment 3 for a list of Exemplis LLC's customer references

viii. **Additional Qualifications and Experiences**

Exemplis LLC's national sales force is structured starting with a strong, tenured management team consisting of Tim Kiger, VP of Sales, Bob Rohlman, VP of Contract Sales, four Regional

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Directors and a Director of Government Sales. At the territory level, Exemplis LLC has over 120 direct and independent reps who work directly with our channel distribution.

Exemplis LLC plans to use our commercial dealer network to sell and distribute our products to Region 4 ESC Members. Exemplis has over 2,000 dealer partners around the country; strong representation in every major, secondary and tertiary market in the United States and Canada. We will leverage our distribution network by supplying our sales force with the upfront contract training, co-branded marketing material and other tools to assist in pre/post sales cycle.

Please find our Authorized Dealer List included in our Request for Proposal Response as Exhibit B to Attachment 3.

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Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Exhibit A to Attachment 3
Exemplis LLC's Customer References

1) H&R Block, National Standards program

   a. Customer Contact: Joel Barnes, Director of Office Environment & Construction
   b. Phone: 816-854-4820
   c. Email: jobarnes@hrblock.com
   d. H&R Block offices are located nationwide
   e. Annual volume: $4 MM - $5 MM
   f. Product Mix: Focus Task Chairs
   g. Years serviced: 12

2) Rutgers, The State University of New Jersey

   a. Customer Contact: Rebecca Garner, Senior Interior Design Specialist
   b. Phone: 848-445-2530
   c. Email: rgarner@facilities.rutgers.edu
   d. Rutgers University is located in New Jersey
   e. Annual Volume: $300,000 year
   f. Product Mix: Amplify, Focus, InFlex, Aviera, Torsa, Composium, Visit
   g. Years serviced: 11+

3) Auburn University, Auburn, AL

   a. Customer Contact: Jimmy Harrison, Facilities Manager
   b. Phone: 205-567-8084
   c. Email: jimmyharrisoncf@gmail.com
   d. Auburn University is located in Alabama
   e. Annual Volume: $400,000 year; $1 MM in 2019
   f. Product Mix: Amplify, Focus, Torsa, Wit, Novo, InFlex, Rio, Lumin, Pasea, Aviera, Composium
   g. Years serviced: 13+

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4) Social Security Administration (SSA), National BPA Program

a. Customer Contact: Ralph Holzman, Purchasing Officer, SSA
b. Phone: 410-965-9261
c. Email: ralph.holzman@ssa.gov
d. Social Security Administration offices are located nationwide
e. Annual volume: $750,000 - $1.4 MM
f. Product Mix: Focus, ReAlign, Wit, Torsa, Freelance, InFlex, Focus Side, Movi, Rowdy & OnCall
g. Years serviced: 4 years at current volume; 15 years total

5) Department of Homeland Security, National BPA Program

a. Customer Contact: Marvin Miller, Project Manager, USCG
b. Phone: 202-475-5649
c. Email: Marvin.H.Miller@uscg.mil
d. Department of Homeland Security offices are located nationwide
e. Volume: $1.3 MM in FY13 & $1.5 MM FY17; approx. $500K annual in other years
f. Product Mix: Focus Family, Torsa, Prava, InFlex, Volley, OnCall, Composium
g. Years Serviced: 8

6) Lackland AFB, Wilford Hall Medical Facility, San Antonio, TX

a. Customer Contact: Ms. Tory Johnson, 59 MDW Interior Designer/Chief Plans & Design
b. Phone: 210-292-7172
c. Email: Tory.j.johnson4.civ@mail.mil
d. Lackland AFB is located in Texas
e. Volume: $2.4 MM in FY18; approx. $300K annual in other years
f. Product Mix: Focus Family, Torsa, Prava, InFlex, Freelance, Relay, Rio, Aviera, Composium
g. Years Serviced: 8

7) Veteran's Administration (VA Hospital) Denver/Aurora, Colorado Project

a. Customer Contact: David Geary, Contracting Officer-Commodities (West) Branch Chief, Dept. of Veterans Affairs, NCO 19
b. Phone: 303-202-8247
c. Email: David.Geary@va.gov
d. This VA Hospital is located in Colorado
e. Volume: $1.8 MM in FY18; approx. $300K in FY19 and other years
f. Product Mix: Focus Family, Torsa, Prava, InFlex, Freelance, Relay, Rio, Aviera, Composium
g. Years Serviced: 5

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8) US Patent & Trade Office, Alexandria, VA

a. Marla Robinson, Senior Procurement Manager
b. Phone: 571-272-5057
c. Email: marla.robinson@uspto.gov
d. The US Patent & Trade Office is located in Virginia
e. Volume: $350,000 in FY18; *recently awarded new 3 year BPA for 9,000 chairs with estimated revenue of $3,000,000
f. Product Mix: Focus and Torsa Task chair, Focus Side, Movi nesting chairs
g. Years Serviced: 9

9) City of Suffolk, VA

a. Customer Contact: Gerry Jones, Director, Capital Programs
b. Phone: 757-514-4032
c. Email: gjones@suffolkva.us
d. The City of Suffolk is located in Virginia
e. Volume: $300,000
f. Product Mix: Focus Family, Prava, Torsa, Freelance and Ideon
g. Years Serviced: 20

10) NASA, National Furniture Program

a. Customer Contact: John Carpenter, Operations Manager
b. Phone: 410-852-0606
c. Email: john.carpenter@nasa.gov
d. NASA offices are located nationwide
e. Volume: Approx. $400,000 per year
f. Product Mix: Broad mix
g. Years Serviced: 14

11) University of Minnesota

a. Customer Contact: Jerry Taintor, Category Manager
b. Phone: 612-625-8579
c. Email: taint001@umn.edu
d. This University is located in Minnesota
e. Volume: $3.5 MM in sales since 2015
f. Product Mix: Focus, ReAlign, Amplify, Freelance, Volley, Composium Lounge and other product
g. Years Serviced: 17 years

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12) Stony Brook University Hospital

a. Customer Contact: Candiano Rienzie, Associate Director Physical Therapy
b. Phone: 631-569-2293
c. Email: SBPathologyCareers@stonybrookmedicine.edu
d. This University Hospital is located in New York
e. Annual Volume: $100,000 year
f. Product Mix: Focus, Freelance, and InFlex
g. Years serviced: 8

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Region 4 ESC Request for Proposals
Furniture, Installation and Related Services
RFP # 19-18

EXHIBIT B TO ATTACHMENT 3
Authorized Dealer List

Dealer Name	State	County	Zip Code	Telephone	Diverse?	Region
1 DESIGN STUDIO LLC	GA	COBB	30066	404-915-4076		Midwest
16 POINTS SOLUTIONS	OH	HAMILTON	45249	513-967-0959		Midwest
1ST CLASS SOLUTIONS	TX	LUBBOCK	79424	806-771-4888		Midwest
1ST OFFICE FURNITURE ATL	GA	DEKALB	30338	770-841-2804		Midwest
2010 OFFICE FURNITURE INC	CA	LOS ANGELE	91733	626-444-2010		Midwest
3 OAKS RESOURCE GROUP INT'L	FL	MIAMI-DADE	33256	305-781-3113		Midwest
310 PROCUREMENT LLC	NC	WAKE	27605	919-838-9310		Midwest
360 OFFICE SOLUTIONS	MT	YELLOWSTON	59107	406-252-9210		Midwest
3DP INTERIORS INC	FL	LEE	33901	239-334-0393		Midwest
4ORM STUDIO	IL	ROCK ISLAN	61282	312-300-4499		Midwest
5 STAR OFFICE FURNITURE INC.	GA	DEKALB	30002	404-496-4182	Yes	Midwest
5 STAR OFFICE FURNITURE, INC.	GA	AVONDALE ESTATES	30002-1029	4044964182	Yes	Midwest
8 X 8 OFFICE FURNITURE AND DESIGN LLC	CA	ALAMEDA	94601	415-407-1900		Midwest
A & D DESIGNS LLC	PA	CHESTER	19460	610-703-2387		Midwest
A & W OFFICE SUPPLY & DESIGN	TN	KNOX	37932	865-966-1133		Midwest
A & W OFFICE SUPPLY, INC	TN	KNOX	97932	865-966-1133		Midwest
A + D RESOURCE INC	VA	FAIRFAX	22030	703-352-7780		Midwest
A D WYNNE CO INC	LA	ORLEANS	70113	504-522-9558		Midwest
A E ROBY INC	OH	HARDIN	43326	419-675-1118		Midwest
A HICKMAN DESIGN	VA	FAIRFAX	22124	703-375-9150		Midwest
A MARIS DESIGN	OH	HAMILTON	45208	513-315-0399		Midwest
A POMERANTZ & CO	PA	PHILADELPH	19109	215-408-2100		Midwest
A TO Z FACILITY SOLUTIONS LLC	MO	BOONE	65201	573-424-6789		Midwest
A.T. EQUIPMENT SALES CORPORATION	NY	WESTCHESTE	10583	914-472-7222		Midwest
A-1 KENNEWICK, LLC	WA	KING	98112	206-323-3888		Midwest
A1157 DESIGN SOLUTIONS LLC DBA CULTURA	CA	SAN DIEGO	92122	858-755-1390		Midwest
A2M4SEEN LLLP	CO	DENVER	80238-5008	303-571-5211		Midwest
AA K BUSINESS ENVIRONMENTS INCORPORATED	AK	ANCHORAGE	99503-2517	907-258-3534		Midwest
AAA BUSINESS SOLUTIONS, LLC	PA	PITTSBURGH	15205-9407	412-952-7247		Midwest
AAA BUSINESS SUPPLIES & INT	CA	SAN FRANCI	94124	415-821-4430	Yes	Midwest
AAA BUSINESS SUPPLIES LIMITED PARTNERSHIP	CA	SAN FRANCISCO	94124-1710	415-568-2770	Yes	Midwest
AAFES	TX	DALLAS	75236	214-312-3351		Midwest
AARONS INC	GA	COBB	30156-9239	678-402-3800		Midwest
ABI OFFICE FURNITURE, INC	CA	SAN DIEGO	92126-4409	858-549-3355	Yes	Midwest
ABIA HP LLC	TX	DALLAS	75006	469-647-3640		Midwest
ABIDE INTERNATIONAL	CA	SONOMA	95476	707-935-1577		Midwest
ABILENE PRINTING CO	TX	TAYLOR	79601	325-677-2673		Midwest
ABLES LAND INC	TX	SMITH	75711	903-593-8407		Midwest
ABRAHAM BALDWIN AGRI COLLEGE	GA	TIFT	31793	229-391-5045		Midwest
ABSOLUTE OFFICE OF OREGON	OR	MULTNOMAH	97214	503-367-0151		Midwest
ABSOLUTE OFFICE SOLUTIONS	CA	EL DORADO	95682	916-365-9027		Midwest
AC DESIGN CONCEPTS LLC	FL	BREVARD	32940-7003	321-624-0931		Midwest
AC HOTEL TEMPE BY MARRIOTT/US WB TEMPE LLC	CO	ARAPAHOE	80112	303-689-0800		Midwest
AC IRVINE/USWB PARK PLACE IRVINE, HOTEL OWNER, LLC	CO	ARAPAHOE	80112	303-689-0800		Midwest
ACC-APG-HUACHUCA DIVISION	AZ	COCHISE	85613	520-533-0426		Midwest
ACCENT COMMERCIAL FURNITURE INC	NY	ALBANY	12205	518-482-4000		Midwest
ACCENT OFFICE INTERIORS, INC	FL	LEON	32308	850-386-5201		Midwest
ACCESSORIES BY DESIGN	VA	HENRICO	23059	804-334-2995		Midwest
ACCOUNTS PAYABLE RUTGERS	NJ	MIDDLESEX	08903	908-889-2400		Midwest

ACCURATE OFFICE SUPPLY COMPANY	IL	DUPAGE	60188	630-784-4700		Midwest
ACK ENTERPRISES LIMITED	AL	BALDWIN	36526	251-767-9874		Midwest
ACM MEDICAL LABORATORY	NY	MONROE	14624	585-247-3500		Midwest
ACORN OFFICE PRODUCTS, LLC	NJ	LAKE HOPATCONG	07849-2250	973-663-3600		Midwest
ACR HEALTH	NY	ONONDAGA	13204	315-475-2430		Midwest
ACTION BUSINESS FURNITURE II	WA	PIERCE	98409	253-405-2633		Midwest
ACTION BUSINESS SUPPLIERS	KY	FAYETTE	40503	859-278-9448		Midwest
ACTIVE ERGONOMICS INC	NC	WAKE	27613	919-676-8211		Midwest
AD 1ST DISCIPLINARY COMMITTEE	NY	NEW YORK	10006	212-340-0494		Midwest
ADAPTABLE OFFICE INTERIORS	OH	GREENE	45324	937-482-4071		Midwest
ADDICTIONS CARE CENTER OF ALBANY INC	NY	ALBANY	12202	518-465-5470		Midwest
ADECA PURCHASING	AL	MONTGOMERY	36103	334-242-5216		Midwest
ADIRONDACK COMMUNITY COLLEGE WARREN HALL	NY	WARREN	12804	518-743-2266		Midwest
ADIRONDACK HEALTH INSTITUTE INC	NY	WARREN	12801	518-480-0111		Midwest
ADK GLENS FALLS TRANSPORTATION COUNCIL	NY	WARREN	12801	518-223-0634		Midwest
ADM INTERNATIONAL, INC	IL	COOK	60630	773-774-2400		Midwest
ADVANCE OFFICE & JANITORIAL SUPPLIES	NV	CLARK	89109	702-735-0213		Midwest
ADVANCED ERGONOMIC CONCEPTS	MO	ST. LOUIS	63146	314-994-0500		Midwest
ADVANCED FILING SYSTEMS AND FLORIDA OFFICE SYSTEMS	FL	BROWARD	33317	954-792-8226		Midwest
ADVANCED FURNITURE SERVICES	PA	PHILADELPH	19123	215-293-0500		Midwest
ADVANCED FURNITURE SOLUTIONS, INC	PA	CLEARFIELD	15801	814-372-2222		Midwest
ADVANCED OFFICE ENVIRONMENTS	PA	CHESTER	19355	610-993-3450		Midwest
ADVANCED OFFICE ENVIRONMENTS, INC.	PA	MALVERN	19355-2479	610-993-3453		Midwest
ADVANCED RESOURCE TECHNOLOGIES INC	VA	ALEXANDRIA	22314	703-682-4758		Midwest
ADVANCED SW TECHNOLOGIES	VA	CHESAPEAKE	23320	757-673-3754		Midwest
ADVANTAGE BUSINESS SYSTEMS	MI	SAGINAW	48607	989-992-6636		Midwest
ADVANTAGE OFFICE PRODUCTS	FL	DUVAL	32241	904-737-0066		Midwest
ADVANTAGE OFFICE SOLUTIONS	GA	CARROLL	30180	770-830-6868		Midwest
ADVENT BUSINESS INTERIORS INC	GA	LEE	31763	229-439-7418		Midwest
AE ARCHITECTURAL SERVICES	NY	MONROE	14604	585-428-7041		Midwest
AED	AL	MADISON	35898	256-313-8730		Midwest
AEGIS BUSINESS SOLUTIONS	KS	JOHNSON	66285	913-307-9922	Yes	Midwest
AEGIS BUSINESS SOLUTIONS, LLC	KS	OLATHE	66061-9219	9133079922	Yes	Midwest
AEGIS HC, LLC	CA	ORANGE	92653	949-364-3004		Midwest
AERONAUTICAL PRODUCTS	OK	OKLAHOMA	73169	405-954-6234		Midwest
AFCP/FMNFP	TX	BEXAR	78236-9854	210-395-7158		Midwest
AFD CONTRACT FURNITURE INC.	NY	NEW YORK	10019	212-721-7100		Midwest
AFD CONTRACT FURNITURE OF PUERTO RICO INC	PR		00918	787-754-2938		Midwest
AFFORDABLE BUSINESS INTERIORS	AZ	MARICOPA	85040	602-437-8737		Midwest
AFFORDABLE FURNITURE SOLUTIONS, LLC	FL	BREVARD	32950	321-961-5656		Midwest
AFFORDABLE INTERIOR SYSTEMS INC	MA	WORCESTER	01453	978-562-7500		Midwest
AFFORDABLE INTERIOR SYSTEMS, INC.	MA	LEOMINSTER	01453-6501	978 562 7500		Midwest
AFFORDABLE OFFICE INTERIORS, LLC DBA WAREHOUSE OF FIXTURES	MO	ST. LOUIS	63135			Midwest
AFFORDABLE OFFICE INTERIORS-IL (AKA: AOI) DBA BOS	IL	DUPAGE	60172	630-784-7730		Midwest
AFIT ENWL	OH	GREENE	45433	937-255-6565		Midwest
AFLCMC/ENR-EZ	MA	MIDDLESEX	01731	781-225-1841		Midwest
AFMC A10	OH	GREENE	45433			Midwest
AFRL/RWMF	FL	OKALOOSA	32542	850-883-0585		Midwest
AFSVA/SVTEA	TX	BEXAR	78236	210-395-7720		Midwest
AGILE OFIS SOLUTIONS LP	TX	HARRIS	77024	713-629-5599		Midwest
AGING & LONG TERM CARE	WA	SPOKANE	99201	509-458-2518		Midwest
AGING AND LONG TERM SERVICES	NM	SANTA FE	87505	505-476-4799		Midwest
AGRI BUSINESS CHILD DEVELOPMENT	NY	SCHENECTAD	12308	518-346-6447		Midwest
AI CORPORATE INTERIORS	AL	JEFFERSON	35233	205-871-4599		Midwest
AIKEN OFFICE SUPPLY & BOOK SHOP	SC	AIKEN	29802	803-648-8339		Midwest
AIR FORCE PENTAGON - SAF/AAOM	DC	DISTRICT O	20330-1435	703-697-7141		Midwest
AIR FORCE RESEARCH LABORATORY	NY	ONEIDA	13441			Midwest
AIREA	MI	OAKLAND	48335	248-426-0100		Midwest
AIRMAN AND FAMILY READINESS CENTER	ND	GRAND FORK	58205	701-747-6493		Midwest
AIRMAN AND FAMILY READINESS CENTER	OH	GREENE	45433	937-656-0944		Midwest
AIS-JAX, INC. DBA ADVANCED FURNITURE SOLUTIONS	FL	DUVAL	32256	904-398-0807		Midwest
AJ GRACK BUSINESS INTERIORS	PA	ERIE	16506	814-835-8217		Midwest
AJAX OFFICE FURNITURE	FL	PINELLAS	33760	727-535-1300		Midwest
AK SALES & CONSULTING INC	NM	CHAVES	88201	575-623-1488		Midwest
AKRON CENTRAL SCHOOL DISTRICT	NY	ERIE	14001	716-542-5020		Midwest
ALABAMA A&M UNIVERSITY	AL	MADISON	35762	256-372-5227		Midwest
ALABAMA CONTRACT SALES	AL	LEE	36831	334-821-4500		Midwest
ALABAMA INDUSTRIAL DEVELOPMENT TRAINING	AL	MONTGOMERY	36116	334-242-4158		Midwest
ALABAMA INSTITUTE FOR DEAF & BLIND	AL	TALLADEGA	35161	256-761-3254		Midwest
ALABAMA OFFICE SUPPLY CO LLP	AL	LEE	36801	334-749-3456		Midwest

ALABAMA OFFICE SUPPLY, LLP	AL	LEE	36803-0467	334-749-3456		Midwest
ALBRIGHT KNOX ART GALLERY	NY	ERIE	14222	716-713-4974		Midwest
ALBUQUERQUE HEALTHCARE FOR THE HOMELESS	NM	BERNALILLO	87125	505-766-5197		Midwest
ALBUQUERQUE INDIAN HEALTH SERVICE	NM	BERNALILLO	87110			Midwest
ALBUQUERQUE INDIAN HEALTH SERVICE	NM	BERNALILLO	87110			Midwest
ALBUQUERQUE OFFICE SYSTEMS	NM	BERNALILLO	87109	505-345-2824		Midwest
ALBUQUERQUE PUBLIC SCHOOLS	NM	BERNALILLO	87125	505-880-2566		Midwest
ALFRED WILLIAMS AND COMPANY	NC	MECKLENBUR	28289	919-832-9570		Midwest
ALIANZA SERVICES LLC	NY	ROCKLAND	10960	845-675-7337		Midwest
ALIGN 1 SOLUTIONS LLC	OH	SUMMIT	44236	216-404-6702		Midwest
ALIQUIPPA SCHOOL DISTRICT	PA	BEAVER	15001	724-857-7500		Midwest
ALL AMERICAN OFFICE SOLUTIONS	NC	WAKE	27610	919-534-1279	Yes	Midwest
ALL BUSINESS SYSTEMS & DESIGN	VA	FAIRFAX	20151-2958	703-631-1200		Midwest
ALL MAKES	NE	LANCASTER	68510	402-477-7131		Midwest
ALL POINTS LOGISTICS	FL	BREVARD	32952	321-735-8632		Midwest
ALLAMAKEE COUNTY FSA OFFICE	IA	ALLAMAKEE	52172			Midwest
ALLAN SHAIVITZ ASSOC INC	FL	MANATEE	34202	941-907-6695		Midwest
ALLEGANY LIMESTONE CSD	NY	CATTARAUGU	14706	716-373-6600		Midwest
ALLEGHENY COUNTY AIRPORT AUTHORITY FINANCE DEPT	PA	ALLEGHENY	15231-0370	412-472-5665		Midwest
ALLEGHENY COUNTY HOUSING AUTHORITY	PA	ALLEGHENY	15222	412-355-8940		Midwest
ALLEN BUSINESS MACHINES	IN	ALLEN	46802	260-744-4259		Midwest
ALLIANCE CORPORATE SERVICES	FL	BROWARD	33322	954-452-4949		Midwest
ALLIE KONING	CA	SAN FRANCI	94110	415-654-1660		Midwest
ALLSTATE OFFICE INTERIORS	NJ	MERCER	08619	732-438-1244		Midwest
ALLSTEEL INC	IA	MUSCATINE	52761	563-299-6045		Midwest
ALLSTEEL INC.	IA	MUSCATINE	52761-5263	563-272-4441		Midwest
ALLYSON GROUP INC	IL	ST. CLAIR	62269	618-624-4900		Midwest
ALOFT C/O NEW EPI INC	TX	DALLAS	75244	972-661-3188		Midwest
ALPHA CORPORATE DESIGNS INC	VA	CHESAPEAKE	23320	757-495-6160		Midwest
ALPHA OFFICE SUPPLIES INC	PA	MONTGOMERY	19004	215-226-2690		Midwest
ALPHA OMEGA SHELVING, INC	PA	ALLEGHENY	15106	412-276-1200		Midwest
ALPHA PROFESSIONAL SOLUTIONS	PA	PHILADELPH	19131	215-226-2690		Midwest
ALTAPOINTE HEALTH SYSTEMS	AL	MOBILE	33693	251-450-5909		Midwest
ALTERNATE RESOURCES	NY	WESTCHESTE	10583	914-713-1001		Midwest
ALTERNATIVE BUSINESS FURNITURE INC	MN	HENNEPIN	55344	952-937-7688		Midwest
ALUTIIQ PACIFIC LLC	AK	ANCHORAGE	99503	907-222-9500		Midwest
ALVERNIA UNIVERSITY	PA	BERKS	19607	610-796-8338		Midwest
AMBRIDGE INTERIORS	MD	BALTIMORE	21286	410-321-1335		Midwest
AMCASE	NC	FORSYTH	27107	888-396-9060		Midwest
AMEDD C&S	TX	BEXAR	78234	210-221-8058		Midwest
AMEDD CENTER & SCHOOL	TX	BEXAR	78234	210-221-9023		Midwest
AMERICAN BUSINESS INTERIORS	FL	BREVARD	32901	321-723-5003		Midwest
AMERICAN CAMPUS COMMUNITIES	TX	TRAVIS	78738	512-732-1000		Midwest
AMERICAN COMMERCIAL INTERIORS	VA	HENRICO	23238	804-754-7132		Midwest
AMERICAN DESIGN ASSOCIATES	MD	BALTIMORE	21204	410-823-5500		Midwest
AMERICAN EMBASSY OTTAWA	ON		K1P 5T1	613-688-5414		Midwest
AMERICAN FOREIGN SERVICE PROTECTIVE ASSOCIATION	DC	DISTRICT O	20036	202-833-4910		Midwest
AMERICAN HOTEL REGISTER CO	IL	LAKE	60061	847-743-6091		Midwest
AMERICAN INSTITUTE FOR CPCU	PA	CHESTER	19355	610-644-2100		Midwest
AMERICAN INTERIORS INC	OH	LUCAS	43615	419-535-1808		Midwest
AMERICAN OFFICE EQUIPMENT CO INC	MD	BALTIMORE	21202	410-539-7529		Midwest
AMERICAN OFFICE EQUIPMENT COMPANY, INC.	MD	BALTIMORE	21202-3611	410-539-7529		Midwest
AMERICAN OFFICE PRODUCTS	MN	HENNEPIN	55405	612-341-2002		Midwest
AMERICAN RED CROSS	PA	ALLEGHENY	15222	412-263-3184		Midwest
AMERICAS OFFICE SOURCE INC	FL	SEMINOLE	32701	407-478-0637		Midwest
AMERISYS INC	VA	FAIRFAX	20151	703-818-7000		Midwest
AMERISYS, INC.	VA	CHANTILLY	20151-4237	703 818 7000		Midwest
AMG SPECIALTY HOSPITAL PARK PLACE	LA	LAFAYETTE	70508	337-269-9566		Midwest
AMICO LLC DBA SOS SPEEDY OFFICE SUPPLY	OH	CUYAHOGA	44128	216-464-1959		Midwest
AMO OFFICE FURNITURE LLC	IN	ALLEN	46898	260-341-9268		Midwest
ANDERSEN OFFICE INTERIORS, INC	IL	DUPAGE	60559	630-543-1900		Midwest
ANDERSEN SCHOEL OFFICE INTERIORS	TX	BELL	76548	254-698-1483		Midwest
ANDERSON INTERIORS - PA	PA	ALLEGHENY	15147	412-828-7420		Midwest
ANDERSONS OFFICE FURNITURE & DESIGNS INC	AZ	PIMA	85719	520-322-9099		Midwest
ANDREW R MANCINI ASSOCIATES INC	NY	BROOME	13760	607-754-7070		Midwest
ANTON GROUP LLC	MN	HENNEPIN	55405	612-341-3151		Midwest
AOE OF FLORIDA DBA BOS ORLANDO	FL	SEMINOLE	32746	407-805-9911		Midwest
AOI FURNITURE SERVICES	NE	SARPY	68138	402-896-5520		Midwest
APEX FACILITY RESOURCES INC	WA	KING	98031	206-686-3357		Midwest
APEX FILING SOLUTIONS	CA	SACRAMENTO	95758			Midwest

APEX OFFICE PRODUCTS INC	FL	HILLSBOROU	33603	813-871-2010		Midwest
APG OFFICE FURNISHINGS	OH	HAMILTON	45246-1228	513-621-9111		Midwest
APPLICA LOGISTICS	VA	PRINCE WIL	20110	703-843-7171		Midwest
APPLIED ERGONOMICS-JKM DESIGNS	IL	COOK	60076	847-679-5148		Midwest
APPLIED PHYSICS LABORATORY	MD	PRINCE GEO	20725-0670	243-778-6132		Midwest
AQ LIVE LLC	TX	TRAVIS	78704	512-371-6924		Midwest
ARAMARK HEALTHCARE	PA	LYCOMING	17701	570-327-1500		Midwest
ARBEE ASSOCIATES	MD	GAITHERSBURG	20878-1418	3012128748		Midwest
ARBEE ASSOCIATES MD	MD	MONTGOMERY	20877	908-686-3900	Yes	Midwest
ARBEE ASSOCIATES-NJ	NJ	MIDDLESEX	08854	732-424-3827	Yes	Midwest
ARC HOSPITALITY PORTFOLIO I OWNER, LLC	CA	SAN FRANCI	94102	407-456-7062		Midwest
ARC/ASD/OTS AVERY 3G	WV	WOOD	26106	304-480-7070		Midwest
ARCADIANAS OFFICE PRODUCTS	LA	LAFAYETTE	70506	337-234-1155		Midwest
ARCHITECTS PLUS	OH	HAMILTON	45202	513-984-1070		Midwest
ARCHITECTURAL MARKETING, INC.	DE	SUSSEX	19968			Midwest
ARCTIC OFFICE MACHINE, INC.	AK	ANCHORAGE	99503-2604	907-792-1106	Yes	Midwest
ARCTIC OFFICE PRODUCTS INC	AK	ANCHORAGE	99503	907-276-2322	Yes	Midwest
AREA AGENCY ON AGING	PA	WESTMORELA	15601	724-830-3750		Midwest
AREA DISTRIBUTORS	IL	ADAMS	62306	217-223-3600		Midwest
AREG HDP SPRING HILL SUITES ALPHARETTA, OPERATOR L	CO	BOULDER	80027	303-530-3885		Midwest
ARENSON OFFICE FURNISHINGS INC	NY	NEW YORK	10010	732-393-7118		Midwest
ARGONNE NATIONAL LABORATORY	IL	DUPAGE	60439	630-252-7031		Midwest
ARGYLE OFFICE SOLUTIONS INC	IL	COOK	60067	847-220-0690		Midwest
ARIO INC	IL	COOK	60090	312-961-8546		Midwest
ARIZONA FURNISHINGS	AZ	MARICOPA	85353	602-484-7331		Midwest
ARIZONA OFFICE LIQUIDATORS AND DESIGNS	AZ	MARICOPA	85040	602-437-2224		Midwest
ARIZONA SUPREME COURT	AZ	MARICOPA	85007	602-452-3300	Yes	Midwest
ARKANSAS REGIONAL LABORATORY	AR	JEFFERSON	72079	870-541-7100		Midwest
ARLINGTON COUNTY VIRGINIA	VA	ARLINGTON	22201	703-228-3684		Midwest
ARLINGTON HOTEL ASSOC LLC	NY	WESTCHESTE	10605	914-290-4999		Midwest
ARMSTRONG ATLANTIC STATE UNIV.	GA	CHATHAM	31419-1997	912-344-2647		Midwest
ARMSTRONG OFFICE CONCEPTS, LLC	TX	DALLAS	75006	469-568-6648		Midwest
ARMSTRONG SCHOOL DISTRICT	PA	ARMSTRONG	16201	724-763-5237		Midwest
ARMY ATHLETIC ASSOCIATION	TX	BOWIE	75505-6111	845-938-6450		Midwest
ARMY CORP OF ENGINEERS	AL	MOBILE	36652	251-694-3818		Midwest
ARMY MATERIAL COMMAND	AL	MADISON	35898			Midwest
ARMY RESEARCH LAB	MD	PRINCE GEO	20783			Midwest
ARMY REVIEW BOARD AGENCY	VA	ARLINGTON	22202	571-234-7850		Midwest
ARNOLD & ASSOCIATES INTERIORS, INC.	LA	EAST BATON	70806	225-343-2702		Midwest
ARNOT OGDEN MEDICAL CENTER	NY	CHEMUNG	14905	607-737-4516		Midwest
ARRINGTON COMMERCIAL INTERIORS	VA	NORFOLK CI	23513	757-428-7898		Midwest
ART OF INTERIOR, INC	NC	WAKE	27603	919-696-2985		Midwest
ARTHUR P OHARA, INC.	IL	DUPAGE	60515	630-786-5454		Midwest
ARTLITE OFFICE SUPPLY COMPANY	GA	FULTON	30324	404-875-7271		Midwest
ASCENSION HEALTH MINISTRY SVC CTR	IN	MARION	46203	317-334-8363		Midwest
ASCENSION PAR. SHERIFFS DEPT	LA	ASCENSION	70346	225-621-8328		Midwest
ASE	VA	LOUDOUN	20176	703-669-6600		Midwest
ASHBURY HEIGHTS	PA	ALLEGHENY	15243	412-571-5006		Midwest
ASHENHURST PARTNER GROUP LLC	IL	KANE	60506	847-238-2760		Midwest
ASHLAND OFFICE SUPPLY, INC.	KY	BOYD	41105-2409	606-329-1400		Midwest
ASHLEY OEHLMANN	CA	LOS ANGELE	90266	310-938-6638		Midwest
ASIAN CULTURAL COUNCIL	NY	NEW YORK	10036	212-843-0403		Midwest
ASSOC FOR RETARDED CITIZENS OF BALDWIN COUNTY INC	AL	BALDWIN	36551	251-964-4451		Midwest
ASSOCIATED INDUSTRIES FOR THE BLIND	WI	MILWAUKEE	53208-2620	414-778-5800		Midwest
ASSOCIATED INDUSTRIES FOR THE BLIND	WI	MILWAUKEE	53208	414-778-5800		Midwest
ASSOCIATED OFFICE SYSTEMS OF LA	LA	ORLEANS	70130	504-561-8400		Midwest
ASSOCIATED STUDENTS CSU CHICO	CA	BUTTE	95927-7570	530-898-6815		Midwest
ATD CAPITOL, LLC	FL	BOCA RATON	33487-3636	954-485-5000		Midwest
ATD-AMERICAN CO.	PA	MONTGOMERY	19095	215-576-1000		Midwest
ATHENA CONSTRUCTION GROUP, INC.	VA	TRIANGLE	22172-1252	703-221-7131	Yes	Midwest
ATHENS CITY BOE	AL	LIMESTONE	35611	256-233-6600		Midwest
ATHENS REGIONAL LIBRARY	GA	CLARKE	30606	706-613-3650		Midwest
ATLANTA BUSINESS PRODUCTS INC	GA	DEKALB	30318	770-455-7010		Midwest
ATLANTA DESIGN GROUP, INC	GA	GWINNETT	30071	770-447-9308		Midwest
ATLANTA OFFICE CENTER	GA	FULTON	30336	770-596-1072		Midwest
ATLANTA OFFICE FURNITURE	GA	GWINNETT	30071	770-734-9100		Midwest
ATLANTA OFFICE LIQUIDATORS INC.	GA	DEKALB	30319	678-429-0206		Midwest
ATLANTA OFFICE SOURCE	GA	FULTON	30336	770-310-5614		Midwest
ATLANTA TECHNICAL COLLEGE	GA	FULTON	30310	404-225-4708		Midwest
ATLANTIC BUSINESS INTERIORS	NS		B3B 1Z1	902-468-3200		Midwest

ATLANTIC CAPE COMMUNITY COLLEGE	NJ	ATLANTIC	12033	609-343-4920		Midwest
ATLANTIC CORPORATE INTERIORS	MD	PRINCE GEO	20705	301-931-3600		Midwest
ATLANTIC COUNTY UTILITIES AUTHORITY	NJ	ATLANTIC	08232	609-272-6950		Midwest
ATLANTIC GROUP FPPM INC, THE	NY	NEW YORK	10036	212-977-6688		Midwest
ATLANTIC GROUP LA LLC	CA	LOS ANGELE	90067	212-292-7140		Midwest
ATLANTIC PURCHASING	NH	ROCKINGHAM	03801	603-559-2100		Midwest
ATLAS METAL PRODUCTS CO. INC.	KY	JEFFERSON	40259	502-779-2100		Midwest
ATLAS OFFICE SYSTEM, INC	KY	JEFFERSON	40228	502-779-2117		Midwest
ATMOSPHERE COMMERCIAL INTERIORS	MN	HENNEPIN	55402	612-343-5839		Midwest
ATRIUM FACILITIES & INTERIORS LLC	VA	FAIRFAX	22182	703-459-1084		Midwest
ATX HOTEL NO 1 LTD - COURTYARD BY MARRIOTT ALLIANC	TX	COLLIN	75093	972-616-8349		Midwest
AURA INC	AZ	PIMA	85726	520-318-8000		Midwest
AUSTIN PEAY UNIVERSITY	TN	MONTGOMERY	37044	931-221-7032		Midwest
AVAIL BUSINESS SYSTEMS, INC.	PA	CAMBRIA	15907	814-410-3136		Midwest
AVALON BAY COMMUNITIES ARLINGTON SQUARE	FL	ORANGE	32801	407-246-7770		Midwest
AVALON FREE PUBLIC LIBRARY	NJ	CAPE MAY	08202	609-368-9564		Midwest
AVALONBAY COMMUNITIES	GA	GLYNN	31522	404-510-1611		Midwest
AVENDRA REPLENISHMENT LLC	MD	MONTGOMERY	20850	301-825-0500		Midwest
AVON CENTRAL SCHOOLS	NY	LIVINGSTON	14414	585-226-2455		Midwest
AVR FILING & STORAGE SYSTEMS	VA	FAIRFAX	22015	703-631-5111		Midwest
AWE CORPORATE INTERIORS	AZ	MARICOPA	85014	602-841-7480		Midwest
A-Z OFFICE FURNITURE	TN	MAURY	38402	931-388-1536		Midwest
B & B ENTERPRISES OF LAFAYETTE LLC	LA	LAFAYETTE	70506	337-232-2400		Midwest
B & JCM PROPERTIES	FL	MIAMI-DADE		305-593-6366		Midwest
B & M CONSTRUCTION INC	CO	EL PASO	80907	719-577-4550		Midwest
B AND B FURNITURE CONCEPTS	FL	BREVARD	32940	321-757-0303		Midwest
B&M CONSTRUCTION, INC.	CO	COLORADO SPRINGS	80907-5187	719-577-4550	Yes	Midwest
BA 301 MAIN	GA	GLYNN	31522	770-340-8122		Midwest
BA 301 MAIN / MOGAR FARMS V LLC	GA	COBB	30067			Midwest
BA DESIGNS, LLC	KS	SHAWNEE	66609	785-267-8100		Midwest
BACHMEIER INT & CARPET	IA	JOHNSON	52241	319-545-5678		Midwest
BACK CARE BASICS INC	MA	NORFOLK	02052	502-242-9997		Midwest
BAE SYSTEMS	TN	SULLIVAN	37660-9382	000-000-0000		Midwest
BAHFED CORP	OR	MULTNOMAH	97205	503-208-8410		Midwest
BAILEY OFFICE OUTFITTERS	IA	WAPELLO	52501	641-684-6528		Midwest
BAKER STREET OFFICE FURNISHINGS	IN	ALLEN	46850-0042	260-424-8112		Midwest
BAKERSFIELD CITY SCHOOL DISTRICT	CA	KERN	93305	661-631-4693		Midwest
BALDWIN COUNTY BOARD OF EDUCATION	GA	BALDWIN	31059	478-457-2456		Midwest
BALDWIN COUNTY COMMISSION	AL	BALDWIN	36507	251-937-0264		Midwest
BALDWIN DESIGN GROUP INC	MD	SAINT MARY	20619	301-737-0555		Midwest
BANG OFFICE INTERIORS	WA	KING	98121	206-388-2599		Midwest
BANK BUILDING CORP (DBA: NEWGROUND)	MO	SAINT LOUI	63017	636-898-8100		Midwest
BANK STREET COLLEGE OF EDUCATION	NY	NEW YORK	10025	212-875-4625		Midwest
BARBOUR SPANGLE DESIGN GROUP INC	NC	GUILFORD	27260	336-889-3996		Midwest
BAREFIELD WORKPLACE SOLUTIONS INC DBA WORKPLACE SOLUTIONS	MS	HINDS	39205	601-354-4960		Midwest
BARLOVENTO LLC	AL	HOUSTON	36303	334-983-9979		Midwest
BARNARD COLLEGE	NY	NEW YORK	10027-6696	212-854-5204		Midwest
BARON DESIGN GROUP	FL	BROWARD	33442	954-596-4740		Midwest
BARREN COUNTY BUSINESS SUPPLY	KY	BARREN	42141	270-659-2061		Midwest
BARUCH COLLEGE ASSOCIATION	NY	NEW YORK	10010	646-660-6563		Midwest
BASKING RIDGE MAR PROPERTY LLC	CO	ARAPAHOE	80112	303-689-0800		Midwest
BASS & BASS APPRAISERS & DESIGNERS LLC	FL	LEON	32308	850-386-7000		Midwest
BATON ROUGE YOUTH COALITION	LA	EAST BATON	70802	225-456-5752		Midwest
BATTELLE ENERGY ALLIANCE LLC	ID	BONNEVILLE	83415-3670	000-000-0000		Midwest
BATTELLE FOR THE US DOE	WA	BENTON	99354	509-375-6475		Midwest
BAUHAUS INTERIORS GROUP	TX	DALLAS	75207	214-744-5500		Midwest
BAUMAN OFFICE EQUIPMENT INC	PA	BEAVER	15010	724-846-5330		Midwest
BAXTER CONSULTING SERVICES	PA	DELAWARE	19083	610-306-6190		Midwest
BAYPORT-BLUE POINT UFSD	NY	SUFFOLK	11705	631-472-7860		Midwest
BAYWOOD HOTELS	MD	PRINCE GEO	20770	301-345-8700		Midwest
BB COMMUNITY LEASING SERVICES, INC	WI	DANE	53717	724-453-2261		Midwest
BBE OFFICE INTERIORS	MA	BERKSHIRE	01201	413-442-8217		Midwest
BC INTERIORS	CO	BOULDER	80301	303-443-3666		Midwest
BCRC	PA	BEAVER	15001	724-378-4750		Midwest
BCW GROUP, LLC	OK	BRYAN	74701	866-634-4440		Midwest
BDP CO U.S INC	FL	PALM BEACH	33414	914-380-1425		Midwest
BEAU BUREAUX INTERIORS	CA	ORANGE	92626	714-918-0833		Midwest
BEAUX ARTS INSTALLATIONS GROUP INC	FL	HILLSBOROU	33634	813-880-8686		Midwest
BEAUX-ARTS INSTALLATION GROUP, INC., THE	FL	TAMPA	33602-4325	813-880-8686		Midwest
BECHTEL PLANT MACHINERY INC	PA	ALLEGHENY	15146-2459	412-829-8311		Midwest

BECKLEY OFFICE EQUIPMENT	IN	HOWARD	46901	765-457-5571		Midwest
BEH FURNISHINGS LLC	GA	FULTON	30324	770-655-0037		Midwest
BEIRMAN FURNITURE	IA	POLK	50322	515-371-3451		Midwest
BELL OFFICE FURNITURE	NY	WESTCHESTE	10507	914-242-7474		Midwest
BELLEVUE HOSPITAL	NY	NEW YORK	10016	212-562-7155		Midwest
BELLIA OFFICE FURNITURE	NJ	GLOUCESTER	08096	856-845-2234		Midwest
BELLIA OFFICE FURNITURE INC.	NJ	WOODBURY	08096-3562	856-845-2234x121		Midwest
BELMAR HH OWNER, LLC	IL	COOK	60606	312-780-5792		Midwest
BELUGA HOSPITALITY LLC	GA	FAYETTE	30269	770-487-4991		Midwest
BENCHMARK DESIGN GROUP	FL	DUVAL	32250	904-246-5060		Midwest
BENEWAH MEDICAL CENTER	ID	BENEWAH	83851	800-325-7371		Midwest
BENHAR OFFICE INTERIORS	NY	NEW YORK	10018	212-481-6666		Midwest
BENJAMIN OFFICE SUPPLY & SERVICES INC.	MD	MONTGOMERY	20850	301-340-1384		Midwest
BENJAMIN ROBERTS LTD	PA	LANCASTER	17603	717-291-1001		Midwest
BENJAMIN WEST AS AGENT	CO	BOULDER	80027	847-443-5026		Midwest
BENTON OFFICE INTERIORS INC	NC	WILSON	27893	252-237-6176		Midwest
BENTWORTH SCHOOL DISTRICT	PA	WASHINGTON	15314	724-239-2861		Midwest
BERGEN COUNTY TECHNICAL SCHOOLS	NJ	BERGEN	07652	201-343-6000		Midwest
BERKS COUNTY COMMUNITY FOUNDATION	PA	BERKS	19601	610-685-2223		Midwest
BERNADETTE FAULKNER CREATIVE DESIGN	TN	GIBSON	38355	731-616-0702		Midwest
BERNARDS OFFICE FURNITURE, INC	CA	LOS ANGELE	91367	818-703-6969		Midwest
BERWICK AREA SCHOOL DISTRICT	PA	LUZERNE	18603	570-759-6400		Midwest
BEST OFFICE SOLUTIONS	GA	BURKE	30830	706-437-9771		Midwest
BETHEL PARK SCHOOL DISTRICT	PA	ALLEGHENY	15102			Midwest
BETHLEHEM AREA SCHOOL DISTRICT	PA	NORTHAMPTO	18017	610-861-0500		Midwest
BETHLEHEM CENTRAL SCHOOL DISTRICT	NY	ALBANY	12054	518-439-7481		Midwest
BETTER BACK STORE	KY	JEFFERSON	40242	502-253-9031		Midwest
BETTER BUSINESS PRODUCTS INC	PA	DELAWARE	19083	610-639-0202		Midwest
BETTER OFFICE SUPPLY SOLUTIONS LLC	SC	OCONEE	29696	864-888-7852		Midwest
BETTER SOURCE	CA	SANTA CLAR	95008	650-345-9605		Midwest
BEVERLY STREET ACQUISITION LLC	MA	SUFFOLK	02127	617-268-7000		Midwest
BEVILL STATE COMM COLLEGE	AL	WALKER	35501	205-932-3221		Midwest
BEVILL STATE COMMUNITY COLLEGE	AL	WALKER	35140	205-648-3271		Midwest
BEYOND BLUE INTERIORS	NC	WAKE	27609	919-896-6630		Midwest
BFI INC	NJ	UNION	07202-6019	908-355-3400		Midwest
BHSN	NY	CLINTON	12903			Midwest
BIALEK CORPORATION OF MARYLAND, THE	MD	ROCKVILLE	20850-1167	301-738-0380	Yes	Midwest
BIALEK HEALTHCARE ENVIRONMENTS	MD	MONTGOMERY	20850	301-738-0380	Yes	Midwest
BIF NEW YORK, INC.	NJ	CARLSTADT	07072-2809	2019337777	Yes	Midwest
BIG BEAVER BOROUGH	PA	BEAVER	16115	724-827-2416		Midwest
BIG SKY DESIGN	NC	NEW HANOVE	28409	910-793-3992		Midwest
BIL OFFICE FURNITURE	NY	QUEENS	11379	718-417-0500		Midwest
BILWIN DEVELOPMENT AFFILIATES LLC C/O HOSPITALITY FURNISHINGS	PA	BUTLER		724-452-2114		Midwest
BITTNERS LLC	KY	JEFFERSON	40202	502-584-6349		Midwest
BJCC	AL	JEFFERSON	35202	205-458-8400		Midwest
BKM OFFICE ENVIRONMENTS	CA	VENTURA	93012	805-339-3265	Yes	Midwest
BKM OFFICE ENVIRONMENTS, INC.	CA	CAMARILLO	93012-8045	(877)256-1256	Yes	Midwest
BKM TOTAL OFFICE OF TX-DALLAS	TX	DALLAS	75220	214-902-7200		Midwest
BL BENNETT & ASSOCIATES	GA	FULTON	30318	404-237-1895		Midwest
BLACKBURN OFFICE FURNITURE & DESIGN LLC	WA	WHATCOM	98226	360-733-7660		Midwest
BLACKHAWK SCHOOL DISTRICT	PA	BEAVER	15010	724-846-6600		Midwest
BLAIR COUNTY PURCHASING	PA	BLAIR	16648-2022	814-693-3179		Midwest
BLAISDELL'S & SONGEY, INC	CA	ALAMEDA	94621	510-483-3600		Midwest
BLANCHFIELD HOSPITAL	KY	LAUREL	42223			Midwest
BLANKENSHIP ASSOCIATES INC	NC	WAKE	27607	919-787-1346		Midwest
BLAU OFFICE FURNITURE LLC	NJ	HUDSON	07302	201-918-4101	Yes	Midwest
BLESSUM'S OFFICE FURNITURE, INC.	CA	CONTRA COS	94506	925-736-5701		Midwest
BLIND & VISION REHABILITATION SERVICES OF PITT	PA	ALLEGHENY	15120	412-368-4400		Midwest
BLIND & VISION REHABILITATION SERVICES OF PITTSBUR	PA	ALLEGHENY	15120			Midwest
BLM - TYRRELL SEED ORCHARD	OR	LANE	97451	541-767-1520		Midwest
BLOOMSBURG UNIVERSITY OF PENNSYLVANIA	PA	COLUMBIA	17815	570-389-4098		Midwest
BLUE DESERT INC	AZ	MARICOPA	85254	602-412-3316		Midwest
BLUE GRASS AIRPORT	KY	FAYETTE	40510	859-425-3107		Midwest
BLUE HEN INC	NC	BUNCOMBE	28801	407-322-2262		Midwest
BLUE RIDGE OFFICE PRODUCTS	KY	FRANKLIN	40602	502-875-1705		Midwest
BLUE SKIES FURNITURE	CO	EL PASO	80903	719-623-2301		Midwest
BLUE SKIES FURNITURE LLC	CO	COLORADO SPRINGS	80903-1407	7196232301		Midwest
BLUE WATER COMMUNITY ACTION AGENCY	MI	SAINT CLAI	48060	810-984-8541		Midwest
BMC OFFICE FURNITURE	PA	LACKAWANNA	18509	570-344-1295		Midwest
BOBEL'S OFFICE PLUS	OH	LORAIN	44001	440-960-7070		Midwest

BOLD OFFICE SOLUTIONS	NE	DOUGLAS	68117	402-934-6644	Midwest
BONNEVILLE POWER ADMIN	OR	MULTNOMAH	97208	360-418-2766	Midwest
BONNEVILLE POWER ADMIN	WA	CLARK	98666	360-418-2156	Midwest
BONNEVILLE POWER ADMIN	WA	FRANKLIN	99301	509-380-1478	Midwest
BONNEVILLE POWER ADMINISTRATION	WA	KING	98104	206-220-6790	Midwest
BOOMERANG USA	NJ	CAMDEN	08110	856-582-0100	Midwest
BORDEN OFFICE EQUIPMENT COMPANY	OH	JEFFERSON	43952	740-283-3321	Midwest
BOSTON TRADE INTERNATIONAL INC	MA	MIDDLESEX	01749	978-562-9988	Midwest
BOYD'S BUSINESS FURNITURE	MD	SAINT MARY	20621	301-769-3165	Midwest
BOYERTOWN AREA SCHOOL DISTRICT	PA	BERKS	19512	610-367-6031	Midwest
BOYERTOWN AREA SENIOR HIGH SCHOOL	PA	BERKS	19512	610-473-3688	Midwest
BP GENERAL INVOICES	TX	BEXAR	78269	000-000-0000	Midwest
BPSI BUSINESS PRODUCT & SERV	TX	EL PASO	79901	915-544-8710	Midwest
BRAD BUTLER & ASSOCIATES	OH	FRANKLIN	43054	614-855-1199	Midwest
BRADFORD SYSTEMS CORPORATION	IL	DUPAGE	60106	630-350-3453	Midwest
BRADLEY BUSINESS INTERIORS INC	KS	RENO	67502	620-663-5821	Midwest
BRADLEY COMPANY	OH	FRANKLIN	43229	614-847-6020	Midwest
BRAG INVESTMENTS DBA SAXTON BRADLEY INC	WA	KING	98032	425-970-6632	Midwest
BRAME OFFICE PRODUCTS	NC	DURHAM	27702	919-598-1500	Midwest
BRANCHS FURNITURE	NC	CRAVEN	28560	252-638-5171	Midwest
BRANNON BUSINESS SYSTEMS INC	NC	GUILFORD	27282	336-454-4996	Midwest
BRANSON HOTEL CORPORATION	KS	JOHNSON	66209	913-451-1222	Midwest
BRANTLEIGH SERVICES INC	VA	ALEXANDRIA	22302	703-933-2914	Midwest
BRAVES CONSTRUCTION COMPANY LLC	FL	MIAMI-DADE	33126	305-421-6900	Midwest
BREEZE HILL LLC, DBA FLORIDA OFFICE INTERIORS	FL	DUVAL	32256	904-731-0063	Midwest
BRENNANS OFFICE INTERIORS INC	PA	CHESTER	19380	302-325-8190	Midwest
BRENNER DESIGN INC	IN	MARION	46204	317-262-1220	Midwest
BRET BROUSSARD, INC.	TX	SAN ANTONIO	78218-2203	(210) 224-6220	Midwest
BRETT WIKANDER	CA	ORANGE	92630	714-287-2269	Midwest
BRIAN GOFF INTERIOR DESIGN	ID	MADISON	83440	307-733-3530	Midwest
BRIELLE BOARD OF EDUCATION	NJ	MONMOUTH	08730	732-528-6400	Midwest
BRIGHAM YOUNG UNIVERSITY	ID	MADISON	83460	208-496-2314	Midwest
BRIGHAM YOUNG UNIVERSITY	UT	UTAH	84602	801-422-3845	Midwest
BRIGHTON TOWNSHIP SUPERVISORS	PA	BEAVER	15009	724-774-4800	Midwest
BRIGHTPOINT HEALTH	NY	NEW YORK	10001	718-681-8700	Midwest
BRILL COMPANY INC, THE	MI	MASON	49431	231-843-2430	Midwest
BRILL SEATING INC.	IN	ELKHART	46516	574-295-5051	Midwest
BRISTOL BAY AREA HEALTH CORPORATION	AK	DILLINGHAM	99576	907-482-5201	Midwest
BRISTOL CONSTRUCTION SERVICES	AK	ANCHORAGE	99501	907-563-0013	Midwest
BROADWAY FURNITURE GROUP INC	NY	NEW YORK	10018	212-216-9220	Midwest
BRODWILL INC	OH	HAMILTON	45229	513-258-2716	Midwest
BRONTMANS CORPORATE DIMENSIONS	NY	MONROE	14623	585-359-3040	Midwest
BRONX COMMUNITY COLLEGE	NY	BRONX	10453	718-289-5904	Midwest
BROOKDALE COMMUNITY COLLEGE	NJ	MONMOUTH	07738	732-224-2276	Midwest
BROOKHAVEN NATIONAL LABS	NY	SUFFOLK	11973	631-344-5090	Midwest
BROOKLYN COLLEGE NON TAX OPERATING ACCOUNT	NY	KINGS	11210		Midwest
BROOKLYN PUBLIC LIBRARY	NY	KINGS	11238	718-230-2457	Midwest
BROOKS OFFICE INTERIORS, INC	MN	RAMSEY	55114	612-331-6300	Midwest
BROOMALL FIRE COMPANY	PA	DELAWARE	19008		Midwest
BROWARD COLLEGE	FL	BROWARD	33309	954-201-5315	Midwest
BROWARD COUNTY LIBRARIES DIVISION	FL	BROWARD	33311	954-357-7038	Midwest
BROWER STATIONERS INC	OH	MIAMI	45373	937-335-2117	Midwest
BROWN MANNSCHRECK BUSINESS SYS	MO	BUCHANAN	64505	816-387-8180	Midwest
BROWN OFFICE SYSTEM, INC	GA	FULTON	30364	888-460-2769	Midwest
BRUCE LONGHINO GROUP	OH	HAMILTON	45249	513-936-8475	Midwest
BRUCE OFFICE SUPPLY & FURNITURE	AL	JEFFERSON	35203	205-328-4081	Midwest
BRUTZMAN'S INC.	WA	BENTON	99352	509-735-0300	Midwest
BUCK SUPPLY	NY	CLINTON	12901	518-561-4300	Midwest
BUDGET OFFICE INTERIORS INC	FL	DUVAL	32207	904-733-0182	Midwest
BUFFALO BUSINESS INTERIORS	NY	ERIE	14207	716-876-6800	Midwest
BUFFALO NIAGRA MEDICAL CAMPUS	NY	ERIE	14203	716-854-2662	Midwest
BUFFALO OFFICE INTERIORS INC	NY	ERIE	14213	716-883-8222	Midwest
BUFFALO SEWER AUTHORITY	NY	ERIE	14202-3378	716-883-1820	Midwest
BUFFALO STATE COLLEGE	NY	ERIE	14222	716-878-4117	Midwest
BUILDERS DESIGN & LEASING	MD	MONTGOMERY	20879	301-590-1100	Midwest
BUILDING BLOCK INTERIORS INC	CA	CONTRA COS	94506	925-457-6561	Midwest
BUILDING SERVICE INC	WI	WAUKESHA	53186	414-353-3600	Midwest
BUILT FOR DREAMS	TX	LUBBOCK	79413	806-771-6806	Midwest
BULLDOG OFFICE PRODUCTS	PA	ALLEGHENY	15205	412-787-3333	Midwest
BUR MOTOR VEHICLES	NJ	UNION	07202	908-527-4000	Midwest

BURGESS AND COMPANY	AL	JEFFERSON	35203	205-870-7853	Midwest
BURKE AND MICHAEL INC	PA	ALLEGHENY	15233	412-321-2301	Midwest
BURLINGTON COUNTY LIBRARY	NJ	BURLINGTON	08060	609-267-9660	Midwest
BURLINGTON TOWNSHIP BOARD OF EDUCATION	NJ	BURLINGTON	08016	609-387-3955	Midwest
BURNS & MCDONNELL ENGINEERING	MO	JACKSON	64121-9308	816-333-9400	Midwest
BUSINESS ENVIRONMENTS	GA	FULTON	30326	770-667-3338	Midwest
BUSINESS ENVIRONMENTS	NM	BERNALILLO	87113	505-888-4400	Midwest
BUSINESS ENVIRONMENTS	OK	PAYNE	74074	405-743-1322	Midwest
BUSINESS ENVIRONMENTS LLC	NJ	PARSIPPANY	07054-5020	9733357730	Midwest
BUSINESS ENVIRONMENTS LLC	NJ	MORRIS	07054	973-335-7700	Midwest
BUSINESS ENVIRONMENTS-IN	IN	VANDERBURG	47715	812-474-4260	Midwest
BUSINESS EQUIPMENT COMPANY	OH	CLARK	45501	937-322-3828	Midwest
BUSINESS ESSENTIALS	MN	HENNEPIN	55430	763-595-5300	Midwest
BUSINESS FURNISHINGS LLC	IN	ST JOSEPH	46628	574-243-3255	Midwest
BUSINESS FURNITURE & INTERIORS INC	WA	KITSAP	98346	206-300-1177	Midwest
BUSINESS FURNITURE AMERICA INC	GA	COBB	30062	404-850-1440	Midwest
BUSINESS FURNITURE CORP	IN	MARION	46268	317-216-1600	Midwest
BUSINESS FURNITURE INSTALLATION	MD	ANNE ARUND	21076	410-768-7964	Midwest
BUSINESS FURNITURE OUTLET	OH	MONTGOMERY	45439	937-293-1010	Midwest
BUSINESS FURNITURE SERVICES	GA	COBB	30066	770-971-5424	Midwest
BUSINESS FURNITURE SOLUTIONS	KS	SEDGWICK	67230	316-684-5909	Midwest
BUSINESS FURNITURE SOLUTIONS	MS	RANKIN	39232	601-420-0912	Midwest
BUSINESS FURNITURE SOLUTIONS	PA	BUCKS	18940	267-252-2047	Midwest
BUSINESS INTERIORS & DESIGN	MD	MONTGOMERY	20872	301-897-0740	Midwest
BUSINESS INTERIORS (FACILITECH)	TX	DALLAS	75061	817-858-2000	Midwest
BUSINESS INTERIORS BY STAPLES	SC	RICHLAND	29224	888-333-9021	Midwest
BUSINESS INTERIORS INC	MS	MADISON	39157	601-969-1000	Midwest
BUSINESS INTERIORS INC	TX	EL PASO	79906	915-591-9393	Midwest
BUSINESS INTERIORS INC - AL	AL	JEFFERSON	35233	205-939-1008	Midwest
BUSINESS INTERIORS NORTHWEST INC. DBA CATALYST WORKPLACE A(	WA	PIERCE	98402	253-592-6000	Midwest
BUSINESS INTERIORS OF IDAHO	ID	ADA	83702	208-384-5050	Midwest
BUSINESS INTERIORS OF TAMPA	FL	HILLSBOROU	33619	813-635-9255	Midwest
BUSINESS INTERIORS OF TEXAS	TX	NUECES	78401	361-882-3456	Midwest
BUSINESS OFFICE INTERIORS-IL	IL	DUPAGE	60532	630-573-0009	Midwest
BUSINESS OFFICE OUTFITTERS	CA	SAN DIEGO	92142	619-596-8939	Midwest
BUSINESS RESOURCE INC	FL	SARASOTA	34240	941-371-8440	Midwest
BYRDWATERS DESIGN LLC	TX	DALLAS	75220	214-240-3369	Midwest
BYRON BERGEN CENTRAL SCHOOL DISTRICT	NY	GENESEE	14416	585-494-1220	Midwest
C W CHASE LLC	GA	COBB	30339	404-920-1921	Midwest
C&S ENGINEERS INC	NY	ONONDAGA	13212	315-455-2000	Midwest
CA ANAHEIM HOLDINGS LLC	CO	BOULDER	80304	303-449-2347	Midwest
CABINET FOR HEALTH AND FAMILY SERVICES	KY	FRANKLIN	40601		Midwest
CABINETS BY DESIGN	GA	GWINNETT	30096	770-418-1200	Midwest
CACI TECHNOLOGIES INC	MD	HARFORD	21005	443-360-6789	Midwest
CADDO SOLUTIONS	CO	DENVER	80204	303-534-3252	Midwest
CADTEK DESIGN STUDIO LLC	IL	LAKE	60031	847-816-7685	Midwest
CAGI HOTEL SUPPLY EQUIS HOSPITALITY MANAGEMENT LLC D/B/A	MO	ST. LOUIS	63144	443-406-7105	Midwest
CAITLIN OFFICE INTERIORS AND DESIGN INC	NY	WAYNE	14513	315-331-0180	Midwest
CAL BENNETTS	CA	TULARE	93291	559-651-7979	Midwest
CAL STATE FULLERTON	CA	ORANGE	92831	657-278-4278	Midwest
CAL STATE UNIVERSITY SAN MARCOS	CA	SAN DIEGO	92069	760-750-6002	Midwest
CALCATERRA	AZ	MARICOPA	85023	602-331-5019	Midwest
CALHOUN CO BOARD OF EDUCATION	AL	CALHOUN	36202	256-741-7400	Midwest
CALHOUN COUNTY COMMISSION	AL	CALHOUN	35201-3889	256-241-2800	Midwest
CALHOUN STATE COMMUNITY COLLEGE	AL	MORGAN	35609-2216	256-306-2548	Midwest
CALIBER OFFICE FURNITURE	CA	SHASTA	96002	530-225-8677	Midwest
CALIFORNIA INSTITUTE OF TECHNOLOGY PAYMENT SERVICES	PA	LACKAWANNA	18505		Midwest
CALIFORNIA UNIVERSITY OF PA	PA	WASHINGTON	15419-1394	724-938-4592	Midwest
CALVERT MCBRIDE INC	AR	SEBASTIAN	72906	479-646-8311	Midwest
CAMELOT OF STATEN ISLAND INC	NY	RICHMOND	10309	718-356-5100	Midwest
CAMERON COUNTY	TX	CAMERON	78520-7123	956-544-0871	Midwest
CAMPBELL KELLER	CA	SACRAMENTO	95820	916-362-0123	Midwest
CAMTRAN	PA	CAMBRIA	15901	814-535-5526	Midwest
CANFIELD BUSINESS INTERIORS	SD	MINNEHAHA	57104-3602	605-339-1411	Midwest
CAP COM FEDERAL CREDIT UNION	NY	ALBANY	12205	518-458-2195	Midwest
CAPITAL FURNITURE SOURCE, INC.	TX	HARRIS	77041	713-690-8325	Midwest
CAPITAL OFFICE SYSTEMS	AK	ANCHORAGE	99508	907-777-1500	Midwest
CAPITAN MUNICIPAL SCHOOLS	NM	LINCOLN	88316		Midwest
CAPITOL BUSINESS INTERIORS	WV	KANAWHA	25302	304-343-7551	Midwest
CAPLAN MANAGEMENT GROUP, LLC	FL	VOLUSIA	32128	386-334-8985	Midwest

CAPROCK GROUP, LLC, THE	TX	SAN ANTONIO	78238-4536	210-647-2311		Midwest
CAPSTONE REAL ESTATE INVESTMENTS	AL	JEFFERSON	35223	205-949-2065		Midwest
CARANGELO COMMERCIAL INTERIORS	CT	MIDDLESEX	06475	860-388-6623		Midwest
CARDINAL COPIER SOLUTIONS	IN	TIPPECANOE	47909	765-449-9049		Midwest
CARE DESIGN NEW YORK	NY	ALBANY	12211	518-235-1888		Midwest
CARITHERS WALLACE COURTENAY	GA	DEKALB	30340	770-493-8200		Midwest
CARITHERS-WALLACE-COURTENAY, LLC	GA	ATLANTA	30340-3805	(770)493-8200		Midwest
CARLSBAD INN	CA	SAN DIEGO	92018	760-431-8500		Midwest
CARMELITE SISTERS FOR THE AGED AND INFIRM	NY	COLUMBIA	12526	518-537-7500		Midwest
CARNEGIE MELLON	PA	ALLEGHENY	15213	412-268-6518		Midwest
CAROLINA BUSINESS INTERIORS	NC	MECKLENBUR	28217	704-525-7630		Midwest
CAROLINA FURNISHING PLUS DESIGN	NC	MOORE	27376	910-673-1010		Midwest
CAROLINA OFFICE MACHINES, INC	NC	GUILFORD	27407	336-275-2871	Yes	Midwest
CAROLINA OFFICE XCHANGE LLC	NC	WAKE	27560	919-377-0240		Midwest
CARON KELLY INTERIORS	FL	MARTIN	34994	772-463-0022		Midwest
CARPENTER SMITH SOUTHWEST	TX	DALLAS	75207	214-528-6942		Midwest
CARR AND COMPANY LLC	MS	MADISON	39130	601-398-8122		Midwest
CARROLL COUNTY BOARD OF COMMISSIONERS	GA	CARROLL	30112			Midwest
CARROLLTON BOARD OF EDUCATION	GA	CARROLL	30117	770-832-9633		Midwest
CARROLLTON OFFICE EQUIPMENT CO INC	GA	CARROLL	30117	770-834-4436		Midwest
CARVER & ASSOCIATES	GA	DEKALB	30340	770-233-9799		Midwest
CARVER & ASSOCIATES	GA	SPALDING	30224	770-233-9799		Midwest
CASCADES JOB CORPS COLLEGE & CAREER ACADEMY	WA	SKAGIT	98284	360-854-3400		Midwest
CASTLE HOTEL	FL	ORANGE	32819	407-345-1511		Midwest
CASTLEBLACK OWNER HOLDING LLC	CO	BOULDER	80027	303-530-3885		Midwest
CASTNER & CASTNER INC	FL	MANATEE	34243	941-795-1297		Midwest
CATALYST	CA	ORANGE	92614	714-916-3635		Midwest
CATAPULT BUSINESS SERVICES	MI	OTTAWA	49424	616-994-5319		Midwest
CATHAM COUNTY FINANCE DEPT	GA	CHATHAM	31401			Midwest
CATHOLIC HEALTH LIFE	NY	ERIE	14218	716-923-4843		Midwest
CATHOLIC HEALTH SYSTEM	NY	ERIE	14203	716-828-2900		Midwest
CATTARAUGUS COUNTY DEPT OF PUBLIC WORKS	NY	CATTARAUGU	14755	716-938-9121		Midwest
CATTARAUGUS COUNTY FIRST PRESBYTERIAN CHURCH	NY	CATTARAUGU	14760			Midwest
CAYUGA COUNTY PURCHASING	NY	CAYUGA	13021	315-253-1501		Midwest
CAYUGA MEDICAL CENTER	NY	TOMPKINS	14850	607-274-4168		Midwest
CAZADOR LLC	VA	FAIRFAX	20171	571-323-5200	Yes	Midwest
CAZADOR, LLC	VA	HERNDON	20171-3271	703-766-6260	Yes	Midwest
CBT SUPPLY INC	MD	BALTIMORE	21094	800-770-7042		Midwest
CCBOE LEWSTON ELEMENTRY	GA	COLUMBIA	30809	706-541-2723		Midwest
CCC OFFICE OF EDUCATION	CA	CONTRA COS	94523	510-262-4341		Midwest
CCG, LLC	UT	SALT LAKE	84101	801-359-6622		Midwest
CCPS ACCOUNTS PAYABLE	GA	CLAYTON	30236	770-473-2700		Midwest
CDC/DUIP	GA	DEKALB	30341	404-718-4768		Midwest
CDE LIGHTBAND	TN	MONTGOMERY	37040	931-905-7227		Midwest
CDS OFFICE PRODUCTS INC	CA	ORANGE	92626	714-556-5111		Midwest
CED SOLUTIONS	CA	LOS ANGELE	92868	714-704-9191		Midwest
CELENE DESIGNS INC	FL	PALM BEACH	33478	561-747-0573		Midwest
CENTER LINE ASSOCIATES LLC	FL	OKALOOSA	32548	850-362-0019		Midwest
CF & S LLC	OH	MONTGOMERY	45439	937-293-4413		Midwest
CFS GROUP, LLC	KS	JOHNSON	66085	913-481-0309		Midwest
CHAIRS & MORE OFFICE FURNITURE	MD	FREDERICK	21710	301-874-0422		Midwest
CHAMBERS	MD	BALTIMORE	21230	410-727-4535		Midwest
CHANDLER BUSINESS INTERIORS	WA	DOUGLAS	98802	509-665-3600		Midwest
CHANDLER MEMORY CARE	TN	SUMNER	37075	615-977-4377		Midwest
CHANDLERS OFFICE SUPPLY	KY	TAYLOR	42718	270-465-4773		Midwest
CHAPMAN OFFICE SUPPLY	GA	COBB	30144	770-794-0604		Midwest
CHARLES COUNTY FARM SERVICE	MD	ANNE ARUND	21409	443-482-2766		Midwest
CHARLES RITTER CO	OH	RICHLAND	44901	419-522-1911		Midwest
CHARLES T SITRIN HEALTH CARE CTR	NY	ONEIDA	13413	315-797-3114		Midwest
CHARLESTON COMMERCIAL INTERIORS	SC	CHARLESTON	29466	843-416-8062		Midwest
CHARLIES OFFICE FURNITURE	NY	WARREN	12804	518-793-2435		Midwest
CHARLOTTE SUPPLY COMPANY	OH	CUYAHOGA	44123	216-912-0176		Midwest
CHARTER SCHOOL OF THE DUNES THE	IN	LAKE	46403	219-939-9690		Midwest
CHASE ASSOCIATES, LLC	UT	SALT LAKE	84111	801-532-7761		Midwest
CHASI	NY	RICHMOND	10301			Midwest
CHATHAM AREA TRANSIT	GA	CHATHAM	31401	912-629-3934		Midwest
CHATHAM LODGING LP	CO	BOULDER	80027	303-996-8102		Midwest
CHATTAHOOCHEE TECHINCAL COLLEGE	GA	BARTOW	30102	706-253-4509		Midwest
CHATTAHOOCHEE VALLEY COMMUNITY COLLEGE	AL	RUSSELL	36869	334-291-4937		Midwest
CHATTANOOGA OFFICE SUPPLY CO	TN	HAMILTON	37406	423-624-0011		Midwest

CHAUTAUQUA SUPREME AND COUNTY COURTS	NY	CHAUTAUQUA	14757	716-753-4378		Midwest
CHELSEA DESIGN	FL	BROWARD	33334	954-712-1123		Midwest
CHEMUNG COUNTY ARC	NY	CHEMUNG	14901	607-734-6151		Midwest
CHESAPEAKE LODGING TRUST PARENT	CO	BOULDER	80026	303-530-3885		Midwest
CHESAPEAKE OFFICE SUPPLY	VA	CHESAPEAKE	23320	757-424-0600		Midwest
CHESTERFIELD PLAZA, LLC	CO	BOULDER	80026	720-890-2866		Midwest
CHEYENNE DEVELOPMENT GROUP LLC	GA	FULTON	30309	404-564-6515		Midwest
CHEZ-DEL HOME FURNISHINGS & INTERIOR DESIGN	OH	SUMMIT	44302	330-376-6176		Midwest
CHFS	KY	FRANKLIN	40621	502-564-7736		Midwest
CHICAGO PPT AGENCY	DC	DISTRICT O	20522	202-485-7409		Midwest
CHICKASAW NATION HEADQUARTERS	OK	PONTOTOC	74820	580-436-7274		Midwest
CHILD & ADOLESCENT TREATMENT SVCS.	NY	ERIE	14225	716-819-3420		Midwest
CHILD & FAMILY SERVICES OF ERIE COUNTY	NY	ERIE	14202	716-842-2750		Midwest
CHILD SUPPORT LAWRENCEVILLE OFFICE	GA	GWINNETT	30045	706-729-2522		Midwest
CHILDREN & YOUTH SERVICES	PA	BEAVER	15010	724-891-5800		Midwest
CHILDREN AND YOUTH AGENCY	PA	LANCASTER	17603	717-299-7925		Midwest
CHILDREN YOUTH AND FAMILY DEPT	NM	SANTA FE	87502	505-827-3852		Midwest
CHIPPEWA TOWNSHIP	PA	BEAVER	15010	724-891-2058		Midwest
CHIPPEWA VALLEY SCHOOLS	MI	MACOMB	48038	586-723-2000		Midwest
CHL BUSINESS INTERIORS	DC	DISTRICT O	20006-4007	202-835-1444	Yes	Midwest
CHL BUSINESS INTERIORS, INC.	DC	WASHINGTON	20006-3912	202-835-1444	Yes	Midwest
CHOCTAW NATION OF OKLAHOMA	OK	BRYAN	74702-6170	800-522-6170		Midwest
CHOCTAW NATION OF OKLAHOMA CONSTRUCTION ADMINISTRATION	OK	CHOCTAW	74743	214-744-5500		Midwest
CHOICES NORTHWEST INC	WA	KING	98138	253-395-5691		Midwest
CHRISTIAN COUNTY/UNIVERSITY OF KENTUCKY	KY	CHRISTIAN	42240	270-866-6328		Midwest
CHRISTIANSONS BUSINESS FURN	ND	CASS	58103	701-293-3944		Midwest
CHUCKALS INC	WA	PIERCE	98402	253-620-2350		Midwest
CHURCH & STAGG COMM. INTERIORS	AL	JEFFERSON	35222	205-451-0256		Midwest
CHURCH ASSOCIATES	KY	JEFFERSON	40207	502-897-6595		Midwest
CHURCH OF ST PATRICK	NY	SUFFOLK	11743			Midwest
CHURCHVILLE-CHILI CENTRAL SCHOOL	NY	MONROE	14428	585-293-1800		Midwest
CI SELECT	MO	SAINT LOUI	63146	314-909-1990		Midwest
CIA	DC	DISTRICT O	20505	703-482-2110		Midwest
CIA	DC	DISTRICT O	20505	703-374-3210		Midwest
CIA	VA	FAIRFAX	20195	703-374-1049		Midwest
CIA	VA	FAIRFAX	22101	703-482-6244		Midwest
CID DESIGN, LLC	FL	COLLIER	34109	239-495-3806		Midwest
CINNAMINSON TOWNSHIP BOARD OF EDUCATION	NJ	BURLINGTON	08077	856-829-7600		Midwest
CIP CONSTRUCTION COMPANY	NH	ROCKINGHAM	03857	603-292-6367		Midwest
CIP II BCL TENANT LLC	TX	BEXAR	78299	785-841-2700		Midwest
CIRCUIT EXECUTIVE'S OFFICE OF THE 8TH CIRCUIT	MO	SAINT LOUI	63102	314-244-2612		Midwest
CITRON WORK SPACES	CO	DENVER	80216	303-665-7676		Midwest
CITY SCHOOL DISTRICT OF ALBANY	NY	ALBANY	12207	518-475-6050		Midwest
CJ ALEXANDER SYSTEMS	MN	HENNEPIN	55429	763-535-9565		Midwest
CK OFFICE DESIGNS	FL	BROWARD	33304	866-448-5383		Midwest
CLAIRTON MUNICIPAL AUTHORITY	PA	ALLEGHENY	15025	412-233-3245		Midwest
CLARA I BROWN INTERIORS INC	OH	FRANKLIN	43235	614-224-9180		Midwest
CLARKE COUNTY FINANCE	VA	CLARKE	22611	540-955-5116		Midwest
CLARKE COUNTY SCHOOL DISTRICT	GA	CLARKE	30603			Midwest
CLARKSON UNIVERSITY	NY	SAINT LAWR	13699	315-268-7724		Midwest
CLARUS GLASSBOARDS LLC	TX	TARRANT	76118	888-813-7414		Midwest
CLASSIC OFFICE INTERIORS	GA	GWINNETT	30093	770-558-1011		Midwest
CLAXTON HEPBURN MEDICAL CENTER	NY	SAINT LAWR	13669	315-393-3600		Midwest
CLAY COUNTY REVENUE COMMISSION	AL	CLAY	36251	256-354-7888		Midwest
CLAYCO FURNITURE GROUP	MO	SAINT LOUI	63114	314-429-5100		Midwest
CLAYTON CENTER	GA	CLAYTON	30236	770-478-2280		Midwest
CLAYTON STATE UNIVERSITY	GA	CLAYTON	30260	678-466-4280		Midwest
CLEBURNE COUNTY COMMISSION	AL	CLEBURNE	36264	256-463-2951		Midwest
CLEMSON UNIV ACCOUNTS PAYABLE	SC	PICKENS	29634	864-656-3015		Midwest
CLINE DESIGN	NC	WAKE	27603	919-833-6413		Midwest
CLINICAL PRACTICE MGMT PLAN	NY	SUFFOLK	11790	631-444-2055		Midwest
CLINTON COUNTY DEPT OF EMERGENCY SERVICES	PA	CLINTON	17745	570-893-4090		Midwest
CLINTON ESSEX WARREN WASHINGTON BOCES	NY	CLINTON	12901	518-561-0100		Midwest
CLOVIS COMMUNITY COLLEGE	NM	CURRY	88101	575-769-4032		Midwest
CLS CONSTRUCTION LLC	MD	FREDERICK	21704	301-898-2244		Midwest
CLUB OUTFITTERS LLC	GA	GWINNETT	30045	404-668-4242		Midwest
CLUBHOUSE INTERIORS INC	FL	SAINT JOHN	32081	904-403-0788		Midwest
CMC HOTELS	NC	WAKE	27518	703-837-9120		Midwest
CME CORP DBA CLAFIN SERVICE CO	RI	KENT	02886	800-338-2372		Midwest
CMM INTERIOR ASSOCIATES INC	MA	MIDDLESEX	01545	508-842-0926		Midwest

CNI THL SMB, LLC C/O BENJAMIN WEST	CO	BOULDER	80027	972-407-9950		Midwest
COA DEPT OF FINANCE	GA	FULTON	30303	404-865-8734		Midwest
COAST COMMUNITY COLLEGE DISTRICT	CA	ORANGE	92626	714-436-4683		Midwest
COASTAL HEALTH DISTRICT	GA	CHATHAM	31416-1257	912-356-2230		Midwest
COATES DESIGN INC	WA	KITSAP	98110	206-780-0876		Midwest
COBB COUNTY GOVERNMENT	GA	COBB	30090-9610	770-499-4626		Midwest
COFCO OFFICE FURNISHINGS	PA	PHILADELPH	19133	215-291-4648		Midwest
COFFEE REGIONAL MEDICAL CENTER	GA	COFFEE	31534	912-384-1900		Midwest
COHEN DANIA BEACH HOTEL LLC	FL	ORANGE	32811	407-352-0606		Midwest
COHOES COMMUNITY CENTER	NY		12047	518-237-7523		Midwest
COLEMANS OFFICE AND SCHOOL PRODUCTS	AR	FAULKNER	72032	501-329-8314		Midwest
COLER MEMORIAL HOSPITAL	NY	NEW YORK	10044	212-323-3655		Midwest
COLGATE UNIVERSITY	NY	MADISON	13346	315-228-7413		Midwest
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	FL	COLLIER	34112-5749	239-252-8407		Midwest
COLLINS OFFICE SUPPLY	SC	CHARLESTON	29415	843-554-4404		Midwest
COLONIAL BUSINESS SYSTEMS INC.	NY	MONROE	14445	585-248-2345		Midwest
COLONIE WILLIAM K. STANFORD TOWN LIBRARY	NY	ALBANY	12211			Midwest
COLOR ART	MO	SAINT LOUI	63132	314-432-3000		Midwest
COLUMBIA COMM INTERIORS INC	MD	HOWARD	21765	410-489-9445		Midwest
COLUMBIA COUNTY BOARD OF COMMISSIONERS	GA	COLUMBIA	30809	706-868-3305		Midwest
COLUMBIA COUNTY OF FINANCE	GA	COLUMBIA	30809	706-868-3400		Midwest
COLUMBIA GREENE COMMUNITY COLLEGE	NY	COLUMBIA	12534	518-828-4181		Midwest
COLUMBIA LAND CONSERVANCY	NY	COLUMBIA	12037	518-392-5252		Midwest
COLUMBIA MEMORIAL HOSPITAL	NY	COLUMBIA	12534	518-828-7601		Midwest
COLUMBUS PAPER & COPY SUPPLY	OH	FRANKLIN	43206	614-445-7135		Midwest
COLUMBUS STATE UNIVERSITY	GA	MUSCOGEE	31907	706-507-8490		Midwest
COLUMBUS TECHNICAL COLLEGE	GA	MUSCOGEE	31904-6572	706-649-1811		Midwest
COMFORT INN SHAILESH PATEL	GA	COBB	30339	770-342-8122		Midwest
COMM OF PA	PA	ALLEGHENY	15219	412-565-3582		Midwest
COMMACK PUBLIC LIBRARY	NY	SUFFOLK	11725	631-499-0888		Midwest
COMMERCIAL BUSINESS INTERIORS	MS	FORREST	39402	601-268-9998		Midwest
COMMERCIAL DESIGN MANAGEMENT	TX	FORT BEND	77496	832-924-0007		Midwest
COMMERCIAL DESIGN SERVICES INC	FL	HILLSBOROU	33634	813-886-0580		Midwest
COMMERCIAL ENVIRONMENTS, INC.	TN	KNOX	37932	865-671-9700		Midwest
COMMERCIAL FURNISHINGS	GA	BIBB	31201	478-765-1515		Midwest
COMMERCIAL FURNISHINGS AND MORE LLC	IA	LINN	52402	319-361-4811		Midwest
COMMERCIAL FURNITURE INTERIORS	NJ	UNION	07092	908-518-1670		Midwest
COMMERCIAL FURNITURE SERVICES	MN	HENNEPIN	55416-5803	952-922-0980		Midwest
COMMERCIAL FURNITURE SOLUTIONS, INC	TX	BELL	76504	254-228-7872		Midwest
COMMERCIAL INTERIOR SERVICES OF ST. LOUIS, INC. DBA CIS ST.LOUI	MO	ST. CHARLE	63376	314-479-6969		Midwest
COMMERCIAL INTERIORS INC	MS	HARRISON	39560	228-452-9540	Yes	Midwest
COMMERCIAL INTERIORS, INC.	LA	NEW ORLEANS	70125-2935	(504)982-9541	Yes	Midwest
COMMERCIAL MARKETING ASSOCIATES, INC.	MD	FREDERICK	21701-4786	240-651-3094	Yes	Midwest
COMMERCIAL MARKETING ASSOCIATES, INC.	MD	FREDERICK	21701	240-215-9700	Yes	Midwest
COMMERCIAL OFFICE ENVIRONMENTS	IN	MARION	46268	317-876-9200		Midwest
COMMERCIAL OFFICE FURNITURE COMPANY	PA	PHILADELPHIA	19133-3305	410-280-3500	Yes	Midwest
COMMERCIAL OFFICE INTERIORS	WA	KING	98121	206-448-7333		Midwest
COMMERCIAL OFFICE RESOURCE ENVIRONMENTS	AZ	PIMA	85701	520-999-3470		Midwest
COMMERCIAL RESOURCES INC	GA	CHEROKEE	30338	770-522-0693		Midwest
COMMERCIAL WORKS	OH	FRANKLIN	43228	614-851-4200		Midwest
COMMISSIONERS OFFICE	PA	LACKAWANNA	18503	570-963-6767		Midwest
COMMON HEALTH FURNITURE	NY	KINGS	11211	212-313-6868		Midwest
COMMONSENSE OFFICE FURNITURE	FL	ORANGE	32805	407-206-5040		Midwest
COMMONWEALTH HOTELS	KY	KENTON	41011	859-392-2264		Midwest
COMMONWEALTH OF KENTUCKY	KY	FRANKLIN	40601	270-824-7018		Midwest
COMMONWEALTH OF KENTUCKY	KY	FRANKLIN	40601	502-564-7364		Midwest
COMMONWEALTH OF KENTUCKY ADMINISTRATIVE OFFICE OF THE CO	KY	FRANKLIN	40601	502-573-2350		Midwest
COMMONWEALTH OF PA - L&I	PA	LANCASTER	17602	570-327-1500		Midwest
COMMONWEALTH OF PA - PO INVOICE	PA	DAUPHIN	17106	717-720-1445		Midwest
COMMONWEALTH OF PA - PO INVOICE	PA	DAUPHIN	17120			Midwest
COMMONWEALTH OF PA CREDIT CARD	PA	DAUPHIN	17106	000-000-0000		Midwest
COMMONWEALTH OF PA DEPT OF L&I/WCOA	PA	DAUPHIN		570-327-1500		Midwest
COMMONWEALTH TRADING PARTNERS INC	VA	ALEXANDRIA	22314	703-373-8155		Midwest
COMMUNICATION SYSTEM SUPPORT GROUP	MD	PRINCE GEO	20708	301-823-2022		Midwest
COMMUNITY ACCESS INC	NY	NEW YORK	10004	212-780-1400		Midwest
COMMUNITY BASED SERVICES	NY	WESTCHESTE	10560	914-277-4771		Midwest
COMMUNITY COLLEGE OF ALLEGHENY COUNTY	PA	ALLEGHENY	15233	412-237-3020		Midwest
COMMUNITY COLLEGE OF BEAVER COUNTY	PA	BEAVER	15061	724-480-3356		Midwest
COMMUNITY HEALTH CARE	IA	SCOTT	52801	563-336-3000		Midwest
COMMUNITY SCHOOLS OF FRANKFORT	IN	CLINTON	46041-9429	765-654-5585		Midwest

COMPASS OFFICE SOLUTIONS	FL	BROWARD	33025	954-430-4590		Midwest
COMPATICO	MI	KENT	49512	616-940-1772		Midwest
COMPLETE COMMERCIAL FURNISHINGS LLC	GA	FULTON	30318	404-644-7603		Midwest
COMPLETE OFFICE OF CA	CA	LOS ANGELE	90703	714-880-1222		Midwest
COMPLETE OFFICE SOLUTIONS	WA	KING	53022-0758	206-628-0059		Midwest
COMPLETE OFFICE SUPPLY	IN	MARION	46250	317-845-1950		Midwest
COMPUTER FURNITURE SOLUTIONS INC	GA	FULTON	30350	770-394-7997		Midwest
COMSUBLANT	VA	NORFOLK CI	23551	757-836-1339		Midwest
CONCEPT + DESIGN	NY	NASSAU	11560	888-532-6727		Midwest
CONCEPTS OFFICE FURNISHING INC	NJ	BERGEN	07663	201-727-9110	Yes	Midwest
CONCEPTS SCHOOL AND OFFICE FURNISHINGS	CA	RIVERSIDE	92590	951-296-5591		Midwest
CONCERT BUSINESS GROUP, LLC	AZ	PHOENIX	85040-2818	480-413-9626	Yes	Midwest
CONEMAUGH TOWNSHIP AREA SCHOOL DISTRICT	PA	SOMERSET	15928	814-479-7431		Midwest
CONFEDERATED SALISH & KOOTENAI TRIBES	MT	LAKE	59855	406-675-2700		Midwest
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION	OR	UMATILLA	97801	541-276-8221		Midwest
CONGRESSWOMAN GLORIA NEGRETE MCLEOD	CA	SAN BERNAR	91763	909-626-2054		Midwest
CONNECTING ELEMENTS, INC.	SC	RICHLAND	29201	803-779-3442		Midwest
CONNETQUOT CSD	NY	SUFFOLK	11716	631-563-9195		Midwest
CONNEXION 24/7	WA	KITSAP	98110	206-780-2674		Midwest
CONNEXTIONS INC	FL	ORANGE	32808	407-926-2400		Midwest
CONNIE COULTRAP & ASSOCIATES	OH	FRANKLIN	43220	614-488-9958		Midwest
CONSER OFFICE SOLUTIONS	FL	DUVAL	32256	904-786-0242		Midwest
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA	GA	MUSCOGEE	31902-1340	706-653-4097		Midwest
CONSULTANTS & BUILDERS INC	GA	GWINNETT	30096	770-729-8183		Midwest
CONSUMER FINANCIAL PROTECTION	DC	DISTRICT O	20006	202-435-7089		Midwest
CONSUMER OFFICE FURNITURE	MI	SAGINAW	48603	989-790-7240		Midwest
CONTE OFFICE INTERIORS	MA	FRANKLIN	01301	413-774-7581		Midwest
CONTEMPORARY BUSINESS INTERIORS LLC	MD	HARFORD	21017	410-272-5559	Yes	Midwest
CONTEMPORARY BUSINESS INTERIORS, LLC	MD	BELCAMP	21017-1238	4102725559	Yes	Midwest
CONTEMPORARY GALLERIES	WV	KANAWHA	25330	304-344-1231		Midwest
CONTEMPORARY GALLERIES OF WEST VIRGINIA, INC.	WV	CHARLESTON	25301-1316	(304)344-1231		Midwest
CONTINENTAL EDUCATIONAL ENVIRO	OH	FRANKLIN	43211	614-262-5010		Midwest
CONTINENTAL OFFICE ENVIRONMENT	PA	ALLEGHENY	15212	614-262-5010		Midwest
CONTINENTAL OFFICE ENVIRONMENTS	OH	FRANKLIN	43211	614-262-5010		Midwest
CONTRA COSTA COUNTY	CA	CONTRA COS	94553	925-313-1649		Northeast
CONTRA COSTA COUNTY	CA	CONTRA COS	94523	925-313-2154		Northeast
CONTRA COSTA COUNTY	CA	CONTRA COS	94553	925-313-2154		Northeast
CONTRA COSTA REGIONAL MEDICAL CENTER	CA	CONTRA COS	94553	925-313-2154		Northeast
CONTRACT ASSOCIATES	NM	BERNALILLO	87102	505-881-8070	Yes	Northeast
CONTRACT ASSOCIATES, INC.	NM	ALBUQUERQUE	87102-3346	505-881-8070	Yes	Northeast
CONTRACT BUSINESS INTERIORS INC	GA	FULTON	30302	404-684-0800		Northeast
CONTRACT BUSINESS SOLUTIONS INC	NC	FORSYTH	27120-0547	336-724-9966		Northeast
CONTRACT COLLABORATIONS, LLC	GA	COWETA	30277	404-606-9325		Northeast
CONTRACT DESIGN ASSOCIATES INC	WA	SPOKANE	99202	509-624-4220		Northeast
CONTRACT DESIGN GROUP LLC	PR		00725	787-754-7800		Northeast
CONTRACT FURNISHERS OF HAWAII, INC.	HI	HONOLULU	96813-2222	8085992411	Yes	Northeast
CONTRACT FURNISHINGS	MO	JACKSON	64111	816-931-0900		Northeast
CONTRACT FURNISHINGS GROUP	OH	LUCAS	43604	419-244-3300		Northeast
CONTRACT FURNISHINGS INC	CO	DENVER	80205	720-956-1515		Northeast
CONTRACT FURNISHINGS RENTS, L.L.C.	MO	KANSAS CITY	64111-3759	785-267-8100	Yes	Northeast
CONTRACT FURNISHINGS, INC.	CO	DENVER	80205-3659	720-956-1515	Yes	Northeast
CONTRACT FURNITURE ALLIANCE	TN	KNOX	37932	865-671-5050		Northeast
CONTRACT FURNITURE GROUP LLC	LA	SAINT CHAR	70087	504-412-0080		Northeast
CONTRACT FURNITURE INC	FL	HILLSBOROU	33605	813-247-6622		Northeast
CONTRACT FURNITURE OPTIONS	MD	MONTGOMERY	20817	301-299-9778	Yes	Northeast
CONTRACT FURNITURE OPTIONS, INC.	MD	BETHESDA	20817-1160	301-299-9778	Yes	Northeast
CONTRACT FURNITURE SOURCE	KS	JOHNSON	66223	913-515-8485		Northeast
CONTRACT INTERIOR SERVICES	MD	ANNE ARUND	21401	301-858-5514		Northeast
CONTRACT INTERIOR SERVICES INC	FL	PINELLAS	33708	727-399-7302		Northeast
CONTRACT INTERIOR SOLUTIONS	NY	CHAUTAUQUA	14750	888-537-2247		Northeast
CONTRACT INTERIORS GROUP	KS	JOHNSON	66225	913-681-9994		Northeast
CONTRACT LINK INC	FL	SEMINOLE	32795	407-328-4332		Northeast
CONTRACT MERCHANDISING SPECIALST	KS	JOHNSON	66215	913-492-9232		Northeast
CONTRACT OFFICE FURNISHINGS	NC	FORSYTH	27105	336-724-6912		Northeast
CONTRACT OFFICE GROUP DBA COG	CA	SANTA CLAR	95110	408-262-6400		Northeast
CONTRACT OFFICE MARKETING-REP	MN	HENNEPIN	55413	612-788-9763		Northeast
CONTRACT RESOURCE GROUP	TX	HARRIS	77024	713-803-0100		Northeast
CONTRACT RESOURCE GROUP INC	WA	SPOKANE	99202	509-458-0411		Northeast
CONTRACT RESOURCE INC	IL	LAKE	60015	847-656-2250		Northeast
CONTRACT RESOURCES	FL	ESCAMBIA	32502	850-469-1272		Northeast

CONTRACT SEATING	TX	HARRIS	77057	713-977-1939		Northeast
CONTRACT SOURCE GROUP-REP	MI	OAKLAND	48302	248-745-9990		Northeast
CONTRACT SOURCE INC	OH	CUYAHOGA	44147	216-351-7575		Northeast
CONTRACT SOURCE INTERIORS	OR	JACKSON	97525	541-582-3976		Northeast
CONTRACT SOURCES-REP	MA	SUFFOLK	02210	617-951-2511		Northeast
CONTRACT SPACES INC	KS	SHAWNEE	66610	785-224-9234		Northeast
CONTRAK LLC	NC	JOHNSTON	27527	919-553-9006		Northeast
COOK COUNTY BOARD OF EDUCATION	GA	COOK	31620	229-896-2294		Northeast
COOKS OFFICE EQUIPMENT INC	IL	COOK	60411	708-754-2800		Northeast
COOPERS TECHNOLOGY GROUP	MN	OTTER TAIL	56537	218-739-5295		Northeast
COPELIN CONTRACT	OK	CLEVELAND		405-919-8068		Northeast
COPELIN'S OFFICE CENTER INC.	OK	CLEVELAND	73069	405-364-7011		Northeast
COPENHAGEN IMPORTS INC-PHOENIX	AZ	MARICOPA	85016	602-266-8060		Northeast
COPPER LEAF INTERIORS	OH	WASHINGTON	45750	740-373-9993		Northeast
CORE BUSINESS INTERIORS	CA	FRESNO	93711	559-297-6400		Northeast
CORE BUSINESS SOLUTIONS INC	TX	HIDALGO	78577	956-627-1500		Northeast
CORE OFFICE INTERIORS	TX	TRAVIS	78758	512-832-6400		Northeast
CORNELL UNIVERSITY	NY	TOMPKINS	14852-4040	607-351-4950		Northeast
CORNELL UNIVERSITY	NY	TOMPKINS	14850	607-254-7234		Northeast
CORNERSTONE INTERIORS INC	TX	COLLIN	75034	469-384-9700		Northeast
CORNERSTONE OFFICE	VA	FAIRFAX	22032	703-764-8874		Northeast
CORNING COMMUNITY COLLEGE	NY	STEUBEN	14830	607-962-9206		Northeast
CORNWALL LEBANON SCHOOL DISTRICT	PA	LEBANON	17042	717-272-2031		Northeast
CORP OF PRESIDING BISHOP, CPB	UT	SALT LAKE	84103	801-240-2297		Northeast
CORPORATE BUSINESS INTERIORS	CA	ORANGE	92660	714-671-0988		Northeast
CORPORATE CONCEPTS INC	IL	DUPAGE	60148	630-691-8800		Northeast
CORPORATE CONCEPTS INC	SC	RICHLAND	29201	803-758-2900		Northeast
CORPORATE DESIGN CHOICE INC.	FL	MIAMI-DADE	33172	305-716-9990		Northeast
CORPORATE DESIGN GROUP, INC.	CA	PLACER	95661	916-781-6543		Northeast
CORPORATE DESIGN INC.	IN	VANDERBURG	47701	812-422-3000		Northeast
CORPORATE DESIGN INTERIORS LLC	WI	WAUKESHA	53186	262-521-1010		Northeast
CORPORATE ENVIRONMENTS	PA	NORTHAMPTO	18018	888-300-7082		Northeast
CORPORATE ENVIRONMENTS INTERNATIONAL, LLC	HI	HONOLULU	96813-3916	808-237-6000	Yes	Northeast
CORPORATE ENVIRONMENTS INT'L	HI	HONOLULU	96813	808-526-2825	Yes	Northeast
CORPORATE ENVIRONMENTS OF GEORGIA, INC.	GA	ATLANTA	30329-2003	404-679-8991	Yes	Northeast
CORPORATE ENVIRONMENTS-GA.	GA	DEKALB	30329	404-679-8999		Northeast
CORPORATE FACILITIES	PA	PHILADELPH	19103	215-279-9999		Northeast
CORPORATE FACILITIES LEHIGH VALLEY	PA	LEHIGH	18101	610-434-7236		Northeast
CORPORATE FACILITIES OF NEW JERSEY	NJ	PENNSAUKEN	08110-3205	2152799999	Yes	Northeast
CORPORATE FURNITURE OPTIONS	FL	MARTIN	34990	772-283-1888		Northeast
CORPORATE FURNITURE RESOURCE	NY	NEW YORK	10016	212-607-5549		Northeast
CORPORATE FURNITURE SOLUTIONS	CA	SANTA CLAR	95110	408-627-4111 Ext.4002		Northeast
CORPORATE FURNITURE SYSTEMS	CT	HARTFORD	06029	860-242-2811		Northeast
CORPORATE INTERIOR CONCEPTS	OH	FRANKLIN	43212	614-291-7880		Northeast
CORPORATE INTERIOR SYSTEMS	AZ	MARICOPA	85040	602-304-0100	Yes	Northeast
CORPORATE INTERIOR SYSTEMS, INC.	AZ	PHOENIX	85040-2867	(602)304-0100	Yes	Northeast
CORPORATE INTERIORS & SALES	NC	CUMBERLAND	28305	910-483-7000		Northeast
CORPORATE INTERIORS INC	FL	PINELLAS	33716	727-539-7544		Northeast
CORPORATE INTERIORS INC	TX	COLLIN	75034-0709	214-705-7879		Northeast
CORPORATE INTERIORS OF DE.	DE	NEW CASTLE	19720	302-323-9100		Northeast
CORPORATE INTERIORS, INC.	DE	NEW CASTLE	19720-4193	6109941302	Yes	Northeast
CORPORATE INTERIORS, INC.	FL	SAINT PETERSBURG	33716-1821	727-316-6327	Yes	Northeast
CORPORATE OFFICE INTERIORS	MI	INGHAM	48910	517-253-8718		Northeast
CORPORATE OFFICE INTERIORS INC DBA SOURCE CREATIVE OFFICE INT	CA	ORANGE	92612	714-427-4001		Northeast
CORPORATE SOURCE	CO	DENVER	80202	303-571-5400		Northeast
CORPORATE SOURCE - TX	TX	DALLAS	75207	214-468-0468		Northeast
CORPORATE SPACES, INC.	CA	PASADENA	91101-2122	626-486-2266	Yes	Northeast
CORTLAND REGIONAL MEDICAL CTR	NY	CORTLAND	13045	607-756-3500		Northeast
COTHRAN HARRIS ARCHITECTURE	NC	NEW HANOVE	28403	910-793-3433		Northeast
COUNTRYSIDE FURNITURE INC	OH	STARK	44646	330-494-4700		Northeast
COURT STREET OFFICE SUPPLIES INC	NY	KINGS	11215	718-499-3015		Northeast
COURTYARD CHANDLER AZ	AZ	MARICOPA	85286	480-855-8600		Northeast
COURTYARD JACKSON	MI	JACKSON	49202			Northeast
COURTYARD LBV	FL	ORANGE	38236	407-597-2424		Northeast
COURTYARD MARRIOTT MONTEREY PARK	VA	PRINCE WIL	20109	703-520-1885		Northeast
COURTYARD ROCKY MOUNT, NCU	KY	JEFFERSON	40245			Northeast
COX COMMERCIAL INTERIORS LLC	AL	JEFFERSON	35203	205-243-0972		Northeast
CPS STUDENT PURCHASING 2	MO	SAINT LOUI	63121	314-516-7460		Northeast
CRANBERRY TOWNSHIP	PA	BUTLER	16066-6499	724-776-4806		Northeast
CRANDALL PUBLIC LIBRARY	NY	WARREN	120801			Northeast

CRAWFORD AREA TRANSPORTATION AUTHORITY	PA	CRAWFORD	16335	814-336-5600	Northeast
CRAWFORD CENTRAL SCHOOL DIST	PA	CRAWFORD	16335	814-724-3960	Northeast
CRE8 WORKPLACE ENVIRONMENTS	CA	SACRAMENTO	95662	916-930-0365	Northeast
CREATE YOUR SPACE WITH CLASS, LLC	AZ	PIMA	85658	520-572-3918	Northeast
CREATIVE BUSINESS INTERIORS	NC	WAKE	27617	919-786-4800	Northeast
CREATIVE BUSINESS INTERIORS INC	WI	MILWAUKEE	53214	414-545-8500	Northeast
CREATIVE COMBINATIONS INC	FL	BROWARD	33067	954-801-6604	Northeast
CREATIVE COMMERCIAL INTERIORS	CA	PLACER	95747	916-749-0859	Northeast
CREATIVE CORPORATE SOLUTIONS	TN	SHELBY	38135	901-383-0556	Northeast
CREATIVE FURNISHINGS & DESIGN	TX	HARRIS	77043	713-463-2856	Northeast
CREATIVE INTERIORS, INC.	NM	SANTA FE	87501	505-983-3384	Northeast
CREATIVE LICENSE INTERNATIONAL, LLC	AZ	MARICOPA	85281	480-777-3687	Northeast
CREATIVE OFFICE DESIGN, INC.	GA	DEKALB	30062	770-310-1671	Northeast
CREATIVE OFFICE ENVIRONMENTS	VA	HANOVER	23005	804-228-7447	Northeast
CREATIVE OFFICE ENVIRONMENTS OF RICHMOND, LLC	VA	ASHLAND	23005-8152	757-382-5416	Northeast
CREATIVE OFFICE INTERIORS	CT	HARTFORD	06114	860-525-3133	Northeast
CREATIVE OFFICE INTERIORS	MI	MACOMB	48080	586-445-6155	Northeast
CREATIVE OFFICE PAVILION-MA	MA	SUFFOLK	02210	617-956-4100	Northeast
CREATIVE OFFICE PAVILION-ME	ME	CUMBERLAND	04101	207-775-7100	Northeast
CREATIVE OFFICE PAVILION-NY	NY	NEW YORK	10016	999-999-9999	Northeast
CREATIVE OFFICE PAVILION-RI	RI	PROVIDENCE	02906	401-274-2444	Northeast
CREATIVE OFFICE SOLUTIONS AND MORE	FL	MIAMI-DADE	33137	305-407-8907	Northeast
CREATIVE OFFICE SOLUTIONS CO	OH	MEDINA	44256	330-722-6230	Northeast
CREATIVE OFFICE SYSTEMS INC	NY	MONROE	14611	585-721-1944	Northeast
CREATIVE OFFICE SYSTEMS OF NEW YORK INC	NY	SARATOGA	12065	518-348-1240	Northeast
CREATIVE OFFICE, THE	WA	THURSTON	98501	360-754-1732	Northeast
CREATIVE SOLUTIONS	TX	HARRIS	77070	281-450-0202	Northeast
CREATIVE SPACE CONSULTANTS	MD	MONTGOMERY	20832	301-325-8370	Northeast
CREATIVE SUPPORTS INC	CA	ALAMEDA	94583	925-866-2990	Northeast
CREO HOSPITALITY	CA	ORANGE	92806	714-634-2796	Northeast
CRESTLINE ELEMETARY SCHOOL	AL	JEFFERSON	35213	205-871-8126	Northeast
CRESTWOOD SCHOOL DISTRICT	PA	LUZERNE	18707	570-474-5411	Northeast
CRI COORDINATED RESOURCES INC	CA	SAN FRANCI	94104	415-989-0773	Northeast
CRIDER CONTRACT INTERIORS	CA	ORANGE	92835		Northeast
CROWNE PLAZA HOTEL	DE	NEW CASTLE	19801	302-510-6396	Northeast
CROWNE PLAZA VENTURA BEACH	GA	CHEROKEE	30186	770-590-7330	Northeast
CRUTHRIDS AND ASSOCIATES INC	MS	DESOTO	38654	662-893-5015	Northeast
CRYSTAL RUN HEALTHCARE	NY	ORANGE	10941	845-703-6999	Northeast
CRYSTAL RUN VILLAGE INC	NY	ORANGE	10941		Northeast
CRYSTAL VISIONS INC	CA	CONTRA COS	94596	925-256-0669	Northeast
CSI FULLMER	CA	LOS ANGELE	91101	626-486-2266	Northeast
CSM LODGING	MN	HENNEPIN	55415	612-395-7000	Northeast
CSRA REGIONAL COMMISSION	GA	RICHMOND	30909	706-210-2000	Northeast
CSSG	MD	PRINCE GEO	20709	410-280-3500	Northeast
CSU BAKERSFIELD	CA	KERN	93311	661-654-2535	Northeast
CSU CHICO	CA	BUTTE	95929	530-898-6426	Northeast
CSU NORTHRIDGE	CA	LOS ANGELE	91330-8202	818-677-3472	Northeast
CSU SAN BERNARDINO	CA	SAN BERNAR	92407	909-537-5155	Northeast
CSULB	CA	LOS ANGELE	90815	562-985-2512	Northeast
CUBICLES BY DESIGN	PA	BUCKS	18902	866-417-2823	Northeast
CUBICLES OFFICE ENVIRONMENTS	CA	SAN DIEGO	92011	760-560-5800	Northeast
CUBICLES.COM	NY	QUEENS	11101	888-442-8242	Northeast
CULTURAL SURROUNDINGS	TX	DALLAS	75209	214-742-2400	Northeast
CULVER RUFUS DALE JR	NC	HAYWOOD	28716	828-648-8425	Northeast
CUMB CTY DEPT OF WORKFORCE DEV	NJ	CUMBERLAND	08362-1500	856-453-2137	Northeast
CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION	NJ	CUMBERLAND	08302	856-451-9000	Northeast
CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION	NJ	CUMBERLAND	08360	856-451-9000	Northeast
CUMBERLAND COUNTY COLLEGE	NJ	CUMBERLAND	08362-1500	856-691-8600	Northeast
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY	NJ	CUMBERLAND	08332	856-825-3700	Northeast
CUNY ACCOUNTS PAYABLE	NY	NEW YORK	10036	646-664-3118	Northeast
CUNY CONSTRUCTION FUND	NY	NEW YORK	10019	212-541-0335	Northeast
CURRIMBHOY & CASSIDY	NY	NEW YORK	10018	212-967-1868	Northeast
CURVE HOSPITALITY	TX	HARRIS	77082	281-531-5774	Northeast
CUSTER WORKPLACE INTERIORS	MI	KENT	49503	616-458-6322	Northeast
CUSTOM OFFICE INTERIORS	KY	WARREN	42103		Northeast
CUYAHOGA COMPANIES INC	OH	CUYAHOGA	44107	216-228-4700	Northeast
CVC HOSPITALITY INC	FL	ORANGE	34787	407-299-7619	Northeast
CVPH MEDICAL CENTER	NY	CLINTON	12901	518-562-7350	Northeast
CVW LONG LAKE PUBLIC LIBRARY	NY	HAMILTON	12847		Northeast
CYRH HOLDING LCC	FL	ORANGE	32805	321-214-0923	Northeast

D & B GROUP	OR	MULTNOMAH	97206	503-232-1974		Northeast
D&T WHOLESALE INC	LA	RAPIDES	71303	318-487-4452		Northeast
DAEMEN COLLEGE	NY	ERIE	14226	716-839-8459		Northeast
DAF NETWORKS	NY	ONONDAGA	13039	315-699-7070		Northeast
DAKOTA BUSINESS CENTER	SD	PENNINGTON	57701	605-342-8934		Northeast
DALE ASSOCIATES	CA	SONOMA	94111	707-829-0804		Northeast
DALLAS DESK INC	TX	DALLAS	75001	972-788-1802		Northeast
DALTON INTERIORS LLC	AZ	MARICOPA	85260	480-948-8383		Northeast
DALVEY BUSINESS ENVIRONMENTS	NV	CLARK	89119-2304	702-740-4000		Northeast
DAMERON PIERSON LLC	LA	JEFFERSON	70002	504-831-0300		Northeast
DANCKER	MD	PRINCE GEO	20743	301-350-8700		Northeast
DANCKER SELLEW & DOUGLAS DS&D	NJ	SOMERSET	08876	908-252-6026		Northeast
DANIELS AND ZERMACK ARCHITECTS LLC	MI	WASHTENAW	48104	734-761-2090		Northeast
DANVILLE OFFICE EQUIPMENT CO INC.	KY	BOYLE	40422	859-236-6618		Northeast
DANVILLE STATE HOSPITAL	PA	MONTOUR	17821			Northeast
DARLENE CASIAS INTERIORS, L.P.	TX	SAN ANTONIO	78238-4535	215-696-2072	Yes	Northeast
DARRAN FURNITURE INDUSTRIES INC	NC	RANDOLPH	27263	336-861-2400		Northeast
DARTON COLLEGE	GA	DOUGHERTY	31707	229-317-6718		Northeast
DASNY	NY	ALBANY	12207	518-257-3000		Northeast
DAUBMAN CORPORATE INTERIORS	NY	DUTCHESS	12603	845-454-3379		Northeast
DAUPHIN COUNTY	PA	DAUPHIN	17101	717-780-6337		Northeast
DAVIES OFFICE REFURBISHING INC	NY	ALBANY	12204	518-449-2040		Northeast
DAVIS AND DAVIS INTERIOR DESIGN LLC	MI	OAKLAND	48334	248-855-7040		Northeast
DAVIS TYPEWRITER CO INC	MN	NOBLES	56187	507-343-2001		Northeast
DAWKINS OFFICE SUPPLIES & EQUIPMENT	MS	WASHINGTON	38701	662-332-5448		Northeast
DAYTON BUSINESS INTERIORS	OH	MONTGOMERY	45439	937-294-1643		Northeast
DC INTERIORS	TX	BEXAR	78238	210-521-9900	Yes	Northeast
DCNR	PA	DAUPHIN	17057	717-702-2063		Northeast
DCNR	PA	CAMERON	15834			Northeast
DCNR - REEDS GAP STATE PARK	PA	MIFFLIN	15627	717-667-3622		Northeast
DCNR - TOPOGEO - PGH	PA	ALLEGHENY	15222	412-442-4236		Northeast
DDEAMC	GA	RICHMOND	30905	706-787-8109		Northeast
DDG INC	VA	FREDERICKSBURG	22408-2542	540-621-5999	Yes	Northeast
DDG INCORPORATED	VA	SPOTSYLVAN	22401	540-621-5999		Northeast
DE CLERCQ OFFICE GROUP	CT	FAIRFIELD	06853	203-831-5007		Northeast
DEA	VA	PRINCE WIL	22134			Northeast
DEA - LOS ANGELES HIDTA TASK FORCE	CA	LOS ANGELE	90017			Northeast
DEACON DESIGN INC	FL	VOLUSIA	32176	386-615-8899		Northeast
DEBNER & COMPANY	TX	HARRIS	77024	713-425-6170		Northeast
DECOR FURNISHINGS	NY	ONONDAGA	13210	315-474-5044		Northeast
DECOR INTERIOR DESIGN	CA	LOS ANGELE	90033	310-289-2186		Northeast
DECORATING CONNECTION	OH	WASHINGTON	45750	740-434-5907		Northeast
DEFENCE INTELLIGENCY AGENCY	VA	FAIRFAX	20171	703-766-6771		Northeast
DEFENSE CONTRACT MANAGEMENT AGENCY	VA	PRINCE GEO	23860			Northeast
DEFENSE INTELLIGENCE AGENCY	MD	PRINCE GEO	20785	202-231-1898		Northeast
DEFENSE SECURITY COOPERATION	VA	ARLINGTON	22202	703-697-9797		Northeast
DEI INC	OH	HAMILTON	45240	513-825-5800		Northeast
DEKALB CO DFCS	GA	DEKALB	30030	770-593-7417		Northeast
DEKALB COUNTY FINANCE DEPT	GA	DEKALB	30030	404-371-7051		Northeast
DEKALB COUNTY SCHOOL SYSTEM	GA	DEKALB	30083	678-676-0279		Northeast
DEKALB OFFICE ENVIRONMENTS	GA	FORSYTH	30004	770-360-0284	Yes	Northeast
DEKALB OFFICE ENVIRONMENTS, INC.	GA	ALPHARETTA	30004-8442	770-360-0241	Yes	Northeast
DELANO DESIGN LLC	MI	OAKLAND	48025	248-225-6558		Northeast
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION	PA	BUCKS	19067	215-295-5061		Northeast
DELAWARE RIVER PORT AUTHORITY	NJ	CAMDEN	08101	856-968-2148		Northeast
DELAWARE SCHOOL & OFFICE LLC	DE	NEW CASTLE	19808	302-996-0652		Northeast
DELTA MONTREAL	QC		H3A 1J7	514-284-4309		Northeast
DELTA OFFICE SYSTEMS & FURNITURE	CA	SAN JOAQUI	95203	209-462-2294		Northeast
DEMCO	WI	DANE	53708	608-241-1201		Northeast
DEMENT DESIGNS	TX	DALLAS	75206	214-812-9056		Northeast
DEMING PUBLIC SCHOOLS	NM	LUNA	87106			Northeast
DEMO GROUP THE	MN	DAKOTA	55122	651-366-6900		Northeast
DEMOCRATIC OFFICE OF HUMAN RESOURCES	PA	DAUPHIN	17120	717-783-5710		Northeast
DEN ASC HEADQUARTERS	CO	ARAPAHOE	80112	720-568-2443		Northeast
DENISE FERRIER DESIGN AND PLANNING	CA	ORANGE	92672	949-485-1114		Northeast
DENISE HAMILTON INTERIOR PLANNING DESIGN	CA	ORANGE	92688	949-589-1162		Northeast
DENISE SKOTEDIS INTERIOR DESIGN	PA	SNYDER	17876	570-743-1800		Northeast
DENNIS TOWNSHIP SCHOOL DISTRICT	NJ	CAPE MAY	08210	609-861-2821		Northeast
DENTON HOUSE INTERIORS INC	UT	SALT LAKE	84117	801-333-8156		Northeast
DENVER EQUIPMENT CO OF CHARLOTTE INC	NC	MECKLENBUR	28269	704-597-2688		Northeast

DEPAUL	NY	MONROE	14624	585-426-8000	Northeast
DEPIANO INTERIORS LTD	PA	DELAWARE	19087	610-688-3400	Northeast
DERRY TOWNSHIP SCHOOL DISTRICT	PA	DAUPHIN	17033	717-534-2501	Northeast
DES DC INC	DC	DISTRICT O	20007	202-733-5007	Northeast
DESERT BUSINESS INTERIORS LLC	CA	RIVERSIDE	92260	760-340-1112	Northeast
DESIGN & SUPPLY CO	PA	BUCKS	18914	215-997-8850	Northeast
DESIGN BUILD CONCEPTS	GA	GWINNETT	30071	888-201-6578	Northeast
DESIGN BY RAZZ LLC	MI	ISABELLA	48858	989-621-2150	Northeast
DESIGN CENTRAL	KS	SALINE	67401	785-825-4131	Northeast
DESIGN CONCEPTS TRIAD	NC	GUILFORD	27408	336-312-9706	Northeast
DESIGN ENVIRONS CORPORATION	VA	ALBEMARLE	22901	434-973-6161	Northeast
DESIGN INTEGRITY, INC.	FL	SARASOTA	34237-3416	941-951-2722	Northeast
DESIGN LINES	IL	COOK	60654	312-644-3726	Northeast
DESIGN LINES LLC	NC	WAKE	27606	919-852-0570	Northeast
DESIGN LINK LLC	KY	FAYETTE	40509	859-225-0310	Northeast
DESIGN MANAGEMENT ASSOCIATES INC	GA	COBB	30144	770-955-0660	Northeast
DESIGN MANAGEMENT GROUP	VA	FAIRFAX	20191	703-537-8600	Northeast
DESIGN MART SILICON VALLEY	CA	SANTA CLAR	95119		Northeast
DESIGN PARTNERS, LLC	VA	FAIRFAX	22181	703-242-0886	Northeast
DESIGN PURCHASING NETWORK INC	FL	COLLIER	34104	239-643-7103	Northeast
DESIGN RESOURCE GROUP THE	FL	SEMINOLE	32714	407-830-1550	Northeast
DESIGN SERVICES, INC.	MD	MONTGOMERY	20856-9460	301-590-9030	Northeast
DESIGN SOURCE INC	VA	RICHMOND C	23219	804-644-3424	Northeast
DESIGN SPECIALISTS	NY	ONONDAGA	13057	315-479-1551	Northeast
DESIGNED BUSINESS INTERIORS OF TOPEKA, INC.	KS	SHAWNEE	66603	785-233-2078	Northeast
DESIGNER SERVICES INC	GA	COBB	30144	770-429-3200	Northeast
DESIGNER SERVICES INC	GA	COBB	30066	770-429-3200	Northeast
DESIGNTECH IDS INC	CA	SACRAMENTO	95819	916-453-2888	Northeast
DESK DEALER INC	OR	MARION	97308	503-399-1111	Northeast
DESKS INC BUSINESS FURNITURE DBA DESKS INC	CO	DENVER	80204	303-777-7778	Northeast
DETAILS	GA	FORSYTH	30041	678-231-5197	Northeast
DETROIT JOB CORPS CENTER	MI	WAYNE	48208	313-852-0393	Northeast
DETROIT PENCIL COMPANY	MI	OAKLAND	48084	248-577-0740	Northeast
DEVENS HOSPITALITY LLC	KS	JOHNSON	66210		Northeast
DEWITT COMMUNITY LIBRARY	NY	ONONDAGA	13214	315-446-3578	Northeast
DFAS				800-756-4571	Northeast
DFAS - DEAMS -F87700	ME	AROOSTOOK	04751	575-572-7826	Northeast
DFAS LIMESTONE - F67100	OH	FRANKLIN	43236-9024	210-977-5485	Northeast
DFAS TEXARKANA	TX	BOWIE	75505	703-681-5286	Northeast
DFMWR/ACS/FRP	TX	EL PASO	79916	915-568-5658	Northeast
DHHS	MO	JACKSON	64106	816-426-5869	Northeast
DHHS - SUPPORT SERVICES	NE	LANCASTER	68509-5026	402-471-6082	Northeast
DHHS/ FDA/ACCOUNTING OPERASTIONS BR	MD	MONTGOMERY	20857	240-402-7551	Northeast
DHS - CHILD SUPPORT ENFORCEMENT	GA	FULTON	30303-3142	404-657-9222	Northeast
DHS FEMA	VA	CLARKE	20135	540-542-2295	Northeast
DHS USCIS	MO	JACKSON	64063	816-251-2339	Northeast
DIAMOND INTERIOR DESIGN LLC	MD	ANNE ARUND	21114	443-292-8212	Northeast
DIANE BISHOP INTERORS LLC	PA	MONTGOMERY	19422	215-619-2999	Northeast
DIMENSIONAL SPACES LLC	GA	FULTON	30328	615-479-8130	Northeast
DINARI HOSPITALITY, LLC	FL	ORANGE	32835	410-785-6667	Northeast
DIRECT CONSULTING & PURCHASING	AZ	MARICOPA	85203	480-820-7381	Northeast
DIRECT OFFICE FURNITURE INC.	MD	MONTGOMERY	20850	301-545-6134	Northeast
DIRECT OFFICE SOLUTIONS	FL	BROWARD	33309	954-440-4410	Northeast
DIRECT SUPPLY INC	WI	MILWAUKEE	53223	414-358-2805	Northeast
DISABILITY ADJUDICATION SERVICES/GVRA	GA	DEKALB	30083	678-639-2250	Northeast
DISCOUNT DESK AND OFFICE SUPPLY INC	OH	CUYAHOGA	44103	216-791-3375	Northeast
DISTRICT ATTORNEY COUNTY OF NEW YORK	NY	NEW YORK	10013	212-335-9000	Northeast
DISTRICT EXECUTIVES OFFICE	NY	NEW YORK	10007	212-805-0503	Northeast
DISTRICT OF COLUMBIA RETIREMENT BOARD	DC	DISTRICT O	20001	202-343-3200	Northeast
DIVERSIFIED RESOURCE GROUP INC	GA	GWINNETT	30071	678-282-0760	Northeast
DIVISION OF SOCIAL SERVICES	NJ	MONMOUTH	07728	732-431-7370	Northeast
DIVISON OF CHILD SUPPORT SERVICES	GA	EMANUEL	30401	478-289-2724	Northeast
DIXIE EQUIPMENT	NC	RANDOLPH	27298	336-622-4202	Northeast
DK DELRAY DOWNTOWN, LLC	FL	PALM BEACH	33487	561-338-3520	Northeast
DK WORKSPACES LLC	VA	HENRICO	23294	804-673-3144	Northeast
DKI OFFICE FURNITURE	LA	JEFFERSON	70123		Northeast
DMA INTERIOR SYSTEMS	SC	PICKENS	29642	864-395-8263	Northeast
DMA SQM F&A	FL	SAINT JOHN	32085-1008	904-823-0222	Northeast
DMVA PROCUREMENT & CONTRACTING OFFICE	PA		17003		Northeast
DNI MSD PROCUREMENT	DC	DISTRICT O	20505	301-243-0440	Northeast

DNP DESIGNS AND INTERIORS	LA	EAST BATON	70809	225-448-3268		Northeast
DOBBINS ARB	GA	COBB	30069	678-655-4690		Northeast
DOC NOAA NOS ORR	MD	MONTGOMERY	20910	301-713-4248		Northeast
DOCUMENT CONCEPTS INC	OH	STARK	44720	330-471-3397		Northeast
DOD	VA	ARLINGTON	22216	703-769-6670		Northeast
DOD FINANCE AND ACCOUNTING OFC	DC	DISTRICT O	20033	703-704-9830		Northeast
DOE	TN	ANDERSON	37831	865-576-4536		Northeast
DOF	WA	KING	98134	425-747-5577		Northeast
DOH DIVISION OF DISABILITY DETERMINATIONS	FL	LEON	32399	904-245-4142		Northeast
DOHMH OFFICE OF FISCAL MANAGEMENT	NY	QUEENS	11101	347-396-6290		Northeast
DOMINICAN COLLEGE	NY	ROCKLAND	10962	845-848-7817		Northeast
DONA ANA COMMUNITY COLLEGE	NM	DONA ANA	88003	575-527-7776		Northeast
DONA ANA COUNTY	NM	DONA ANA	88007	575-525-5962		Northeast
DOUBLEDAY OFFICE PRODUCTS INC	MI	BERRIEN	49022	269-926-8293		Northeast
DOURON CORPORATE FURNITURE	MD	BALTIMORE	21117	410-363-2600		Northeast
DOURON, INCORPORATED	MD	OWINGS MILLS	21117-3604	410-363-2600 X 3055		Northeast
DPDLLC - E&S	MI	WASHTENAW	48106-0434	734-930-3335		Northeast
DPOP!	MI	WAYNE	48226	313-373-3767		Northeast
DRB BUSINESS INTERIORS INC	NY	SARATOGA	12866	518-306-5233		Northeast
DRENNAN EQUIPMENT	KY	JEFFERSON	40218	502-584-7772		Northeast
DREW DEMARCO	CA	LOS ANGELE	90049			Northeast
DREXEL SQUARE HOTEL GROUP INC	TX	COLLIN	75093	972-616-8349		Northeast
DREXEL UNIVERSITY COLLEGE OF MEDICINE	PA	PHILADELPH	19104	215-895-2921		Northeast
DRUG ENFORCEMENT ADMINISTRATION	VA	FAIRFAX	22152	202-307-7513		Northeast
DRUG ENFORCEMENT AGENCY	VA	FAIRFAX	20151	703-488-4263		Northeast
DTANK INC	CA	LOS ANGELE	91505	818-252-3888		Northeast
DULUTH TYPE & BUSINESS FURNITURE CO	MN	SAINT LOUI	55801	218-722-5811		Northeast
DUNDAS OFFICE INTERIORS	MT	LEWIS AND	59601	406-442-3448		Northeast
DUNDAS OFFICE INTERIORS INC - BOISE	ID	ADA	83713	208-658-9111		Northeast
DUPLER OFFICE	OH	FRANKLIN	43215	614-227-5640		Northeast
DWG & ASSOCIATES	FL	PINELLAS	33706	727-421-7870		Northeast
DYNAMIC BUSINESS INTERIORS-VA	VA	ARLINGTON	22204	703-685-0500		Northeast
DYVIC CORPORATION	GA	GWINNETT	30071	770-729-2870		Northeast
E 2 DESIGN LLC	KY	FAYETTE	40502	859-619-0216		Northeast
E J WOLBER INC	FL	COLLIER	34103	513-522-1722	Yes	Northeast
E3 OFFICE FURNITURE AND INTERIORS INC	NS		B3E 1T4	902-434-8566		Northeast
EAKES INC	NE	HALL	68801	308-382-9580		Northeast
EASLEY & RIVERS INC	PA	ALLEGHENY	15146	412-795-4482		Northeast
EAST ALABAMA REGIONAL PLANNING AND DEV COMMISSION	AL	CALHOUN	36202	256-237-6741		Northeast
EAST CENTRAL PUBLIC HEALTH DISTRICT	GA	RICHMOND	30909	706-667-4287		Northeast
EAST GREENWICH TOWNSHIP BOARD OF EDUCATION	NJ	GLOUCESTER	08056	856-423-2958		Northeast
EAST NOBLE SCHOOL CORPORATION	IN		46755	260-347-2502		Northeast
EAST STROUDSBURG UNIVERSITY	PA	MONROE	18301-2999	570-422-3944		Northeast
EAST WOODS SCHOOL	NY	NASSAU	11771	518-922-4400		Northeast
EASTERN FLORIDA STATE COLLEGE	FL	BREVARD	32922	321-433-7045		Northeast
EASTERN IOWA HEALTH CENTER	IA	LINN	52403	319-730-7300		Northeast
EASTERN KENTUCKY UNIVERSITY	KY	MADISON	40475	859-622-1810		Northeast
EASTLAND SALES INC	IN	ALLEN	46808	260-422-8529		Northeast
EASTON AREA SCHOOL DISTRICT	PA	NORTHAMPTO	18040	610-250-2400		Northeast
EATON GROUP - SALES REP	OR	MULTNOMAH	97214			Northeast
ECLECTIC INTERIORS INC	TN	SHELBY	38117	901-683-5598		Northeast
ECLIPSE BRAND BUILDERS, LLC	GA	FORSYTH	30024	678-894-4360		Northeast
ECONOCARE INC	IL	COOK	60712	847-675-5022		Northeast
ECONOMIC DEVELOPMENT	MD	MONTGOMERY	20850	240-777-2035		Northeast
ECONOMICALLY CORRECT INC	MN	HENNEPIN	55428	763-493-0063		Northeast
ECONOMY BOROUGH MUNICPAL AUTHORITY	PA	BEAVER	15005	724-869-3201		Northeast
ECOTECH OFFICE ENVIRONMENTS LLC	NY	ERIE	14221	716-580-3725		Northeast
ED OF PA PROCUREMENT	PA	PHILADELPH	19106	267-299-7098		Northeast
EDC & ASSOCIATES INC	FL	PINELLAS	33704	727-823-8900		Northeast
EDDY COUNTY, NEW MEXICO	NM	EDDY	88220	575-887-9511		Northeast
EDGE INTERIOR DESIGN	UT	SALT LAKE	84107	801-915-6586		Northeast
EDGE OFFICE PRODUCTS	TX	GREGG	75605	903-758-0777		Northeast
EDGE OFFICE, LLC	NC	WAKE	27609	919-235-0933		Northeast
EDGEQUARTERS	AZ	MARICOPA	85253	602-625-2787		Northeast
EDGEWATER HOUSING AUTHORITY	NJ	BERGEN	07020	201-941-0655		Northeast
EDGEWATER PARK TWP BOARD OF EDUCATION	NJ	BURLINGTON	08010	609-877-2122		Northeast
EDINBORO UNIVERSITY OF PENNSYLVANIA	PA	ERIE	16444	814-732-2704		Northeast
EDISON STATE COLLEGE	FL	LEE	33919	239-489-9325		Northeast
EDMARCO INC	AZ	MARICOPA	85281	480-966-3333		Northeast
EDMONDS COMMUNITY COLLEGE	WA	SNOHOMISH	98036-5999	425-640-1209		Northeast

EDUCATION AND WORKFORCE DEVELOPMENT CABINET	KY	FRANKLIN	40601	502-564-2782		Northeast
EDUCATIONAL FURNISHINGS CO	PA	NORTHUMBER	17801	570-241-0721		Northeast
EDUCATIONAL FURNITURE	IN	DELAWARE	47302	765-286-9041		Northeast
EDUCATIONAL FURNITURE SOLUTIONS LLC	PA	MONTGOMERY	19486	215-699-6614		Northeast
EDWARDS & HILL COMMUNICATIONS, LLC	MD	WINDSOR MILL	21244-2071	301-317-4250	Yes	Northeast
EFFICIENT OFFICE SOLUTIONS	DE	NEW CASTLE	19720	302-326-0660		Northeast
EGLIN AFB	FL	OKALOOSA	32542	850-883-6035		Northeast
EGLIN AFB HOSPITAL	FL	OKALOOSA	32542	850-883-9145		Northeast
EGLIN AIRFORCE BASE CREDIT CARD ACCT	FL	OKALOOSA	32542			Northeast
EGYR, LLC	NC	BEAUFORT	27889	888-510-2225		Northeast
EHG-PHG SAINT LOUIS HOTEL, LLC	FL	ORANGE	32801	443-406-7105		Northeast
EICHOLTZ COMPANY	PA	ADAMS	17530	717-624-4891		Northeast
EL PASO COMMUNITY COLLEGE	TX	EL PASO	79998-0500	915-831-6350		Northeast
EL PASO COUNTY 911 DISTRICT	TX	EL PASO	79924	915-562-3911		Northeast
EL PASO POLICE DEPT	TX	EL PASO	79912	915-564-7174		Northeast
EL PASO PUBLIC LIBRARY	TX	EL PASO	79901	915-541-4113		Northeast
ELECTRONIC OFFICE ENVIRONMENTS	MN	RAMSEY	55107			Northeast
ELEMENTS	CO	DENVER	80205	303-471-4334		Northeast
ELEMENTS IV INTERIORS	OH	MONTGOMERY	45414	937-918-1000		Northeast
ELEMENTS MO	MO	GREENE	65807	417-890-5543		Northeast
ELEMENTS OF DESIGN	VA	VIRGINIA B	23464	757-639-6000		Northeast
ELEVENTH JUDICIAL DIST COURT	NM	SAN JUAN	87410	505-334-7768		Northeast
ELIZABETH BUHR	MO	SAINT LOUI	63005	314-412-2120		Northeast
ELIZABETH FORWARD SCHOOL DIST	PA	ALLEGHENY	15037	412-896-2313		Northeast
ELIZABETHTOWN COLLEGE	PA	LANCASTER	17022	717-824-0008		Northeast
ELK COUNTY	PA	ELK	15853	814-776-5379		Northeast
ELLIS BROTHERS & JOSEPH INC	NY	BROOME	13902	607-722-6401		Northeast
ELLIS HOSPITAL	NY	SCHENECTAD	12302	518-612-8651		Northeast
ELMA FIRE CO	NY	ERIE	140559			Northeast
ELMHURST HOSPITAL CTR -ACCOUNTS PAYABLE	NY	QUEENS	11432	212-323-3605		Northeast
ELMIRA COLLEGE	NY	CHEMUNG	14901	607-735-1782		Northeast
ELMIRA PSYCHIATRIC CENTER	NY	CHEMUNG	14901-2898	607-737-4751		Northeast
ELMIRA SEWER DISTRICT	NY	CHEMUNG	14904	607-733-8991		Northeast
ELMORE COUNTY BOARD OF EDUCATION	AL	ELMORE	36092	334-567-1200		Northeast
ELONTEC, LLC	AZ	MARICOPA	85043	602-759-5500		Northeast
EMBLEMAX CORPORATION	VA	FAIRFAX	20151	703-802-0200		Northeast
EMBRY-RIDDLE AERO. UNIV., INC.	FL	VOLUSIA	32114-3900	386-226-6262		Northeast
EMERALD BUSINESS SUPPLY	PA	PHILADELPH	19136	215-333-1900		Northeast
EMERALD COAST CONSTRUCTION	FL	ESCAMBIA	32561	850-677-8237		Northeast
EMERALD COAST UTILITIES AUTHORITY	FL	ESCAMBIA	32514-0311	850-969-3850		Northeast
EMERGENCE HEALTH NETWORK	TX	EL PASO	79995	915-887-3424		Northeast
EMMA WILLARD SCHOOL	NY	RENSSELAER	12180	518-833-1795		Northeast
EMORY UNIVERSITY HOSPITALS	GA	FULTON	30308-4577	404-686-2466		Northeast
EMPIRE FACILITY SERVICES, INC	WA	STEVENS	99006	509-939-7178		Northeast
EMPIRE OFFICE EQUIPMENT	NY	NEW YORK	10016	212-607-5500		Northeast
EN4ORM OFFICE INTERIORS	CA	ORANGE	92626	657-232-4448		Northeast
ENCOMPAS CORPORATION	MO	JACKSON	64108	816-300-1122		Northeast
ENCORE! DESIGN	KY	KENTON	41011	513-405-6231		Northeast
ENERGY KEEPERS INC	MT	LAKE	59860	406-883-1113		Northeast
ENERGY MINERALS AND RESOURCES	NM	SANTA FE	87505	505-476-3300		Northeast
ENGINEERING RESEARCH FACILITY	VA	PRINCE WIL	22135	703-985-3473		Northeast
ENGLEWOOD PUBLIC SCHOOL DISTRICT	NJ	BERGEN	07631	201-862-6000		Northeast
ENLARGED CITY SCHOOL DISTRICT OF TROY NEW YORK	NY	RENSSELAER	12180	518-328-5004		Northeast
ENTERPRISE FURNITURE CONSULTANTS	MD	BALTIMORE	21202	410-342-0630	Yes	Northeast
ENTERPRISE FURNITURE CONSULTANTS, INC.	MD	BALTIMORE	21202-1066	410-342-0630	Yes	Northeast
ENTRADA DESIGN INC	CA	ALAMEDA	94611	800-617-1245		Northeast
ENVIRONMENTAL INTERIORS, INC.	PA	DAUPHIN	17112	717-652-6060		Northeast
ENVIRONMENTS	OR	MULTNOMAH	97214	503-963-6216		Northeast
ENVIRONMENTS 4 BUSINESS	OH	SUMMIT	44333	330-294-1384		Northeast
ENVIRONMENTS AT WORK LLC	MA	SUFFOLK	02210	617-830-5300		Northeast
ENVIRONMENTS FOR BUSINESS	FL	VOLUSIA	32170	386-427-8789		Northeast
ENVIRONMENTS THAT WORK	IL	KANE	60174	630-837-4700		Northeast
ENVISION OFFICE SOLUTIONS	GA	FULTON	30004	770-998-4899		Northeast
ENVISIONEERING	VA	FAIRFAX	22303	571-483-4100		Northeast
EOE FURNITURE	OH	HAMILTON	45236	513-324-1865		Northeast
EOI INC	OH	DELAWARE	43035	740-201-3300		Northeast
EON OFFICE PRODUCTS	CO	DENVER	80223	720-570-5460		Northeast
ERGO EXPERTS	NY	SUFFOLK	11763	877-374-6872		Northeast
ERGO OFFICE FURNITURE LLC	IN	MARION	46219	317-917-4489		Northeast
ERGOWORKS CANADA INC	NS		B3B 1C2	902-429-1511		Northeast

ERIE 1 BOCES	NY	ERIE	14224	516-396-2500		Northeast
ERIE COMMUNITY COLLEGE	NY	ERIE	14127	716-851-1929		Northeast
ERIE COUNTY COMPTROLLER	NY	ERIE	14202	716-858-2536		Northeast
ERIE COUNTY CONVENTION CENTER AUTHORITY	GA	FULTON	30309	404-564-6515		Northeast
ERIE COUNTY CONVENTION CENTER AUTHORITY	GA	FULTON	30309	404-564-6515		Northeast
ERIE COUNTY MEDICAL CTR CORP	NY	ERIE	14215	716-898-3743		Northeast
ERNIE MORRIS ENTERPRISES INC	FL	SUMTER	33513	352-793-2745		Northeast
ESPLANADE FURNITURE	CA	BUTTE	95926	530-891-4788		Northeast
ETHOSOURCE LLC	PA	BERKS	19543	610-286-1766		Northeast
EVANSVILLE CORPORATE DESIGN, INC.	IN	EVANSVILLE	47710-1054	8124223000		Northeast
EVENSONBEST LLC	NY	NEW YORK	10011-2036	212-549-8004		Northeast
EVENSONBEST LLC	NY	NEW YORK	10011	212-549-8000		Northeast
EVERETT COMMUNITY COLLEGE	WA	SNOHOMISH	98201	425-388-9255		Northeast
EVERETT OFFICE FURNITURE	WA	SNOHOMISH	98201	425-257-3242		Northeast
EVERYTHING DIVISION 12, INC	IL	COOK	60065	312-376-0100		Northeast
EVERYTHING OFFICE	NY	NEW YORK	10018	646-216-8888		Northeast
EVERYTHING OFFICE LTD	OH	LUCAS	43614	419-865-1000		Northeast
EVESHAM MUNICIPAL UTILITIES AUTHORITY	NJ	BURLINGTON	08053	856-983-1878		Northeast
EVO BUSINESS ENVIRONMENTS	AR	PULASKI	72205	501-244-9696		Northeast
EVOLOGIC LLC	KS	JOHNSON	66215	913-894-6273		Northeast
EVOS OFFICE PRODUCTS	AZ	MARICOPA	85225	480-497-0407		Northeast
EXCELLUS HEALTH PLAN	NY	MONROE	14623	585-214-1337		Northeast
EXCELSIOR COLLEGE	NY	ALBANY	12203	888-647-2388		Northeast
EXE TALLAHASSEE	FL	LEON	32302	850-482-9518		Northeast
EXECUTIVE INTERIORS	TX	DALLAS	75039	214-812-9022		Northeast
EXECUTIVE OFFICE FURNITURE INC	FL	LEON	32301	850-224-9476		Northeast
EXPLORE & MORE CHILDREN'S MUSEUM	NY	ERIE				Northeast
EXPRESS OFFICE ENVIRONMENTS	CA	ORANGE	92705	949-975-0280		Northeast
EYE DESIGNS LLC	PA	MONTGOMERY	19426	610-409-1900		Northeast
F. M. OFFICE EXPRESS, INC.	NY	EAST ROCHESTER	14445-1448	585-238-2880		Northeast
F3 CONCEPTS LLC	SC	RICHLAND	29063	803-312-5088		Northeast
FA OTOOLE OFFICE SYSTEMS INC	MD	BALTIMORE	21031	410-785-1100		Northeast
FAA	GA	FULTON	30337	404-305-5655		Northeast
FAA				999-999-9999		Northeast
FACILITEC-MO	MO	SAINT LOUI	63146	314-428-4900		Northeast
FACILITEQ AZ LLC	AZ	MARICOPA	85281	480-750-8989		Northeast
FACILITIES CONNECTION INC	TX	EL PASO	79922	915-833-8303		Northeast
FACILITIES MANAGEMENT	NJ	UNION	07207	908-527-4000		Northeast
FACILITIES MANAGEMENT DIVISION	FL	LEON	32301	850-606-5000		Northeast
FACILITIES RESOURCE GROUP INC	AL	BALDWIN	36527	251-626-3048	Yes	Northeast
FACILITIES RESOURCE GROUP, INC.	AL	SPANISH FORT	36527-5302	251-626-3048	Yes	Northeast
FACILITIES SOLUTIONS GROUP	VA	FAIRFAX	20190	703-234-6555		Northeast
FACILITY DESIGNS	CA	FRESNO	93711	559-432-3200		Northeast
FACILITY MANAGEMENT CONSULTANTS	MA	SUFFOLK	02113	617-426-6161		Northeast
FACILITY PLANNERS INC	TN	DAVIDSON	37212	615-885-3300		Northeast
FACILITY RX LLC	TX	BEXAR	78212	210-690-5800		Northeast
FACILITY SERVICES	MD	ANNE ARUND	21403	410-269-5767		Northeast
FACILITY SERVICES PBI	CA	ORANGE	92660	949-427-5152		Northeast
FACILITY SUPPORT SERVICES LLC	PA	ALLEGHENY	15044	726-502-4394		Northeast
FACILITY WORKS INC	PA	CUMBERLAND	17025	717-761-9032		Northeast
FACULTY STUDENT ASSOCIATION	NY	ERIE	14261	716-645-6444		Northeast
FAHRENHEIT LLC	DC	DISTRICT O	20007	202-944-4099		Northeast
FAIN ENTERPRISES INC	NC	FORSYTH	27101	336-724-0417		Northeast
FAIRFIELD INN	OH	SHELBY	45306			Northeast
FAIRFIELD INN & SUITES	TN	SHELBY	38018	901-485-0281		Northeast
FAIRFIELD INN & SUITES - HBG - PA	PA	DAUPHIN	17057	717-236-2242		Northeast
FAIRFIELD INN & SUITES ALEXANDRIA VA	VA	FAIRFAX	22306	703-721-0600		Northeast
FAIRFIELD INN & SUITES LUBBOCK TX	TN	SHELBY	38016	901-751-7442		Northeast
FAIRFIELD INN JC	TN	KNOX	37923	865-240-4059		Northeast
FAIRFIELD INN OCEAN CITY	VA	HENRICO	23228	804-672-2121		Northeast
FAIRFIELD SALEM	VA	HENRICO	23059	804-258-3061		Northeast
FAMILY HEALTH NETWORK OF CNY	NY	CORTLAND	13803	607-753-3797		Northeast
FAMILY HEALTH NETWORK OF CNY INC	NY	CORTLAND	13045	607-753-3797		Northeast
FARM CREDIT SERVICES OF ND	ND	WARD	58702	701-852-1265		Northeast
FARMINGDALE UNION FREE SCHOOL DISTRICT	NY	NASSAU	11735	516-434-5000		Northeast
FARMINGTON MUNICIPAL SCHOOLS	NM	SAN JUAN	87401	505-324-9840		Northeast
FARRELL AREA SCHOOL DISTRICT	PA	MERCER	16121			Northeast
FASHION INSTITUTE OF TECHNOLOGY	NY	NEW YORK	10001	212-217-3610		Northeast
FAULKNER COLLEGE	AL	BALDWIN	36507	251-580-2100		Northeast
FAULKNER DESIGN GROUP INC	TX	DALLAS	75204	214-389-3317		Northeast

FAUQUIER COUNTY	VA	FAUQUIER	20186	540-662-1824		Northeast
FAUQUIER COUNTY GOVERNMENT	VA	FAUQUIER	20186	540-422-8362		Northeast
FAUQUIER COUNTY PUBLIC LIBRARY	VA	FAUQUIER	20186	540-422-8519		Northeast
FAUQUIER COUNTY PUBLIC SCHOOLS	VA	FAUQUIER	20186	540-422-7240		Northeast
FAYETTEVILLE LODGING LLC	PA	BUTLER	16063	724-452-2114		Northeast
FAYETTEVILLE MANLIUS SCHOOL DISTRICT	NY	ONONDAGA	13104	315-692-1234		Northeast
FBI	DC	DISTRICT O	20535	202-324-5614		Northeast
FBI	PA	ALLEGHENY	15203	412-337-7453		Northeast
FBI CYBER DIVISION MISSION RIDGET	VA	FAIRFAX	20151	202-651-3035		Northeast
FDIC	MO	JACKSON	64106	816-234-8000		Northeast
FDIC	TX	DALLAS	75201-3430	972-761-2102		Northeast
FDNY	NY	KINGS	11201	718-999-2296		Northeast
FEDERAL HOME LOAN BANK OF DM	IA	POLK	50309	515-281-1000		Northeast
FEDERAL JUDICIAL GA OFM	DC	DISTRICT O	20002	202-502-4169		Northeast
FEDERAL OFFICE FURNITURE	MA	MIDDLESEX	02454	781-642-0568		Northeast
FEDERAL SUPPLY LLC	KY		41018	859-647-9500		Northeast
FEDERATION EMPLOYMENT AND GUIDANCE SVC	NY	NEW YORK	10013	212-366-8400		Northeast
FEGHALI BROTHERS LLC	OH	MAHONING	44406	440-223-9958		Northeast
FEIGUS INCORPORATED	NJ	WALL	07719-9740	215-696-2072		Northeast
FEIGUS OFFICE FURNITURE	NJ	MONMOUTH	07719	732-780-6665		Northeast
FELCOR LODGING TRUST INC	GA	FULTON	30364	404-763-2222		Northeast
FELTUS HAWKINS DESIGN LLC	TN	DAVIDSON	37203	615-320-1777		Northeast
FEMA	VA	CLARKE	20135	540-542-3238		Northeast
FEMA CREDIT CARD ACCOUNT	TX	DENTON	76209			Northeast
FENS ASSOCIATES LLC	MA	ESSEX	01834	978-372-2650		Northeast
FENS ASSOCIATES, LLC	MA	GROVELAND	01834-1566	978-372-2650		Northeast
FENTON OFFICE SUPPLY CO	OK	PAYNE	74075	405-372-5555		Northeast
FERGUSON TWP	PA	CENTRE	16801	814-238-4651		Northeast
FERMILAB	IL	KANE	60510	630-840-4441		Northeast
FERN OFFICE SUPPLIES	NY	KINGS	11219	845-356-5000		Northeast
FERRIS OFFICE SMART LLC	LA	CADDO	71161	318-220-0988	Yes	Northeast
FFI&S FORT PITT C/O HOSPITALITY FURNISHINGS AND DESIGN INC	PA	BUTLER	16063	724-452-2114		Northeast
FFKR ARCHITECTS	UT	SALT LAKE	84104	801-521-6186		Northeast
FI OFFICE, INC.	MA	MIDDLESEX	01862	978-671-4405		Northeast
FINAL ASSEMBLY INC	CA	ORANGE	92841	714-891-1400		Northeast
FINCH-HENRY JOB CORPS CENTER 05/2010	MS	PANOLA	38606	662-563-4656		Northeast
FINDLAY TOWNSHIP MUNICIPAL AUTHORITY	PA	ALLEGHENY	15026	724-695-3108		Northeast
FINELINE FURNITURE	IN	MARION	46268	317-802-2200		Northeast
FINGER LAKES DDSO	NY	MONROE	14424			Northeast
FINISHING TOUCH OF FAIRFIELD INC	IA	JEFFERSON	52556	641-472-4484		Northeast
FIRE & RESCUE SERVICES	MD	MONTGOMERY	20878	240-777-2210		Northeast
FIRE DISTRICT NO 1	NJ	CAMDEN	08096	856-767-1839		Northeast
FIRESIDE OFFICE PRODUCTS INC	ND	BURLEIGH	58504	701-258-8586		Northeast
FIRST CALL OFFICE PRODUCTS	MD	MONTGOMERY	20879	301-963-8080		Northeast
FIRST STEP OF SARASOTA	FL	SARASOTA	34234	941-366-5333		Northeast
FISCAL AFFAIRS DEPTARTMENT OF TRANSPORTATION	NY	NEW YORK	10041			Northeast
FISHKILL COMBO LODGING PARTNERS	CO	BOULDER	80027	303-996-8132		Northeast
FIT AVIATION LLC	FL	BREVARD	32901	321-674-6515		Northeast
FIXTUR WORLD INC	TN	PUTNAM	38544	931-528-7259		Northeast
FLATWATER SOLUTIONS COMPANY	NE	THURSTON	68071	402-878-4244		Northeast
FLEMING INTERIOR GROUP	IN	MARION	46240	317-316-8300		Northeast
FLH MEDICAL PC	NY	ONTARIO	14456	315-230-5646		Northeast
FLINT RIVER REGIONAL LIBRARY	GA	SPALDING	30223	770-412-4770		Northeast
FLOOD BROTHERS INC	GA	FULTON	30350	404-799-3744		Northeast
FLOOR SHOW COMPANIES	IA	DUBUQUE	52002	563-557-9952		Northeast
FLORIDA A&M UNIVERSITY	FL	LEON	32314-7238	850-599-8696		Northeast
FLORIDA BUSINESS INTERIORS - TAMPA BAY	FL	HILLSBOROU	33605	813-549-7310		Northeast
FLORIDA DEPARTMENT OF CORRECTIONS	FL	LEON	32317			Northeast
FLORIDA DEPARTMENT OF HEALTH IN OKALOOSA COUNTY	FL	OKALOOSA	32548			Northeast
FLORIDA DEPARTMENT OF HEALTH IN ORANGE COUNTY	FL	ORANGE	32809			Northeast
FLORIDA INTERNATIONAL UNIVERSITY	FL	MIAMI-DADE	33199	321-674-7407		Northeast
FLORIDA STATE UNIVERSITY	FL	LEON	32306	850-644-5021		Northeast
FLORIDA STATE UNIVERSITY	FL	LEON	32306	850-644-5021		Northeast
FLORIDA TECH	FL	BREVARD	32901	321-674-8110		Northeast
FLUID INTERIORS	MN	HENNEPIN	55403	612-746-8700		Northeast
FLUOR FEDERAL SOLUTIONS	NM	DONA ANA	88012			Northeast
FLUOR FEDERAL SOLUTIONS LLC	SC	GREENVILLE	29607	864-281-4400		Northeast
FLUOR MARINE PROPULSION	PA	ALLEGHENY	15122-0391	412-476-7634		Northeast
FM OFFICE EXPRESS	NY	MONROE	14445	585-238-2880		Northeast
FM SENIOR LIVING REALTY LP	TX	DALLAS	75360	214-862-1946		Northeast

FMI OFFICE SPACE DEVELOPMENT LLC	CA	LOS ANGELE	90040	323-776-9107		Northeast
FOB CHARLOTTE INC	NC	UNION	28173	803-578-9085		Northeast
FOCAL POINT INTERIORS, INC.	FL	LEE	33907	239-278-0019		Northeast
FOCUS DESIGN INTERIORS INC	GA	FULTON	30318	404-350-2181		Northeast
FOLCO, INC.	GA	ATHENS	30601-2514	706-543-1320	Yes	Northeast
FOLEY DESIGN ASSOCIATES	GA	FULTON	30318	404-761-1299		Northeast
FOLEY HOTEL ONE LLC	GA	FULTON	30309	404-418-0121		Northeast
FOOD & DRUG ADMINISTRATION	MA	MIDDLESEX	02180	781-587-7448		Northeast
FOOD AND DRUG ADMINISTRATION	MD	PRINCE GEO	20740	240-403-3027		Northeast
FORBES OFFICE EQUIPMENT	IA	JASPER	50208	641-792-6168		Northeast
FORD HOTEL SUPPLY CO	MO	SAINT LOUI	63102	314-480-4015		Northeast
FOREST CITY REGIONAL SD	PA	SUSQUEHANN	18421	570-785-2400		Northeast
FOREST COUNTY POTAWATOMI	WI	FOREST	54520	715-478-7234		Northeast
FOREST HILLS SCHOOL DISTRICT	PA	CAMBRIA	15955	814-487-7613		Northeast
FORM AND FUNCTION	MI	BAY	48708	989-895-0909		Northeast
FORMCRAFT INTERIORS	PA	DELAWARE	19032	610-532-4600		Northeast
FORMS & SUPPLY, INC.	NC	CHARLOTTE	28213-6332	800-845-2013 X2511	Yes	Northeast
FORMS AND SUPPLY INC	NC	MECKLENBUR	28256	704-598-8971		Northeast
FORT LEE BOARD OF EDUCATION	NJ	BERGEN	07024	201-585-4612		Northeast
FORWARD SPACE	IL	COOK	60642	312-942-1100		Northeast
FORWARD TILT, LLC	AZ	MARICOPA	95251	480-237-3737		Northeast
FOUR U OFFICE SUPPLIES INC	OH	MERCER	45822	419-586-3025		Northeast
FOWLERS	GA	CLARKE	30601	706-543-1320		Northeast
FOX ARMY HEALTH CENTER	AL	MADISON	35898	256-955-6592		Northeast
FOX CHAPEL AREA SCHOOL DISTRICT	PA	ALLEGHENY	15238-2406	412-963-9600		Northeast
FRANK COONEY COMPANY INC	IL	DUPAGE	60191	630-694-8800		Northeast
FRANK J BASLOE LIBRARY	NY	HERKIMER	13350	315-866-1733		Northeast
FRANKLIN & MARSHALL COLLEGE	PA	LANCASTER	17604	717-358-4575		Northeast
FRANKLIN INTERIORS INC	PA	ALLEGHENY	15222-4089	412-261-2525		Northeast
FRANKLIN MCNEAL LTD	GA	FORSYTH	30005	770-781-9572		Northeast
FRANKLIN SQUARE UFSD	NY	NASSAU	11010	516-481-4100		Northeast
FRASER PARTNERS LLC	FL	PALM BEACH	33498	610-784-0400		Northeast
FRAZIER SCHOOL DISTRICT	PA	FAYETTE	15473	724-736-1121		Northeast
FREDERICK CO PUBLIC SCHOOLS	VA	WINCHESTER	22601	540-662-3888		Northeast
FREEDMANS OFFICE FURNITURE INC	FL	HILLSBOROU	33607	813-875-7775		Northeast
FREEDOM INTERIOR SOLUTIONS	MO	JACKSON	64130	816-265-1110	Yes	Northeast
FREEDOM INTERIOR SOLUTIONS, LLC	MO	KANSAS CITY	64111-2607	816-265-1110	Yes	Northeast
FREEDOM OFFICE FURNITURE	GA	COBB	30144	770-514-0822		Northeast
FREEMAN FORMS & SUPPLY	GA	FULTON	30354	404-768-2387		Northeast
FREEPORT AREA SCHOOL DISTRICT	PA	ARMSTRONG	16229	724-295-5141		Northeast
FREMONT UNION HIGH SCHOOL DISTRICT	CA	SANTA CLAR	94087	408-522-2200		Northeast
FRIANT & ASSOCIATES	CA	ALAMEDA	94601	510-535-5113		Northeast
FRIENDS SERVICE CO INC	OH	HANCOCK	45840	800-427-1704		Northeast
FROHWEIN OFFICE	IA	JOHNSON	52241	319-338-7701		Northeast
FROST BARBER INC	LA	EAST BATON	70809-1966	225-926-5000		Northeast
FURNISHING PARTNERS & RELOCATION SERVICES INC	TX	TARRANT	76094	817-891-5588		Northeast
FURNITURE BY GEORGE INC	FL	PINELLAS	33762	727-561-0325		Northeast
FURNITURE CONSULTANTS INC	NY	NEW YORK	10119	212-229-4500		Northeast
FURNITURE CONSULTANTS INC.-TX	TX	DALLAS	75207	214-748-9600		Northeast
FURNITURE GROUP THE	MA	MIDDLESEX	01701	508-620-0711		Northeast
FURNITURE INDUSTRIES INC	MN	HENNEPIN	55427	612-827-1744		Northeast
FURNITURE MARKETING GRP	TX	COLLIN	75093	214-556-4700		Northeast
FURNITURE MART USA	SD	MINNEHAHA	57105	605-336-5000		Northeast
FURNITURE OPTIONS INC	MN	RAMSEY	55110	651-483-5030		Northeast
FURNITURE PLUS INC	HI	HONOLULU	96813	808-526-2018		Northeast
FURNITURE RESOURCE & DESIGN LLC	AZ	MARICOPA	85261	480-899-8234		Northeast
FURNITURE SOLUTIONS FOR THE WORKPLACE	OH	HAMILTON	45246	513-891-2010		Northeast
FURNITURE SOLUTIONS INC	FL	PALM BEACH	33454	561-965-0031		Northeast
FURNITURE SOLUTIONS PLUS LLC	NC	FORSYTH	27105	336-759-0268		Northeast
FURNITURE SOUP INC	PA	BERKS	19605	610-926-8704		Northeast
FURNITURE SOURCE THE	MN	HENNEPIN	55344	952-829-7100		Northeast
FURNITURE SPEAK INC	VA	FAIRFAX CI	22038	703-459-9500	Yes	Northeast
FURNITURE SYSTEMS & CUBICLES	TX	HARRIS	77041	713-460-1037		Northeast
FURNITURELAND SOUTH	NC	GUILFORD	27282	336-822-3384		Northeast
FURNITURESPEAK, INC.	VA	FAIRFAX	22032-2922	703-459-9500		Northeast
FUSE STUDIO INC	MN	HENNEPIN	55405	612-345-4833		Northeast
FUTURE HEALTH CONCEPTS	FL	SEMINOLE	32773	407-322-3672		Northeast
FUZEHUB INC.	NY	ALBANY	12210	518-768-7030		Northeast
FWH II LITTLE ROCK LLC	MD	HOWARD	21044	410-964-2222		Northeast
G & F INTERIOR DESIGN	FL	BROWARD	33324	954-478-2755		Northeast

G.P.C AND ASSOCIATES LC	VA	HENRICO	23230	804-358-7979		Northeast
GA BLANCO AND SONS INC	MA	BERKSHIRE	01230	413-528-9500	Yes	Northeast
GA DEPARTMENT OF DEFENSE	GA	COBB	30060	478-445-3725		Northeast
GA DEPARTMENT OF NATURAL RESOURCES	GA	FLOYD	30105	706-295-6041		Northeast
GA DEPT OF NATURAL RESOURCES	GA	FULTON	30334	404-651-7977		Northeast
GA TECH	GA	FULTON	30332	404-692-8838		Northeast
GADSDEN INDEPENDENT SCHOOL DISTRICT	NM	DONA ANA	88021	575-882-6252		Northeast
GADSDEN STATE COMM.COLLEGE	AL	ETOWAH	35902-0227	256-549-8320		Northeast
GADSDEN STATE COMMUNITY COLLEGE	AL	ETOWAH	35902-0227	256-549-8244		Northeast
GAINESVILLE STATE COLLEGE	GA	HALL	30503	678-717-3527		Northeast
GALLAUDET UNIVERSITY	DC	DISTRICT O	20002	202-651-5296		Northeast
GALWAY PUBLIC LIBRARY	NY	SARATOGA	12074	518-882-6385		Northeast
GAME AND FISH DEPARTMENT	NM	DONA ANA	88011	505-522-8382		Northeast
GANNON UNIVERSITY	PA	ERIE	16541	814-871-7429		Northeast
GARRETT ENTERPRISES DBA TRAVIS SCHOOL EQUIPMENT INC	KY	MCCRACKEN	42029	270-442-8888		Northeast
GARRISON COLUMBIA LLC	MA	SUFFOLK	02127	617-268-7000		Northeast
GARTH ANDREWS COMPANY	OH	SUMMIT	44210	330-666-2504		Northeast
GARVEYS OFFICE PRODUCTS	IL	COOK	60714	847-588-1690		Northeast
GATEHOUSE DECATUR OWNERSHIP DECATUR	TX	COLLIN	75093	972-616-8349		Northeast
GATEWAY PRINTING & OFFICE SUPPLY	TX	BEXAR	78247	956-383-3861		Northeast
GATOR OFFICE FURNITURE WAREHOUSE	FL	DUVAL	32207	904-724-6400		Northeast
GAYLORD BROS INC	NY	ONONDAGA	13221	315-457-5070		Northeast
GAZOR GROUP	CA	SAN FRANCI	94108	415-291-8300		Northeast
GBC ROCK HILL LLC	PA	BUTLER	16063	724-452-2114		Northeast
GBP DIRECT, INC	LA	JEFFERSON	7006	504-464-0000		Northeast
GBSN DESIGN	TN	SHELBY	38104	901-218-8506		Northeast
GDOT DESIGN LLC	OH	PORTAGE	44241	330-528-1251		Northeast
GENCO BUSINESS SYSTEMS INC	FL	COLLIER	34109	239-464-8175		Northeast
GENERAL JACOB E SMART CONFERENCE CENTER	MD		20762	240-501-6453		Northeast
GENERAL OFFICE INTERIORS	NJ	UNION	07083	908-688-9400		Northeast
GENERAL OFFICE PRODUCTS CO	MN	HENNEPIN	55416	952-925-7500		Northeast
GENERAL OFFICE SUPPLY CO, INC	LA	LAFAYETTE	70502	337-237-2563		Northeast
GENERAL SERVICES ADMIN	WA	KING	98001	253-931-7126		Northeast
GENERAL SERVICES DEPT - STATE OF NM	NM	SANTA FE	87505	505-827-2177		Northeast
GENERAL SERVICES DIVISION OF BUILDING DESIGN AND CONSTRUCTIC	MD	MONTGOMERY	20850	240-777-5039		Northeast
GENESEE INTERMEDIATE SCHOOL DISTRICT	MI	GENESEE	48507	810-591-4400		Northeast
GENESEE OFFICE INTERIORS, INC	NY	MONROE	14610-1825	585-224-8280	Yes	Northeast
GENESEE VALLEY BOCES	NY	GENESEE	14482	585-344-7900		Northeast
GENESIS HOSPITALITY	ON		L4W 0A5			Northeast
GENEVA GENERAL HOSPITAL	NY	ONTARIO	14456	315-787-4079		Northeast
GENTERRO	CO	DENVER	80203	720-371-7436		Northeast
GENTILE INTERNATIONAL HOSPITALITY SERVICES (GIHS) INC AS AGENT	QC		H9A 0A5			Northeast
GEORGE W ALLEN CO INC	MD	PRINCE GEO	20705	240-542-1401		Northeast
GEORGE W. ALLEN CO., INC.	MD	BELTSVILLE	20705-2213	410-721-8803		Northeast
GEORGETOWN FIRE DEPARTMENT	KY	SCOTT	40324	502-863-9800		Northeast
GEORGIA BUREAU OF INVESTIGATION	GA	DEKALB	30037	404-270-8362		Northeast
GEORGIA BUSINESS FURNITURE	GA	CHEROKEE	30189	404-421-7076		Northeast
GEORGIA BUSINESS SYSTEMS	GA	GWINNETT	30010	770-343-8640		Northeast
GEORGIA COLLEGE & STATE UNIVERSITY	GA	BALDWIN	31061	478-445-6540		Northeast
GEORGIA DEPARTMENT OF HUMAN SERVICES	GA	FULTON	30303	404-232-1116		Northeast
GEORGIA DEPARTMENT OF LABOR	GA	FULTON	30303	404-232-3578		Northeast
GEORGIA DEPARTMENT OF PUBLIC SAFETY	GA	FULTON	30371-1456	404-624-7751		Northeast
GEORGIA DEPARTMENT OF TRANSPORTATION	GA	HALL	30503	706-348-4848		Northeast
GEORGIA DEPT OF PUBLIC SAFETY	GA	MONROE	31029	478-993-4662		Northeast
GEORGIA DEPT OF REVENUE	GA	DEKALB	30345	404-417-2188		Northeast
GEORGIA GWINNETT COLLEGE	GA	GWINNETT	30043	678-407-5854		Northeast
GEORGIA INSTITUTE OF TECHNOLOGY	GA	FULTON	30332-0253	404-894-5229		Northeast
GEORGIA PERIMETER COLLEGE	GA	DEKALB	30034	678-891-2067		Northeast
GEORGIA PERIMETER COLLEGE	GA	FULTON	30331	000-000-0000		Northeast
GEORGIA PORTS AUTHORITY	GA	CHATHAM	31402	912-964-3894		Northeast
GEORGIA POST COUNCIL	GA	COBB	30111	770-732-5940		Northeast
GEORGIA SOUTHERN UNIVERSITY	GA	BULLOCH	30460	912-478-7800		Northeast
GEORGIA SOUTHERN UNIVERSITY	GA	CHATHAM	31419	912-344-2785		Northeast
GEORGIA SPECIALTY EQUIPMENT, LLC	GA	FAYETTE	30214	770-461-2090		Northeast
GEORGIA STATE FINANCING & INVESTMENT COMMISISION	GA	FULTON	30334	404-463-5600		Northeast
GEORGIA STATE UNIVERSITY	GA	FULTON	30302	404-413-3051		Northeast
GEORGIA TECH ATHLETIC ASSOCIATION	GA	FULTON	30332-0455	404-894-5474		Northeast
GEORGIA WORLD CONGRESS CENTER	GA	FULTON	30313	404-223-4100		Northeast
GERRY SMITH OFFICE PRODUCTS, INC.	MD	MONTGOMERY	20855	301-926-9550		Northeast
GET TO WORK LLC	AR	PULASKI	72116	501-231-7676		Northeast

GILLESPIE COMMERCIAL FURNISHINGS	NY	ALBANY	12205	518-862-0700		Northeast
GINNYS CREATIVE DESIGNS	FL	POLK	33883	863-324-2144		Northeast
GIVE SOMETHING BACK INC	CA	ALAMEDA	94621	800-261-2619		Northeast
GL SEAMAN AND COMPANY	TX	DENTON	75007	214-764-6400		Northeast
GL SOLUTIONS 3 LLC	NM	BERNALILLO	87113	505-883-6471		Northeast
GLACIER HOUSE HOTEL	AZ	MARICOPA	85251	480-543-1041		Northeast
GLASS DISTRIBUTORS, INC.	MD	BLADENSBURG	20710-2144	301-261-3336	Yes	Northeast
GLAVE'S & HOLMES ARCHITECTURE	VA	RICHMOND	23223	804-649-9303		Northeast
GLB INTERIORS LLC	NY	ERIE	14225	716-276-8981		Northeast
GLENN BUSINESS INTERIORS	AZ	MARICOPA	20664	602-437-8941		Northeast
GLENS FALLS CITY SCHOOL DISTRICT	NY	WARREN	12801	518-792-1451		Northeast
GLENS FALLS HOSPITAL	NY	WARREN	12801	518-926-5007		Northeast
GLENVILLE TOWN COURT	NY	SCHENECTAD	12302	518-688-1200		Northeast
GLOBAL COMMERCIAL FURNISHINGS INC	FL	PALM BEACH	33414	561-429-4004		Northeast
GLOBAL DISTRIBUTORS INC	MD	MONTGOMERY	20814	301-657-3557		Northeast
GLOBAL FIN SVCS (RM/GFS/ADO/FM)	SC	CHARLESTON	29415	877-704-9473		Northeast
GLOBAL OFFICE SOLUTIONS	MI	OAKLAND	48375			Northeast
GLOBAL REACH PLANNING CENTER	IL	SAINT CLAI	62225	999-999-9999		Northeast
GLOBAL WORKPLACE SOLUTIONS FFE LLC	OH	BUTLER	45069	513-759-3757		Northeast
GLOUCESTER CO COUNTY STORE	NJ	GLOUCESTER	08096	856-853-3420		Northeast
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY	NJ	GLOUCESTER	08020	856-423-5318		Northeast
GLOUCESTER COUNTY LIBRARY	NJ	GLOUCESTER	08062	856-223-6000		Northeast
GLOUCESTER COUNTY SPECIAL SVCS SD	NJ	GLOUCESTER	08080	856-468-6530		Northeast
GLOUCESTER COUNTY UTILITIES AUTHORITY	NJ	GLOUCESTER	08066	856-423-3500		Northeast
GLOVER EQUIPMENT INC	MD	BALTIMORE	21030	410-771-8000		Northeast
GLOVER FURNITURE & DESIGN GROUP INC	MD	BALTIMORE	21204	410-771-8000		Northeast
GLOVERSVILLE PUBLIC LIBRARY	NY	FULTON	12078	518-725-2819		Northeast
GLT TOTAL OFFICE	FL	POLK	33803	863-686-1799		Northeast
GM BUSINESS INTERIORS	CA	RIVERSIDE	92501	800-686-6583		Northeast
GMK ASSOCIATES INTERIOR DESIGN DIVISION	SC	RICHLAND	29201	803-255-0354		Northeast
GNP & ASSOCIATES INC	IL	COOK	60611	312-329-8479		Northeast
GODDARD SPACE FLIGHT CENTER	MD	PRINCE GEO	20771	301-286-1622		Northeast
GODNICKS GRAND FURNITURE	VT	RUTLAND	05701	802-775-7000		Northeast
GOFORTH & MARTI	CA	SAN DIEGO	92101-3702	800-686-6583		Northeast
GOODMANS INC	AZ	MARICOPA	85002	602-263-1110	Yes	Northeast
GOODMAN'S, INC.	AZ	PHOENIX	85014-4928	520-628-2702	Yes	Northeast
GOODWILL SERVICES	VA	RICHMOND C	23225	804-279-8792		Northeast
GORDON COLLEGE	GA	LAMAR	30204	678-359-5211		Northeast
GORDON COUNTY BOARD OF EDUCATION	GA	GORDON	30703-7000	706-629-7366		Northeast
GOSHEN CENTRAL SCHOOLS	NY	ORANGE	10924			Northeast
GOSHEN PUBLIC LIBRARY	NY	ORANGE	10924	848-294-6606		Northeast
GOUVERNEUR HOSPITAL	NY		13645-1040	315-244-8163		Northeast
GOVERNMENT INTERIORS	MA	PLYMOUTH	02339	508-591-7326		Northeast
GOVSOLUTIONS INC	VA	VIRGINIA B	23451	757-430-7890	Yes	Northeast
GOVSOLUTIONS, INC.	VA	VIRGINIA BEACH	23451-5863	757-430-7890	Yes	Northeast
GRAHAM PACKAGING COMPANY	PA	YORK	17402	717-849-8500		Northeast
GRAINGER	IL	COOK	60038	847-793-6344		Northeast
GRAND RAPIDS MARRIOTT COURTYARD	CO	ARAPAHOE	80112	303-689-0800		Northeast
GRANITE STATE CONTRACT FURNISHINGS LTD	NH	CARROLL	03845	603-356-5954		Northeast
GRASSROOTS CONTRACT INTERIORS	NY	ERIE	14201	716-531-8641		Northeast
GREAT JOURNEY WEST LLC	MO	SAINT CHAR	63303		Yes	Northeast
GREAT JOURNEY WEST, LLC	MO	SAINT CHARLES	63303-4620	314-478-5792	Yes	Northeast
GREAT LAKES FISHERY COMMISSION	MI	WASHTENAW	48105	734-662-3209		Northeast
GREAT LAKES FURNITURE SUPPLY	MI	OTTAWA	49424	616-296-1201		Northeast
GREATER HARDIN COUNTY NARCOTICS TASK FORCE	KY	HARDIN	42701	270-769-0694		Northeast
GREATER JOHNSTOWN SCHOOL DISTRICT	NY	FULTON	12095	518-762-4611		Northeast
GREATER SOUTHERN TIER BOCES	NY	CHEMUNG	14903	607-739-3581		Northeast
GREATER SOUTHERN TIER BOCES	NY	CHEMUNG	14903	607-739-3581		Northeast
GREEN OFFICE FURNITURE SOLUTIONS, LLC	OH	HILLIARD	43026-7124	614-452-7222	Yes	Northeast
GREENLAWN WATER DISTRICT	NY	SUFFOLK	11740	631-261-0874		Northeast
GREENVILLE AREA SCHOOL DISTRICT	PA	MERCER	16125	724-588-2502		Northeast
GREENVILLE OFFICE SUPPLY CO	SC	SPARTANBUR	29651	864-233-5346		Northeast
GREENWOOD FLOOR & GREAT IMPRESSIONS DESIGN CTR	OH	MARION	43302	740-387-3976		Northeast
GREENWOOD LAKE UFSD	NY	ORANGE	10925	845-782-8678		South
GREENWOOD OFFICE OUTFITTERS	TX	TARRANT	76133	817-926-0281		South
GREGORY GRIER INC	NC	MECKLENBUR	28203	704-375-3375		South
GREGORY HELMS	CA	ALAMEDA	94501	510-512-0979		South
GRIFFIN SPALDING COUNTY SCHOOLS	GA	SPALDING	30224	770-229-3700		South
GROOMS OFFICE ENVIRONMENTS	MO	GREENE	65804	417-883-4646		South
GSA	TX	TARRANT	76102			South

GSA ACCOUNTS PAYABLE BRANCH	MO	JACKSON	64141	816-926-7287		South
GSA FLEET MGMT DIVISION	CA	SAN FRANCI	94102	415-522-2876		South
GSA LOGISTICS OPERATIONS CENTER	VA	FAIRFAX	22150	703-922-3322		South
GSA-NASA	MS	HANCOCK	39529			South
GSA-US MINT	PA	PHILADELPH	19106			South
GSI OFFICE ENVIRONMENTS	GA	DEKALB	30338	678-527-1050		South
GTK COMPANY	NY	KINGS	11231	718-237-0033		South
GUADALUPE REGIONAL MEDICAL CENTER	TX	GUADALUPE	78155	830-401-7320		South
GUERNSEY OFFICE PRODUCTS	PA	DAUPHIN	17106	717-948-5215		South
GUEST INTERIORS LLC	NC	CATAWBA	28601	828-244-5738		South
GUIDEWELL SOURCE	FL	DUVAL	32202-0665	904-791-0271		South
GUILDERLAND CENTRAL SCHOOL DISTRICT	NY	ALBANY	12085	518-456-6200		South
GULF OF MEXICO	MS	HARRISON	39501	228-679-5915		South
GULF SOUTH BUSINESS SYSTEMS AND CONSULTANTS INC	LA	EAST BATON	70816	225-275-6673		South
GUNLOCKE COMPANY L.L.C., THE	NY	WAYLAND	14572-9515	563-299-7300		South
Guthrie Interiors LLC	NC	CARTERET	28557	252-648-8329	Yes	South
GUY BROWN INTERIORS	TN	WILLIAMSON	37027	615-425-5252		South
GVRA HQ EXEC OFCS	GA	FULTON	30334	770-713-2314		South
GWINETT COUNTY	GA	GWINNETT	30046	770-619-6400		South
GWR ILLINOIS PROPERTY OWNER LLC	CO	BOULDER	80027	847-443-5029		South
GWR MINNESOTA PROPERTY OWNER LLC	CO	BOULDER	80027	847-443-5029		South
H AND H INTERIORS INC	PA	BUCKS	19053	215-806-4528		South
H COUNCILL TRENHOLM	AL	MONTGOMERY	36108	334-420-4256		South
H2 ATLANTIC AGENCIES INC.	NS		B3B1W9	902-499-4211		South
H2 OFFICE DESIGNS	WA	KING	98052	425-250-0770		South
HA OFFICE 515, INC.	GA	DEKALB	30058	770-879-8420	Yes	South
HADDON HEIGHTS BOARD OF EDUCATION	NJ	CAMDEN	08035	856-547-1412		South
HADDONFIELD BOARD OF EDUCATION	NJ	CAMDEN	08033	856-429-7510		South
HALLIDAY MEDICAL MRKTG ASSOC	MA	NORFOLK	02081	508-668-8636		South
HAMAM DEVELOPMENT	FL	ORANGE	32835			South
HAMEL INTERIORS INC.	CA	RIVERSIDE	92562	951-600-2783		South
HAMILTON	NY	ONEIDA	13323	315-859-4998		South
HAMILTON BUSINESS INTERIORS LLC	MD	BALTIMORE	21111	410-241-7976	Yes	South
HAMILTON BUSINESS INTERIORS, LLC	MD	MONKTON	21111-1228	410-343-0430	Yes	South
HAMMOCK DECOR	FL	FLAGLER	32136	386-449-8749		South
HAMPTON INN & SUITES HERNDON	VA	FAIRFAX	20170	703-864-5948		South
HAMPTON OFFICE PRODUCTS	PA	WESTMORELA	15601	724-836-6430		South
HAMPTON STATIONERY	VA	HAMPTON CI	23669	757-722-7712		South
HANJIN INTERNATIONAL CORPORATION	TX	DALLAS	75244	972-239-5555		South
HANNAHERS INC	ND	CASS	58103	701-277-7222		South
HAPPYS OF MADISONVILLE INC	KY	HOPKINS	42431	270-821-6300		South
HARBOR HOTEL INVESTMENTS	MI	OAKLAND	48334	248-862-2844		South
HARBORFIELDS PUBLIC LIBRARY	NY	SUFFOLK	11740	631-757-4200		South
HARLEM HOSPITAL	NY	NEW YORK	10037	212-323-2346		South
HARRIS COUNTY AUDITOR	TX	HARRIS	77002	713-755-2892		South
HARRIS COUNTY BOARD OF COMMISSIONERS	GA		31811-0365	000-000-0000		South
HARRIS COUNTY HOSPITAL DISTRICT	TX	HARRIS	77266	713-566-6704		South
HARRIS OFFICE FURNITURE CO INC	VA	ROANOKE CI	24016	540-344-5549		South
HARRIS OFFICE INTERIORS	WA	YAKIMA	98901	253-981-3870		South
HARRIS WORK SYSTEMS INC	OR	WASHINGTON	97223	503-643-3018		South
HARRISBURG OFFICE FURNITURE INC	PA	CUMBERLAND	17011	717-730-2113		South
HARRISON CENTRAL SCHOOL DISTRICT	NY	WESTCHESTE	10528	914-835-3300		South
HARTMAN DESIGN GROUP, INC.	MD	MONTGOMERY	20850	301-838-9306		South
HARTMAN OFFICE FURNITURE INC	NJ	MORRIS	07981	973-428-2929		South
HARTWICK COLLEGE	NY	OTSEGO	13820	607-431-4000		South
HARVESTTIME OFFICE FURNITURE	VA	SUFFOLK CI	23435	757-617-2673		South
HASKELL NEW YORK INC.	NY	KINGS	11230	877-767-9669		South
HAUSDORF INC/DBA:NATIONAL CHAIR & FURNITURE	MO	SAINT LOUI	63103	314-652-0166		South
HAWORTH, INC.	MI	HOLLAND	49423-9570	616-393-4029		South
HAZEL TREE INTERIORS	OH	SUMMIT	44303	330-761-3100		South
HBI OFFICE SOLUTIONS INC	TX	WALKER	77320	936-295-5708		South
HDB DESIGN GROUP	FL	VOLUSIA	32119	386-492-2920		South
HDW COMMERCIAL INTERIORS	IN	LAKE	46410	219-472-8383		South
HEALTH CARE REIT INC	TN	WILLIAMSON	37027	615-377-8607		South
HEALTHCARE ENVIRONMENTS LIFESTYLE PRODUCTS LLC	NC	CATAWBA	28603	828-328-8929		South
HEATHER MEIKLE INTERIORS	WA	KING	98004	425-967-3885		South
HEILU INC	CA	LOS ANGELE	91750	909-962-6547		South
HEIRLOOMS INC	IA	POLK	50265	515-216-4345		South
HELIO HEALTH	NY	ONONDAGA	13202	315-474-5506		South
HENRICKSEN & COMPANY INC	IL	DUPAGE	60143	630-875-0296		South

HENRIETTA AMBULANCE	NY	MONROE	14623	585-334-4190		South
HENRIKSEN BUTLER DESIGN GROUP INC- UTAH	UT	SALT LAKE	84111	801-363-5881		South
HENRY COUNTY	GA	HENRY	30253	770-288-6027		South
HENRY COUNTY BOC	GA	HENRY	30252	770-288-6027		South
HENRY COUNTY SHERRIFFS OFFICE	GA	HENRY	30253	770-288-7105		South
HENRY COUNTY WATER & SEWERAGE AUTHORITY	GA	HENRY	30253	770-957-6659		South
HENRY HALL OFFICE PRODUCTS	PA	INDIANA	15701	724-463-9111		South
HENRY M JACKSON FOUNDATION	MD	MONTGOMERY	20817	240-694-4032		South
HERALD OFFICE SUPPLY, INC.	SC	DILLON	29536-2440	843-774-5155	Yes	South
HERALD OFFICE SYSTEMS	SC	DILLON	29536	843-774-5155	Yes	South
HERMAN CONSTRUCTION GROUP, INC	CA	SAN DIEGO	92029	858-277-7100		South
HERMAN MILLER GLOBAL CUSTOMER SOLUTIONS, INC.	MI	OTTAWA	49464	616-654-8178		South
HERMAN MILLER, INC.	MI	ZEELAND	49464-1366	6166547074		South
HERMITAGE SCHOOL DISTRICT	PA	MERCER	16148	724-981-8750		South
HERRE CONSULTING	PA	DAUPHIN	17106	717-943-7034		South
HEWLET WOODMERE PUBLIC SCHOOLS	NY	NASSAU	11598	516-792-4859		South
HICKSVILLE PUBLIC LIBRARY	NY	NASSAU	11803	516-931-1417		South
HIDALGO MEDICAL SERVICES	NM	HIDALGO	88045			South
HIGH HOTELS LTD	CO	BOULDER	80027	303-468-4882		South
HIGH POINT INDUSTRIES INC	NC	GUILFORD	27263	800-447-3462		South
HIGH POINT UNIVERSITY	NC	GUILFORD	27268	336-841-4516		South
HIGHLAND PUBLIC LIBRARY	NY	ULSTER	12528	845-691-2275		South
HILL AFB DLA	UT	DAVIS	84056	801-777-4352		South
HILL HAVEN ACCOUNTS PAYABLE	NY	MONROE	14610-0759	585-922-1869		South
HILLSMAN	GA	FULTON	30318	678-608-2830		South
HILTON SUPPLY MANAGEMENT	VA	FAIRFAX	22102	703-883-5958		South
HINES GEORGETOWN LLC	CO	ARAPAHOE	80112	303-689-0800		South
HINT DESIGN INC DBA HARRIS INTERIORS	GA	FULTON	30324	404-492-5997		South
HIRAM G ANDREWS CENTER	PA	CAMBRIA	15905	800-762-4211		South
HISTORIC NATURE TRAIL HOTEL PARTNERS LLC	TN	SEVIER	37738	865-453-8090		South
HITOUCH BUSINESS SERVICES	TN	RUTHERFORD	37086	615-507-3519		South
HLM OFFICE INTERIORS	CA	SONOMA	94952	707-763-1332		South
HM FOR HEALTHCARE	GA	GWINNETT	30092	678-259-4830		South
HOCOHAN HOLDINGS INC DBA VALLEY OFFICE SYSTEMS	ID	BONNEVILLE	83401	208-529-2777		South
HOLIDAY INN EXPRESS CHARLOTTE	NC	WAKE	27529	919-669-7430		South
HOLITNA CONSTRUCTION, LLC	CA	SOLANO	94585	707-419-5052		South
HOLLEY CENTRAL SCHOOL	NY	ORLEANS	14470	585-638-6316		South
HOLLISTER HOTEL LP	GA	DEKALB	30340	678-672-4710		South
HOLMES & BRAKEL	FL	HILLSBOROU	33619	813-229-6869		South
HOLMES & BRAKEL BUS. INTERIORS	FL	DUVAL	32256	904-538-9883		South
HOLMES RIDDELL OFFICE CONCEPTS	OK	OKLAHOMA	73112	405-949-1971		South
HOMESPUN FURNITURE INC.	MI	WAYNE	48193	734-284-6277		South
HON COMPANY THE	IA	MUSCATINE	52761	563-272-7382		South
HONEYWELL TECHNOLOGY SOLUTIONS	MD	HOWARD	21046	410-964-7000		South
HOOVER PUBLIC LIBRARY	AL	JEFFERSON	35216	205-444-7828		South
HOOVERS COMMERCIAL SERVICES INC	CA	CONTRA COS	94520	925-687-5454		South
HOPE ENTERPRISES INC	PA	LYCOMING	17701	717-325-3745		South
HOPKINS COUNTY CLERK	KY	HOPKINS	42431	270-821-7361		South
HOPKINS COUNTY GIS COORDINATOR	KY	HOPKINS	42431			South
HOPKINS COUNTY HEALTH DEPARTMENT	KY	HOPKINS				South
HOPKINS COUNTY JAIL	KY	HOPKINS	42431	270-821-6704		South
HOPKINS COUNTY MADISONVILLE PUBLIC LIBRARY	KY	HOPKINS	42431	270-825-2680		South
HOPKINS COUNTY PVA	KY	HOPKINS	42431	270-821-3092		South
HOPKINS COUNTY SCHOOLS	KY	HOPKINS	42431	270-825-6000		South
HOPKINS COUNTY TREASURER	KY	HOPKINS	42431	270-821-2666		South
HOPPSTETTERS OFFICE PRODUCTS	AZ	YUMA	85364	928-782-3633	Yes	South
HORIZON HEALTH SERVICES	NY	ERIE	14068			South
HORNSTAR CORPORATION	GA	FORSYTH	30024	770-356-4507		South
HORST REALTY CO	PA	DAUPHIN	17033	717-583-2222		South
HOSEA PROJECT MOVERS	KY	CAMPBELL	41072	859-356-8900		South
HOSPICE CARE NETWORK	NY	NASSAU	11797	516-224-6445		South
HOSPITALITY DORAL, LLC	FL	PALM BEACH	33408	318-747-7772		South
HOSPITALITY FOCUSED SOLUTIONS	CA	LOS ANGELE	90806	562-424-1720		South
HOSPITALITY FURNISHINGS	ON		L1X 2S8	905-839-2788		South
HOSPITALITY FURNISHINGS AND DESIGN INC AS AGENT	PA	BUTLER	16063	724-452-2114		South
HOSPITALITY PURCHASING CONSULTANTS, LLC AS AGENT	CO		80129	702-891-5451		South
HOSPITALITY VENTURES MANAGEMENT GROUP	FL	ORANGE	32801	770-661-1492		South
HOTEL DEVELOPMENT PARTNERS LLC	GA	COBB	30339	678-505-8059		South
HOTEL DEVELOPMENT SERVICES	OH	BUTLER	45056	513-524-9500		South
HOTEL INDIGO SARASOTA	GA	FULTON	30309	404-564-6515		South

HOTEL REHABS, LLC	IL	COOK	60606	312-898-0080		South
HOUGHTON COLLEGE	NY	ALLEGANY	14744	585-567-9330		South
HOUSE ACCOMMODATION	CA	ORANGE	90630	714-995-4800		South
HOUSE OF REPRESENTATIVES	PA	DAUPHIN	17120	717-787-3109		South
HOUSING AND COMMUNITY AFFAIRS	MD	MONTGOMERY	20850	240-777-3708		South
HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH MN	MN	SAINT LOUI	55805	218-726-0167		South
HOUSING AUTHORITY CITY OF PITTSBURGH	PA	ALLEGHENY	15219	412-326-2127		South
HOUSING AUTHORITY OF COUNTY OF BEAVER	PA	BEAVER	15009	724-775-1220		South
HOUSING PRESERVATION AND DEVELOPMENT	NY	NEW YORK	10038			South
HOWARD UNIVERSITY HOSPITAL	DC	DISTRICT O	20060	202-865-6878		South
HOWE CONSTRUCTION	GA	FULTON	30076	770-643-0650		South
HOWINGTON OFFICE PRODUCTS LLC	NC	ROBESON	28372	910-775-9023		South
HOYLE OFFICE SUPPLIES INC	NC	BUNCOMBE	28704	828-681-8797		South
HP ATHENS LLC	NH	ROCKINGHAM	03857	603-292-6367		South
HPA DESIGN GROUP	TX		75240	972-596-1700		South
HPG INTERNATIONAL C/O HPG INTERNATIONAL	GA	FULTON	30309	470-719-2901		South
HPS MI INC	MI	BARRY	49333-0247	269-795-3308		South
HST CORPORATE INTERIORS	AL	JEFFERSON	35233	615-277-1080	Yes	South
HST CORPORATE INTERIORS, L.L.C.	AL	BIRMINGHAM	35233-3203	205-369-4101	Yes	South
HST INTERIOR ELEMENTS LLC	TN	DAVIDSON	37210	615-321-9590		South
HUBBLE MITCHELL & ASSOC	AR	PULASKI	72203	501-312-2700		South
HUD FORT WORTH ACCOUNTING CENTER	TX	TARRANT	76102	202-402-5623		South
HUDSON COUNTY COMMUNITY COLLEGE	NJ	HUDSON	07306	201-360-4686		South
HUDSON COUNTY SCHOOLS OF TECHNOLOGY	NJ	HUDSON	07047	201-662-6660		South
HUDSON OFFICE SOLUTIONS	IN	DAVIESS	47501	812-254-0495		South
HUDSON OFFICE SUPPLY INC	AL	HOUSTON	36303	334-792-3155		South
HUDSON RIVER HEALTHCARE	NY	NEW YORK	10016			South
HUDSON VALLEY COMMUNITY COLLEGE	NY	RENSSELAER	12181	518-629-4519		South
HUGHES RANKIN COMPANY INC	NC	GUILFORD	27261-2338	336-841-2363		South
HUMAN SERVICES DEPARTMENT	NM	SANTA FE	87507	505-827-5932		South
HUMAN SERVICES DEPT	NM	SANTA FE	87505	505-827-1390		South
HUMMELS OFFICE EQUIPMENT	NY	HERKIMER	13350	315-866-3860		South
HUNSBERGER OFFICE SUPPLY	PA	LYCOMING	17701	570-326-7492		South
HUNTER COLLEGE	NY	NEW YORK	10065	212-772-4362		South
HUNTER COLLEGE	NY	NEW YORK	10021	212-772-4440		South
HUNTINGDON VALLEY FIRE COMPANY, INC.	PA	MONTGOMERY	19006	215-947-2454		South
HUNTSVILLE UTILITIES	AL	MADISON	35804	256-535-1235		South
HURRICANE OFFICE SUPPLY AND PRINTING	TX	LUBBOCK	79423	806-749-3200		South
HURST OFFICE SUPPLIERS	KY	FAYETTE	40511	859-255-4422		South
HUSTONS COMMERCIAL INTERIORS AND OFFICE SUPPLIES	FL	MARTIN	34997	772-283-4594		South
HYATT PLACE HOUSTON I 290	TX	DALLAS	75006	469-647-3647		South
HYPHN	OR	MULTNOMAH	97232	503-226-4151		South
I D & A INC	KY	JEFFERSON	40208	502-562-9255		South
I.E. DESIGN	NE	LANCASTER	68506	402-618-4924		South
I3 GROUP, INC.	IL	LINCOLNSHIRE	60069-4207	847.325.1000		South
IADB	DC	DISTRICT O	20577	202-623-1359		South
IBB DESIGN	TX	COLLIN	75034	214-618-6600		South
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI	NY	NEW YORK	10029	212-241-4845		South
ID COLLABORATIVE INC	NC	GUILFORD	27408	336-370-1117		South
IDEAL OFFICE SOLUTIONS, LLC	MA	ESSEX	01844	978-327-5327		South
IDEAL OFFICE SOURCE	IN	ALLEN	46825	260-482-9674		South
IDS CR INTEGRATED DESIGN SOLUTIONS SOCIEDAD ANONIMA	SAN JOSE			787-706-0227		South
IE CONNECT LLC	CO	DENVER	80202	303-292-0437		South
IHP I OWNER JV LLC	CO	BOULDER	80027	303-468-4882		South
IMA CORPORATE INTERIORS	GA	FULTON	30328	678-393-1299		South
IMAGE BUSINESS INTERIORS	VA	VIRGINIA B	23454	757-962-9810		South
IMAGE BUSINESS INTERIORS LLC	VA	VIRGINIA BEACH	23454-4062	(757) 962-9810		South
IMAGE OFFICE ENVIRONMENTS LLC	NJ	UNION	07092	908-301-0074		South
IMAGEWORKS C317 LLC	TN	SHELBY	38118	901-360-8899		South
IMPACT INTERIORS, LLC	KS	WYANDOTTE	66106	913-815-6260		South
IMPACT OFFICE INTERIORS INC	GA	SPALDING	30224	770-228-0706		South
IMPACT OFFICE INTERIORS INC	IL	DUPAGE	60527	630-880-6375		South
IMSE RED PWF	AL	MADISON	35898	256-955-8048		South
INC VILLAGE OF PIERMONT	NY	ROCKLAND	10968	845-359-1258		South
INCORPORATED VILLAGE OF FLORAL PARK	NY	NASSAU	11001	516-326-6300		South
INCORPORATED VILLAGE OF PLANDOME	NY	NASSAU	11030	516-627-1748		South
INDEPENDENCE BUSINESS SUPPLY	OH	CUYAHOGA	44109-6010	216-398-8880		South
INDEPENDENCE CARE SYSTEM	NY	NEW YORK	10011	212-584-2500		South
INDIANA AREA SCHOOL DISTRICT	PA	INDIANA	15701	724-463-8713		South
INDIANA FURNITURE	IN	DUBOIS	47547-0270	812-482-5727		South

INDIANA UNIVERSITY OF PENNSYLVANIA	PA	INDIANA	15705	724-357-2289		South
INDOFF INC	MO	SAINT LOUI	63146	800-486-7867		South
INDUSTRIES FOR THE BLIND INC	WI	MILWAUKEE	53214	414-778-3040		South
INDUSTRIES FOR THE BLIND, INC.	WI	WEST ALLIS	53214-1016	414-778-3040		South
INFINIUM INTERIORS	HI	HONOLULU	96813	808-777-5490		South
INLAND AMERICAN LODGING BURLINGAME	FL	ORANGE	32837	407-352-0606		South
INLET PUBLIC LIBRARY	NY	HAMILTON	13360	315-357-6494		South
INLINE DESIGNS	IL	COOK	60649	773-752-6430		South
INN AT TALLAHASSEE, LLC	WV	UPSHUR	26201	304-472-7767		South
INNER DESIGN PURCHASING	TN	WILLIAMSON	37027	615-321-0696		South
INNERPLAN INC	AR	PULASKI	72113	501-320-1513		South
INNERSPACE DESIGN, INC	MI	WASHTENAW	48103	734-662-1133		South
INNERSPACE SYSTEMS, INC.	CA	LOS ANGELE	91355	661-799-7978		South
INNERSPAICE ARCHITECTURAL INTERIORS	AL	JEFFERSON	35201	205-252-3800		South
INNERSPAICE ARCHITECTURAL INTERIORS LLC	FL	FORT WALTON BEACH	32548-5518	850-664-1249		South
INNKEEPERS SUPPLY INC	TN	DAVIDSON	37210	615-370-0660		South
INNOVATIVE BUSINESS FURNITURE INC	AR	WASHINGTON	72762	479-872-2100		South
INNOVATIVE BUSINESS INTERIORS	MD	MONTGOMERY	20910	301-589-1500		South
INNOVATIVE COMMERCIAL ENVIRONMENTS	CA	SAN DIEGO	92121	858-947-7272		South
INNOVATIVE COMMERCIAL INTERIORS INC	NJ	MERCER	08628	609-538-8800		South
INNOVATIVE CORP. INTERIORS INC	MI	OAKLAND	48071	248-616-9505		South
INNOVATIVE FURNITURE SOLUTIONS LLC	GA	THOMAS	31757	229-221-2672		South
INNOVATIVE HOSPITALITY PURVEYORS INC	NC	GUILFORD	27409	561-374-2535		South
INNOVATIVE INTELLIGENT DESIGN, INC	LA	LAFAYETTE	70501	337-236-9107		South
INNOVATIVE OFFICE PRODUCTS LLC	PA	NORTHAMPTO	18040	610-253-9554		South
INNOVATIVE OFFICE SOLUTIONS	MN	DAKOTA	55337	951-808-9900		South
INNOVATIVE OFFICE SOLUTIONS	OH	MERCER	45860	419-925-5433		South
INNVISION	GA	SPALDING	30224	678-967-2020		South
INSIDE OUT OFFICE INTERIORS	UT	SALT LAKE	84102	801-973-2009		South
INSIDE SOURCE INC	CA	SAN MATEO	94070	650-508-9101		South
INSIDESOURCE NE	CT	FAIRFIELD	06851	203-847-0000		South
INSIGHT CHICAGO	IL	COOK	60657	773-933-2252		South
INSITE IN MIND	CA	SAN MATEO	94403	650-576-2258		South
INSPACES	OH	HAMILTON	45240	513-225-4463		South
INSPIRE BUSINESS INTERIORS	TN	WASHINGTON	37604	423-282-5400		South
INSPIRE STUDIOS LLC	TX	SMITH	75703	214-684-1966		South
INSTITUTIONAL INTERIORS INC	NC	WAKE	27615	919-981-5811		South
INTECH SOLUTIONS	FL	MARTIN	34997	404-966-1125		South
INTEGRATED DESIGN SOLUTIONS INC	PR	GUAYNABO	00968	787-706-0201		South
INTEGRATED ENVIRONMENTS	PA	CHESTER	19380	855-828-2500		South
INTEGRATED FACILITY SYSTEMS	FL	LEON	32304	850-536-0888		South
INTEGRATED OFFICE INTERIORS	IL	COOK	60626	773-465-4420		South
INTEGRATED WORKSPACE SOLUTIONS	OH	HAMILTON	45202	513-345-3052		South
INTEGRITY BUSINESS SOLUTIONS	MI	KENT	49512	616-656-6010		South
INTEGRITY FURNITURE	TX	GREGG	75608	903-663-3450		South
INTEGRITY INTERIOR SOLUTIONS	WA	KING	98032	425-728-1925		South
INTEGRITY WHOLESALE FURNITURE LLC	OH	LORAIN	44089	440-967-7718		South
INTELLIGENT COMMERCIAL ENVIRONMENTS	CO	ARAPAHOE	80111	303-771-9530		South
INTELLIGENT INTERIORS INC	TX	DALLAS	75001	972-716-9979		South
INTER-AMERICAN DEVELOPMENT BANK	DC	DISTRICT O	20005	202-623-3133		South
INTEREUM INC	MN	HENNEPIN	55441	763-417-3300		South
INTERIOR ALLIANCE	UT	DAVIS	84025	801-694-1855		South
INTERIOR COLLECTIONS INC	NC	PENDER	28445	910-328-4242		South
INTERIOR CONCEPTS	MI	OTTAWA	49456	616-842-5550		South
INTERIOR CONCEPTS INC	TN	SULLIVAN	37663	423-239-9821		South
INTERIOR CONCEPTS OF DENVER LLC	CO	DENVER	80216	303-377-2336		South
INTERIOR CONTRACT SERVICE	FL	ORANGE	32804	407-294-4141		South
INTERIOR DESIGN ASSOCIATES INC	MO	BOONE	65201	573-874-1755		South
INTERIOR DESIGN ENVIRONMENTS ASSOCIATES INC	CA	ORANGE	92694	949-429-8894	Yes	South
INTERIOR DESIGN SERVICES INC	GA	FORSYTH	30004	615-376-1200		South
INTERIOR DEVELOPMENT EAST LTD	WA	SPOKANE	99201	509-327-7150		South
INTERIOR DIMENSION INC	MO	SAINT LOUI	63021	636-386-5300		South
INTERIOR ELEMENTS LLC	MS	MADISON	39157	601-326-3922		South
INTERIOR ENVIRONMENTS	MI	OAKLAND	48374	248-213-3010		South
INTERIOR FOCUS INC	OH	CUYAHOGA	44111	216-221-5100		South
INTERIOR FUSION, L. L. C.	FL	LARGO	33773-1540	727-490-2320	Yes	South
INTERIOR IMAGE GROUP, LLC	IN	LAKE	46311	219-322-7841		South
INTERIOR IMAGE INC	MI	OAKLAND	48377	248-553-0816		South
INTERIOR IMAGES	CA	ORANGE	92887	714-692-2211		South
INTERIOR INVESTMENTS LLC	IL	LAKE	60069	847-325-1000		South

INTERIOR INVESTMENTS LLC	WI	DANE	53718	608-216-7900		South
INTERIOR INVESTMENTS LLC	WI	MILWAUKEE	53202	414-287-0000		South
INTERIOR INVESTMENTS LLC I4	MO	SAINT LOUI	63143	314-644-5060		South
INTERIOR LANDSCAPES LLC	MO	JACKSON	64108	816-842-2120		South
INTERIOR LOGISTICS INC	OK	TULSA	74105	918-382-9120		South
INTERIOR MERCHANDISING INC	GA	CHATHAM	31406	912-354-4408		South
INTERIOR MOTIONS	CA	ALAMEDA	94608	510-653-6100		South
INTERIOR OFFICE CONCEPTS INC DBA WORKSPACE	OR	JACKSON	97501	541-776-4043		South
INTERIOR OFFICE SOLUTIONS	NM	BERNALILLO	87193	505-249-6887		South
INTERIOR OFFICE SOLUTIONS INC DBA PEOPLESPACE	CA	ORANGE	92614	949-724-9444		South
INTERIOR RESOURCE GROUP	MD	BALTIMORE	21117	410-931-3211	Yes	South
INTERIOR RESOURCE GROUP INC	MD	OWINGS MILLS	21117-2357	410-654-3611	Yes	South
INTERIOR RESOURCES LLC	TX	DALLAS	75207	972-619-7400		South
INTERIOR SERVICES	TX	TARRANT	76133	817-346-3969		South
INTERIOR SERVICES INC	OH	HAMILTON	45240	513-851-0933	Yes	South
INTERIOR SERVICES INCORPORATED	OH	CINCINNATI	45240-1634	513-851-0933	Yes	South
INTERIOR SHOWPLACE LTD	HI	HONOLULU	96814	808-593-8420	Yes	South
INTERIOR SHOWPLACE, LTD.	HI	HONOLULU	96814-4118	808-593-8420	Yes	South
INTERIOR SOLUTIONS	UT	SALT LAKE	84101	801-531-7538		South
INTERIOR SOLUTIONS SC LLC	SC	HORRY	29526	843-369-1114		South
INTERIOR SPACE CONSULTANTS INC	GA	GWINNETT	30019-3288	770-564-1115		South
INTERIOR SYSTEM CONTRACT GROUP	MI	OAKLAND	48067	248-399-1600		South
INTERIOR SYSTEMS INC	NC	MOORE	27376	910-673-0633		South
INTERIOR WORKPLACE SOLUTIONS	PA	LEHIGH	18106	610-391-0733		South
INTERIORS BY ARDEE LTD	VA	SPOTSYLVAN	22408	540-891-9009		South
INTERIORS BY DESIGN	MD	FREDERICK	21710	301-792-5645		South
INTERIORS BY GUERNSEY LLC	VA	FAIRFAX	20151	703-631-3375		South
INTERIORS BY MOYANNE	VA	LYNCHBURG	24503	434-384-6844		South
INTERIORS BY STEVEN G	FL	BROWARD	33064	954-735-8223		South
INTERIORS FOR BUSINESS	IL	KANE	60510	630-761-1070		South
INTERIORS FOR BUSINESS-OK.CITY	OK	OKLAHOMA	73103	405-235-3375		South
INTERIORS FOR SENIOR LIVNG	OH	CUYAHOGA	44102	216-472-4200		South
INTERIORS IN MOTION	TX	DALLAS	75230	972-523-3735		South
INTERIORS INC	CA	SONOMA	95401	707-544-4770		South
INTERIORS INC	PA	LANCASTER	17603	717-390-2000		South
INTERIORS WEST LLC	UT	SALT LAKE	84111	801-933-4949		South
INTERMARK DESIGN GROUP	FL	ORANGE	32808	407-426-9975		South
INTERNAL REVENUE SERVICE	MI	WAYNE	48226	313-234-1565		South
INTERNAL REVENUE SERVICE	NC	GUILFORD	27401	336-574-6199		South
INTERNAL REVENUE SERVICE	WV	RALEIGH	25802	304-254-3300		South
INTERNAL REVENUE SERVICE CREDIT CARD ACCOUNT	DC	DISTRICT O		804-916-8545		South
INTERNAL REVENUE SERVICE CREDIT CARD ACCT				999-999-9999		South
INTEROFFICE	ND	CASS	58102	701-232-3013		South
INTERPHASE OFFICE INTERIORS INC	MI	KENT	49508	616-245-0800		South
INTERQUEST HOTEL PARTNERS LLC	KS	JOHNSON	66209	913-451-1222		South
INTERSCAPE COMMERCIAL ENVIRONMENTS	CT	HARTFORD	06032	860-882-5903	Yes	South
INTERSPACE LIMITED LLC	KY	FAYETTE	40507	859-252-0000		South
INTERSPACE OFFICE FURNITURE	GA	COBB	30060	770-988-0091		South
INTERSPECS INC	GA	GWINNETT	30017	770-978-7679		South
INTERSTATE OFFICE PRODUCTS	SD	MINNEHAHA	57101	605-339-0300		South
INTRA DESIGN	OH	HAMILTON	45236	513-985-9888		South
INTRAMODE, LLC	MI	WAYNE	48226	313-964-6990		South
INTRASCAPE, INC.	IN	ALLEN	46895	260-420-5387		South
INTRASPACE INC	IL	COOK	60302	708-383-4546		South
INVINCIBLE FURNITURE	WI	MANITOWOC	54221	920-682-4601		South
IOWA ILLINOIS OFFICE SOLUTIONS	IA	SCOTT	52807	563-388-7747		South
IOWA STATE FSA OFFICE	IA	POLK	50322	515-331-8427		South
IOWA VETERANS HOME	IA	MARSHALL	50158	641-752-1501		South
IRC	LA	OUACHITA	71201	208-530-0113		South
IRH COUNCIL BLUFFS, LLC	TX	DALLAS	75219	214-812-9210		South
IRS	FL	SARASOTA	34240	941-378-6467		South
ISG OFFICE CONCEPTS INC	PA	MONTGOMERY	19044	215-699-1700		South
ISOFT SOLUTIONS	VA	VIRGINIA B	26462	757-275-7300		South
ISPACE FURNITURE INC	MN	HENNEPIN	55405	952-922-1300		South
ITS MY COMMUNITY STORE DBA COMMUNITY OFFICE SOLUTIONS	NV	WASHOE	89502	775-737-4107		South
IVAN ALLEN	GA	FULTON	30309	404-760-8700		South
J & H OFFICE EQUIPMENT	MT	GALLATIN	59715	406-586-3103		South
J ALLEN INC	KY	JEFFERSON	40213	502-451-0123		South
J ARISTY & ASSOC	FL	BROWARD	33023	954-989-8495		South
J CHASTAIN INC	GA	CLARKE	30622	706-546-0590		South

J MILLER DESIGN LLC	KY	FAYETTE	40509	859-333-7099		South
J P JAY ASSOCIATES INC	PA	LEHIGH	18102	610-435-9666		South
J THAYER COMPANY	OR	CLACKAMAS	97035	503-684-7874		South
J TYLER SERVICES INC	TX	HARRIS	77043	713-468-2166		South
J.R.E, INC DBA TRICO OFFICE INTERIORS	WA	WHATCOM	98225	360-734-1470		South
JACKSON CO.	TN	SULLIVAN	37617	423-323-9208		South
JACKSON COUNTY COURTHOUSE	GA	JACKSON	30549	706-387-6297		South
JACKSON DESIGNS & INTERIORS INC	GA	JACKSON	30548	678-714-8638		South
JACKSON INTERIORS	KY	KENTON	41011	859-261-9840		South
JACKSONVILLE STATE UNIVERSITY	AL	CALHOUN	36265	256-782-5460		South
JACKSONVILLE STATE UNIVERSITY	AL	CALHOUN	36265	256-782-5781		South
JACOBS TECHNOLOGY INC	MS	HANCOCK	39529-6000	228-688-2106		South
JACOBS TECHNOLOGY INC	TX	HARRIS	77258	281-461-5391		South
JACOBY PAWLOWSKI TREXLER ARCHITECTS	PA	CAMBRIA	15901	814-536-5321		South
JAG INTERIORS, INC.	CA	LOS ANGELE	91302	818-222-6133		South
JAIN MALKIN INC	CA	SAN DIEGO	92109	858-454-3377		South
JAMAICA HOSPITAL MEDICAL CENTER	NY	QUEENS	11418	718-206-6796		South
JAMES V BROWN LIBRARY	PA	LYCOMING	17701	570-326-0536		South
JANET OTT INC	FL	PINELLAS	34695	727-421-9136		South
JASPER SEATING COMPANY INC	IN	DUBOIS	47546	812-936-9977		South
JB OFFICE MATTERS	NY	ALBANY	12084	518-869-9749		South
JBG DESIGN & DEVELOPMENT	MN	CARVER	55318	952-361-8080		South
JC OFFICE CONSULTANTS	NJ	SOMERSET	08876	908-842-2150		South
JC WHITE OFFICE FURNITURE	FL	BROWARD	33025	954-499-6677		South
JE DUNN CONSTRUCTION COMPANY	MO	JACKSON	64106	816-474-8600		South
JEANNETTA DESIGN ASSOCIATES INC	GA	GWINNETT	30518	770-831-6206		South
JEFF LAMENDOLA	NY	NEW YORK	10010	917-882-7037		South
JEFFERSON COUNTY COMMISSION	AL	JEFFERSON	35203	205-325-5396		South
JEFFERSON LEWIS BOCES	NY	JEFFERSON	13601	315-779-7000		South
JEFFERSON STATE COMMUNITY COLLEGE	AL	JEFFERSON	35215	205-856-7770		South
JENNIFER SARANTAKIS INC	FL	MIAMI-DADE	33166	786-422-4377		South
JENNINGS COMMERCIAL INTERIORS	IN	HAMILTON	46038-2313	317-696-3434		South
JERICHO ROAD COMMUNITY HEALTH CTR	NY	ERIE	14216	716-348-3000		South
JERRY OSBORNE AND ASSOCIATES FAIR MEOH	TN	SHELBY	38018	901-619-7373		South
JEY FURNITURE LLC	NJ	OCEAN	08701	732-833-3888		South
JFH-MS-J8-CE	MS	RANKIN	39232	601-313-1512		South
JILL ELEAZER SOKOL INTERIOR DESIGN	FL	PINELLAS	33711	727-864-3854		South
JIMENEZ CONTRACT SERVICES	TX	HARRIS	77055	713-681-6407		South
JIMMY HARRISON CONTRACT FURNISHINGS LLC	AL	JEFFERSON	32509			South
JKAISER WORKSPACES	AZ	PIMA	85701	520-647-2121		South
JLM OFFICE INNOVATORS INC	NH	ROCKINGHAM	03844	603-601-6660		South
JLM OFFICE INNOVATORS, LLC	NH	HAMPTON FALLS	03844-2303	603-601-6660		South
JLS ASSOCIATES LLC DBA GENESIS INTERIORS	TN	SEVIER	37876	865-227-2314		South
JLW KEY WEST I LLC	GA	COBB	303399	770-955-9600		South
JMA COMMERCIAL INTERIORS	NC	MECKLENBUR	28206	704-372-5260		South
JMJ WORKPLACE INTERIORS CORP	VA	HENRICO	23294	804-270-7400		South
JOHN A COLEMAN SCHOOL	NY	WESTCHESTE	10701	914-294-6128		South
JOHN A MARSHALL COMPANY	KS	JOHNSON	66219-1232	913-601-3421		South
JOHN ANDERSON & ASSOC., INC.	MD	HOWARD	21044	302-644-8332		South
JOHN Q HAMMONS HOTELS MGMT., LLC	MO	GREENE	65806	901-755-2545		South
JOHN SAVOY & SON INC.	PA	LYCOMING	17754	570-368-2424		South
JOHN T MATHER MEMORIAL HOSPITAL	NY	SUFFOLK	11777	631-473-1320		South
JOHN WATTS ASSOCIATES	CT	HARTFORD	06103	860-528-1110	Yes	South
JOHN WILLIAMS INTERIORS	IL	COOK	60130	708-771-3111		South
JOHNS HOPKINS UNIVERSITY APL	MD	HOWARD	20723	443-778-6132		South
JOHNSON BUSINESS PRODUCTS	NJ	BERGEN	07432	201-445-6555		South
JOINT APPRENTICESHIP PROGRAM	PA	BEAVER	15001	724-788-1913		South
JOINT CHIEFS OF STAFF (JCS SUPPLY)	DC	DISTRICT O	20318-9996	703-692-8293		South
JONES GROUP INTERIORS INC	OH	SUMMIT	44311	330-253-9180		South
JONNA ASSOCIATES INC	MI	OAKLAND	48304	248-346-8383		South
JORDY CARTER INC	CO	DENVER	80210	303-744-6106		South
JOYCE CONTRACT INTERIORS	MA	MIDDLESEX	01886	978-251-2226		South
JP INTERIORS	KY	KENTON	41016	859-391-1313		South
JPA	MA	SUFFOLK	02210	617-951-2511		South
JPL & ASSOCIATES, LLC	FL	SARASOTA	34231-6752	941-918-1163	Yes	South
JPL AND ASSOCIATES LLC	FL	SARASOTA	34231	941-918-1163	Yes	South
J'S OFFICE SUPPLY & ETC INC	NC	SURRY	27030	336-786-7435		South
JST INTERIORS, INC	TX	DALLAS	75219	214-522-4033		South
JUDICIARY SUPERIOR COURT OF NJ	NJ	PASSAIC	07505	973-247-8029		South
JUDICIARY SUPERIOR COURT OF NJ	NJ	ATLANTIC	08401			South

JUDICIARY SUPERIOR COURT OF NJ	NJ	UNION	07207	908-787-1650		South
JUDICIARY SUPERIOR COURT OF NJ CAMDEN CO	NJ	CAMDEN	08103	856-661-2538		South
JUDICIARY SUPERIOR COURT OF NJ HUDSON COUNTY	NJ	HUDSON	07306	201-217-5239		South
JUDICIARY SUPERIOR COURT OF NJ SOMERSET CO	NJ	SOMERSET	08876	908-231-7622		South
JULES SELTZER AND ASSOCIATES INC	CA	LOS ANGELE	90211	310-274-7243		South
JUNES INTERIORS INC	NJ	BERGEN	07430	201-891-5386		South
JUST THE RIGHT STUFF INC	NY	ONONDAGA	13206	315-433-1309		South
JUSTYNA JAKUBOWSKA	CA	SAN FRANCI	94114			South
K OFFICES LLC	NJ	MONMOUTH	07726	732-853-4372		South
K4 ARCHITECTURE LLC	OH	HAMILTON	45203	513-455-5000		South
KAD ASSOCIATES LLC	NJ	MIDDLESEX	07067	732-943-2192		South
KAHL COMMERCIAL INTERIORS	NV	WASHOE	89533	775-284-3600		South
KAIROS INTERIORS INC	CA	ORANGE	92660	949-650-8685		South
KAMLA HOTELS	CA	LOS ANGELE	90703	562-231-5973		South
KAREN L BENSON INTERIOR DESIGN	FL	LEE	33901			South
KAREN RENEE INTERIOR DESIGN	MD	ANNE ARUND	21146	410-647-0435		South
KARI SHULTZ	CA	SAN DIEGO	92019			South
KARIEL INC	MN	HENNEPIN	55427	612-237-5950		South
KATELLA PROPERTIES LLC	CA	ORANGE	90630	714-995-4800		South
KATHLEEN A LAROS KNEZEAK	TX	BEXAR	78217	210-241-0656		South
KATHY HELM AND ASSOCIATES INC	KY	JEFFERSON	40202	502-561-9977		South
KAVANAUGHS OFFICE CITY	OH	CLARK	45503	937-322-9203		South
KAY DAVIS ASSOCIATES LLC	TX	HARRIS	77004	713-541-5468		South
KAY GREEN DESIGN INC	FL	ORANGE	32789	407-246-7155		South
KAYHAN INTERNATIONAL LIMITED	IL	COOK	60173	847-843-5060		South
KAY-TWELVE LLC	OH	DELAWARE	43240	888-624-5451		South
KBM OFFICE EQUIPMENT	CA	SANTA CLAR	95113	408-351-7100		South
KCI SUITES LLC	KS	JOHNSON	66209	913-451-1222		South
KCTCS	KY	WOODFORD	40383	859-256-3336		South
KCTCS	KY	HARDIN	42701	270-706-8606		South
KDA FURNITURE & INTERIORS	IN	ALLEN	46748	260-637-3304		South
KDA OFFICE FURNITURE SOLUTIONS	KY	FAYETTE	40475	859-626-9820		South
KDI DESIGN INC	IL	KANE	60134	630-208-8822		South
KEAN UNIVERSITY	NJ	UNION	07083	908-737-3150		South
KEEFE COLLINS	CA	SAN DIEGO	92129	714-713-0874		South
KEENEYS OFFICE PLUS	WA	KING	98073	425-869-7555		South
KELLY PROMOTIONAL PRODUCTS	IN	JOHNSON	46131	317-736-8206		South
KEMP INTERIORS LLC	SC	RICHLAND	29205	803-779-6405		South
KEMSKE PAPER COMPANY	MN	BROWN	56073	507-233-4120		South
KENMORE MERCY HOSPITAL	NY	ERIE	14217	716-828-2937		South
KENNEDY OFFICE SUPPLY	NC	WAKE	27604	919-878-5400		South
KENNESAW STATE UNIVERSITY	GA	COBB	30144	770-499-3622		South
KENNESAW STATE UNIVERSITY	GA	COBB	30060	678-915-7389		South
KENNETH POLEY INTERIORS INC	FL	HILLSBOROU	33556	813-792-0580		South
KENTUCKY HOTELIERS	KY	LAUREL	40741	606-682-2634		South
KENTUCKY LOTTERY	KY	JEFFERSON	40202			South
KENTUCKY RURAL WATER ASSOCIATION	KY	WARREN	42103	270-843-2291		South
KENTUCKY SCHOOL FOR THE BLIND	KY	JEFFERSON	40206	502-564-2351		South
KENTUCKY SCHOOL FOR THE DEAF	KY	BOYLE	40422	502-564-2351		South
KENTUCKY STATE UNIVERSITY	KY	FRANKLIN	40601	502-597-6454		South
KENTWOOD OFFICE FURNITURE LLC	MI	KENT	49512	616-957-2320		South
KERR ALBERT OFFICE SUPPLY	MI	SAINT CLAI	48060	810-984-4129		South
KERR OFFICE GROUP	KY	HARDIN	42701	270-765-6171		South
KERSHNER OFFICE FURNITURE	PA	MONTGOMERY	19406	610-768-0200		South
KESSLER COLLECTION THE	FL	ORANGE	32811	407-996-9999		South
KEY INTERIORS DESIGN LLC	IL	DUPAGE	60148	847-288-0100		South
KG HOTEL PARTNERS	MA	SUFFOLK	02199	617-494-2511		South
KIKS OFFICE PARTNERS INC	OH	CUYAHOGA	44133	440-230-0800		South
KIMBALL INTERNATIONAL, INC.	IN	JASPER	47549-0001	812-481-6919		South
KIMBALL OFFICE	IN	DUBOIS	47549	812-482-1600		South
KIMBERLY BRYANT	SC	HORRY	29577	843-712-1111		South
KIMBERLY SCOTT	NY	ALBANY	12207	518-432-6414		South
KINDERHOOK MEMORIAL LIBRARY	NY	COLUMBIA	12106	518-758-6192		South
KING BUSINESS INTERIORS INC	OH	FRANKLIN	43212	614-430-0020	Yes	South
KING BUSINESS INTERIORS, INC.	OH	COLUMBUS	43212-3777	614-430-0020	Yes	South
KING OFFICE EQUIPMENT & DESIGNS	OR	LINN	97321	514-926-5894		South
KINGS COUNTY HOSPITAL	NY	KINGS	11203	718-245-2111		South
KINON SURFACE DESIGN	NJ	UNION	07205	561-600-2500		South
KIRK GROSS COMPANY	IA	BLACK HAWK	50704	319-234-6641		South
KIRKSEY & CO INC	CA	ORANGE	92694	(949) 541-3101		South

KITTRELL JOB CORPS CENTER	NC	VANCE	27544	252-439-9110		South
KLEINS OFFICE FURNITURE	SD	MINNEHAHA	57103	605-222-1524		South
KMA & ASSOC.-PA	PA	ALLEGHENY	15201	412-681-9350		South
KMA ASSOCIATES PITTSBURGH LLC	PA	ALLEGHENY	15201	412-681-9350		South
KNOLL INC	PA	MONTGOMERY	18041	800-565-5858		South
KNOLL, INC.	PA	EAST GREENVILLE	18041-2202	305-571-0903		South
KNOX VILLAGE TERRAPIN ROW	IL	DUPAGE	60143			South
KOCH BROTHERS INC DBA KOCH OFFICE GROUP	IA	POLK	50306	515-283-2451	Yes	South
KODIAK AREA NATIVE ASSOCIATION	AK	KODIAK ISL	99615	907-486-9800		South
KPC ARCHITECTURAL PRODUCTS	KY	FAYETTE	40509	859-269-3646	Yes	South
KRISTIN BALDEN	TX	FORT BEND	77494	713-315-0377		South
KROUNGOLDS FURNITURE INC	PA	PHILADELPH	19147	215-925-2483		South
KRUEGER INTERNATIONAL INC	WI	BROWN	54308	920-468-8100		South
KRUEGER INTERNATIONAL, INC.	WI	GREEN BAY	54302-2119	9204682580		South
KSD ENTERPRISES OA INTERNATIONAL PLAZA HOTEL	ON		M5A 1E1	416-698-9043		South
KTTT	GA	FULTON	30309	404-892-1975		South
KURTZ BROS	PA	CLEARFIELD	16830	814-765-6561		South
KUTZTOWN AREA SCHOOL DISTRICT	PA	BERKS	19530	610-683-7361		South
KUTZTOWN UNIVERSITY OF PENNSYLVANIA	PA	BERKS	19530	610-683-4132		South
KV INTERIORS LLC	LA	SAINT TAMM	70448	985-626-3361		South
KYLE OFFICE SOLUTIONS	AL	TUSCALOOSA	35403	205-345-5573		South
KYSER OFFICEWORKS	AL	MONTGOMERY	36107	334-834-9400		South
L AND M OFFICE FURNITURE	OK	TULSA	74145	918-664-1010		South
L C INDUSTRIES INC.	NC	DURHAM	27703-8420	919-596-8277		South
L F I LESLIE FOSSLER INTERIORS	TX	TRAVIS	78703	512-474-0768		South
L&F PROCUREMENT, LLC	KY	JEFFERSON	40202	502-585-4181		South
L&J CORPORATE SERVICES INC	FL	BROWARD	33071	954-554-3530		South
L&M TECHNOLOGIES INC	TX	HARRIS	77058	505-343-0200		South
L.T.D. OFFICE SOLUTIONS, INC.	MA	MIDDLESEX	01887	978-988-5836		South
L3 COMMUNICATIONS CSW	UT	SALT LAKE	84116	408-748-1200		South
LA AFB	CA	LOS ANGELE	90245	310-653-6767		South
LA OFFICE SUPPLY COMPANY INC	LA	EAST BATON	70806	225-927-1110		South
LA ROCHE COLLEGE	PA	ALLEGHENY	15237	412-367-9300		South
LABOR ENERGY AND ENVIRONMENT AND PUBLIC PROTECTION	KY	FRANKLIN	40601			South
LACKLAND JBSA 59 MLRS/MEMO	TX	BEXAR	78236	2102925405		South
LAFAYETTE CENTRAL SCHOOLS	NY	ONONDAGA	13210	315-433-2282		South
LAFAYETTE MATERIALS MGMT CO	IN	TIPPECANOE	47903	765-447-7400		South
LAFAYETTE OFFICE SUPPLY	IN	TIPPECANOE	47902	765-742-2177		South
LAHARPES OFFICE INTERIORS	AR	PULASKI	72203	501-372-6684		South
LAKE POINTE HOTEL COMPANY, LLC	KS	JOHNSON	66209			South
LAKESHORE BUSINESS INTERIORS	WI	MANITOWOC	54220	920-683-3711		South
LAKESHORE FURNITURE LLC	MI	MUSKEGON	49444	231-733-0604		South
LAN OFFICE FURNISHINGS	IL	LAKE	60606	312-251-0500		South
LANCASTER CENTRAL SCHOOL DISTRICT	NY	ERIE	14086	716-686-3204		South
LANCASTER COUNTY WORKFORCE DEVELOPMENT	PA	LANCASTER	17603	717-509-5613		South
LANCASTER LEBANON IU13	PA	LANCASTER	17601	717-606-1600		South
LANCASTER MENNONITE SCHOOL	PA	LANCASTER	17802	717-299-0436		South
LANDIS OFFICE CENTER INC.	MD	ALLEGANY	21502	301-722-1900		South
LANE OFFICE FURNITURE INC	NY	NEW YORK	10018	212-233-4100		South
LANE PARK AT MOUNTAINBROOK LLC	FL	ORANGE	32811	407-996-9999		South
LANG AND SCHWANDER	FL	MIAMI-DADE	33138	786-472-7222		South
LANGIT & ASSOCIATES INC	NY	ORANGE	10941	845-692-6446		South
LANIER TECHNICAL COLLEGE	GA	HALL	30566			South
LARRY FEHRM ASSOCIATES	WI	WAUKESHA	53029	414-303-6050		South
LARSON EQUIPMENT & FURNITURE COMPANY	IL	COOK	60173	847-705-0460		South
LAS CLINICAS DEL NORTE	NM	RIO ARRIBA	87530	575-581-4728		South
LATITUDE MANAGEMENT	PA	BUTLER	16063	724-452-2114		South
LAUREL HIGHLANDS SCHOOL DISTRICT	PA	FAYETTE	15401	724-437-2821		South
LAUREN SANCHEZ DESIGN LTD	SC	CHARLESTON	29403	843-203-3610		South
LAURIE WHITEHEAD	NY	NEW YORK	10010	646-939-3333		South
LAWRENCE COUNTY BOARD OF EDUCATION	AL	LAWRENCE	35650	256-905-2400		South
LAWRENCE INTERIOR GROUP	NV	WASHOE	89511	775-853-4182		South
LAW'S INTERIORS& DESIGN INC.	TN	KNOX	37919	865-584-1400		South
LAWSON STATE COMMUNITY COLLEGE	AL	JEFFERSON	35221	205-925-2515		South
LAYMAN HOSPITALITY GROUP, LLC	NC	MECKLENBUR	28226	704-517-7498		South
LD DESIGNS	TN	SHELBY	38184	901-388-6567		South
LD PETROSKY GROUP LLC	TX	BEXAR	78216	210-308-8484		South
LDS CHURCH ACCOUNTS PAYABLE	UT	SALT LAKE	84150	801-240-1440		South
LEAP ACADEMY UNIVERSITY CHARTER SCHOOL	NJ	CAMDEN	08102	856-614-0400		South
LEARNING ENVIRONMENTS INC	NC	RANDOLPH	27298	336-622-4296		South

LEBANON SCHOOL DISTRICT	PA	LEBANON	17042	717-273-9391		South
LEBANON VALLEY COLLEGE	PA	LEBANON	17003	717-867-6340		South
LEDWELL & SON ENTERPRISES	TX	BOWIE	75504	903-838-6531		South
LEE COMPANY INC	IN	VIGO	47807	812-235-8155		South
LEE COUNTY BOARD OF EDUCATION	AL	LEE	36804	334-745-9770		South
LEE OFFICE EQUIPMENT CO INC	GA	LOWNDES	31601	229-244-0177		South
LEGACY GROUP	WA	KING	98057	206-217-0310		South
LEGISLATIVE EDUCATION STUDY CO	NM	SANTA FE	87501	000-000-0000		South
LEGISLATIVE REFERENCE BUREAU	PA	DAUPHIN	17120	717-787-7385		South
LEHIGH VALLEY PRETRIAL SERVICES	PA	LEHIGH	18101	610-289-2410		South
LEHMAN COLLEGE - CUNY	NY	BRONX	10468	718-960-8316		South
LEIDOS BIOMEDICAL RESEARCH	MD	FREDERICK	21702	301-846-1574		South
LELAND M THOMPSON INC/SOUTHWEST CONTRACT	TX	BELL	76504	254-742-0061		South
LEMOORE UNION ELEMENTARY SCHOOL DISTRICT	CA	KINGS	93245	559-924-6800		South
LENAPE VOCATIONAL TECHNICAL SCHOOL	PA	ARMSTRONG	16226	724-763-7116		South
LESLIE LEWIS AND ASSOCIATES LLC	IN	CLARK	47130	812-282-6606		South
LETOURNEAU INTERESTS INC	TX	HARRIS	77092	713-681-0033		South
LETTERKENNY ARMY DEPOT	PA	FRANKLIN	17201	717-267-5833		South
LEUKEMIA AND LYMPHOMA SOCIETY	NY	WESTCHESTE	10573	914-821-8255		South
LEVEL 3 DESIGN GROUP	CA	LOS ANGELE	90015	310-955-5881		South
LEVEL 5 LLC	GA	COBB	30339	404-761-0008		South
LEWIS ALAN OFFICE FURNITURE	NY	NEW YORK	10001	212-279-8200		South
LEWIS COUNTY GENERAL HOSPITAL	NY	LEWIS	13367	315-376-5229		South
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT	KY	FAYETTE	40507	888-258-3310		South
LEXINGTON GROUP INC	MA	HAMPDEN	01089	413-746-3064		South
LF OFFICE INTERIORS, INC	PR	SAN JUAN	00926	787-293-8833		South
LFUCG	KY	FAYETTE	40511	859-425-2403		South
LIBERTY RESOURCES	NY	ONONDAGA	13203	315-425-1004		South
LIBERTY SYSTEMS INC	PA	LEHIGH	18102	800-487-6421		South
LIBRA TECH CORPORATION	TX	DENTON	76226	940-464-3033		South
LIBRARY DESIGN ASSOCIATES	OH	DELAWARE	43065	614-923-4600		South
LIBRARY DESIGN ASSOCIATES INC	MI	WAYNE	48170-2213	734-459-5000		South
LIBRARY FURNITURE INTERNATIONAL	IL	COOK	60062	847-564-9497		South
LIBRARY INTERIORS INC	LA	JEFFERSON	70002	504-885-4040		South
LIBRARY INTERIORS INC	NJ	OCEAN	08723	732-262-8600		South
LIBRARY SYSTEM OF LANCASTER COUNTY	PA	LANCASTER	17601			South
LIFE ENVIRONMENTS INC	NC	GUILFORD	27410	336-337-5349		South
LIFETIME HEALTH	NY	MONROE	14623	585-214-1337		South
LILBURN CITY HALL	GA	GWINNETT	30047	770-638-2222		South
LIMERICK TOWNSHIP	PA	MONTGOMERY	19468	610-495-6432		South
LINCOLN OFFICE LLC	IL	TAZEWELL	61550	309-427-2500		South
LINDA HARTMAN	MD	ANNE ARUND	21146	410-279-1532		South
LINDEN HALL	PA	LANCASTER	17543	717-626-8512		South
LINDSEY OFFICE FURNISHINGS	AL	JEFFERSON	35203	205-251-9088		South
LINES	CO	DENVER	80206	303-898-7014		South
LINES FURNITURE	VA	FAIRFAX	22182	202-362-5300		South
LINK INTERIORS	PA	BERKS	19543	215-514-9173	Yes	South
LINK INTERIORS, INC.	PA	MORGANTOWN	19543-8906	2155149173	Yes	South
LINNETT & CO.	NJ	MONMOUTH	07728	732-462-1800		South
LITITZ OFFICE PRODUCTS	PA	LANCASTER	17543	717-735-7755		South
LIVING GROUP LLC	NY	NEW YORK	10018-9660	212-600-1150	Yes	South
LIVINGSTON COUNTY	NY	LIVINGSTON	14454			South
LIVINGSTON PARISH LIBRARY	LA	LIVINGSTON	70754	225-686-4100		South
LJ DUFFY INC.	NY	NEW YORK	10001	212-414-9800		South
LLOYD JOHNSON INC	PA	BUTLER	16001	724-287-6733		South
LLV OFFICE CONCEPTS LLC	NY	SARATOGA	12866	518-587-0104		South
LMC DESIGN GROUP(LORI MCCUAGI)	TX	EL PASO	79912	915-581-8732		South
LNK2 LODGING LLC C/O ANANT OPERATIONS	NE	DOUGLAS	68103	402-933-6959		South
LOCKHEED MARTIN	FL	POLK	33807-3011	402-591-4042		South
LOCKPORT PUBLIC LIBRARY	NY	NIAGARA	14095			South
LOCKROWS BUSINESS	NY	CLINTON	12901	518-563-4900		South
LOCUST VALLEY CSD	NY	NASSAU	11560	516-277-5040		South
LODGESTAR INVESTMENTS	TX	TARRANT	76132	817-989-7800		South
LOFTS LLC	MS	PANOLA	38606	662-561-1050		South
LOGAN COUNTY BOARD OF EDUCATION	KY	LOGAN	42276	270-726-2436		South
LOGISTICS APPLICATIONS INC	VA	ALEXANDRIA	22314	703-317-9800		South
LOGISTICS SUPPORT GROUP	GA	DOUGHERTY	31701	229-312-1551		South
LONG ISLAND UNIVERSITY	NY	NASSAU	11548	516-299-3970		South
LORA ANTHONY	CA	LOS ANGELE	90405	310-422-8660		South
LORENZ & ASSOCIATES	CA	FRESNO	93720	559-241-8942		South

LORI WILES DESIGN	IA	LINN	52404	319-435-2593		South
LORICK OFFICE PRODUCTS	SC	RICHLAND	29201	803-252-5380		South
LOS ALAMOS PUBLIC SCHOOLS	NM	LOS ALAMOS	87544	505-663-2241		South
LOTH MBI INC	OH	HAMILTON	45241	513-554-4900		South
LOUER FACILITY PLANNING INC.	IL	MADISON	62234	618-344-9610		South
LOUHOME LLC HOMEWOOD LOUISVILLE	IN	LAKE	46410	219-472-2982		South
LOUISVILLE METRO GOVERNMENT	KY	JEFFERSON	40202	502-574-3402		South
LOUISVILLE OFFICE FURNITURE	KY	JEFFERSON	40204	502-587-2008		South
LOY'S OFFICE SUPPLIES	GA	TROUP	30241	706-884-1723		South
LQ MANAGEMENT	IL	COOK	60601	312-832-2447		South
LQ MANAGEMENT	VA	HENRICO	23228	804-672-2121		South
LQ MANAGEMENT LLC	IL	LAKE	60061	214-492-6600		South
LQ MANAGEMENT LLC	MI	WAYNE	48151	214-492-6600		South
LQ MANAGEMENT LLC	TX	BEXAR	75038	214-492-6600		South
LRK INC	TN	SHELBY	38103	901-521-1440		South
LRNC OFFICE PRODUCTS INC	NC	GUILFORD	27407	336-292-9111		South
LUCAS BUSINESS SOLUTIONS INC	TN	SHELBY	38018	901-624-8900		South
LYCO INC	CT	HARTFORD	06042	860-646-3575		South
LYCOMING COUNTY COURTHOUSE	PA	LYCOMING	17701	570-326-9877		South
LYCOMING COUNTY WATER AND SEWER AUTHORITY	PA	LYCOMING	17754	570-546-8005		South
LYNBROOK UNION FREE SCHOOL DISTRICT	NY	NASSAU	11563	516-887-8065		South
M & M OFFICE INTERIORS INC	WI	WAUKESHA	53072	262-781-2600		South
M HANSON AND COMPANY INC	FL	BROWARD	33301	954-630-1500		South
M INC	NC	FAYETTEVILLE	28301-5516	(910)689-0171	Yes	South
M2 CREATIVE DESIGN DONE DIFFERENTLY	OH	SUMMIT	44313	312-259-5193		South
M3 LLC	CA	LOS ANGELE	91030	626-441-0300	Yes	South
M-80 SYSTEMS INC.	GU	BARRIGADA	96913	671-734-1680	Yes	South
MACDILL AFB	FL	HILLSBOROU	33621	813-828-1027		South
MACHABEE OFFICE ENVIRONMENTS	NV	WASHOE	89431	702-263-8800		South
MACON COUNTY BOARD OF EDUCATION	AL	MACON	36083	334-727-1600		South
MACON-BILL COUNTY COOPERATIVE EXTENSION	GA	BIBB	31201	478-751-6338		South
MADISON PUBLIC LIBRARY	NJ	MORRIS	07940	973-377-0722		South
MADISON SQUARE BOYS & GIRLS CLUB	NY	NEW YORK	10017			South
MADISONVILLE COMMUNITY COLLEGE	KY	HOPKINS	42431	270-824-8626		South
MADISONVILLE HOPKINS COUNTY	KY	HOPKINS	42431			South
MAGNUM INDUSTRIES LLC	CT	HARTFORD	06033	860-633-4766		South
MAHLA OFFICE FURNITURE	PA	ALLEGHENY	15222	412-471-1714		South
MAHWAH PUBLIC LIBRARY	NJ	BERGEN	07430	201-529-7323		South
MAIN SOLUTIONS	GA	FULTON	30318	678-244-8100		South
MAINSPACE OFFICE SOLUTIONS LLC	MS	FORREST	39402	601-297-4848		South
MALONE CENTRAL SCHOOL DISTRICT	NY	FRANKLIN	12953	518-483-7800		South
MALONE OFFICE EQUIPMENT CO	GA	MUSCOGEE	31901	706-322-2513		South
MANAGEMENT AND TRAINING CORPORATION	KS	RILEY	66503	785-564-4910		South
MANATEE CO GOVERNMENT	FL	MANATEE	34205	941-748-5555		South
MANATEE COMMUNITY ACTION AGENCY INC	FL	MANATEE	34208	941-827-2887		South
MANATEE COUNTY HOUSING AUTHORITY	FL	MANATEE	34203	941-756-3974		South
MANATEE COUNTY PURCHASING	FL	MANATEE	34206-1000	941-749-3046		South
MANHATTAN SCHOOL OF MUSIC	NY	NEW YORK	10027	917-493-4448		South
MANHEIM TOWNSHIP	PA	LANCASTER	17601	717-569-6406		South
MANTUA TOWNSHIP PUBLIC SCHOOLS	NJ	GLOUCESTER	08080			South
MAPLE MULTI-FAMILY LAND SE	GA	GLYNN	31522	404-510-1611		South
MARATHON BUILDING ENVIRONMENTS	MO	BOONE	65201	573-875-7115		South
MARC SHORE ASSOCIATES	FL	SEMINOLE	32714	407-774-7785		South
MARCO OFFICE SUPPLY	FL	COLLIER	34145	239-659-4700		South
MARGEN DESIGNS INC	NY	NASSAU	11783	516-315-9792	Yes	South
MARIA COLLEGE	NY	ALBANY	12208	518-438-3111		South
MARIMN HEALTH	ID	BENEWAH	83851	208-686-1931		South
MARINE CORPS LOGISTICS BASE-BARSTOW	CA	SAN BERNAR	92311	760-577-6016		South
MARINE FORCES RESERVE - MARFORRES	LA	ORLEANS	70114	504-697-9853		South
MARKELZ BUSINESS INTERIORS	IL	WILL	60436	815-729-3300		South
MARKETPLACE INTERIORS LLC	SC	CHARLESTON	29465	843-284-8943		South
MARKETS WEST OFFICE FURNITURE INC	AZ	MARICOPA	85034	602-275-2226		South
MARKETSHARE INC	CA	SANTA CLAR	95035	916-740-5390		South
MARLBORO HOSPITALITY LLC C/O TRUE NORTH	CO	BOULDER	80027	303-996-8132		South
MARLY & CO DESIGN LLC	TX	DALLAS	75204	214-871-9500		South
MARRIOTT INTERNATIONAL ADMIN SRVCS	MD	MONTGOMERY	20817-1102	301-380-7211		South
MARRIOTT SAWGRASS/CO GERRY BROWN & ASSOC	IL	COOK	60601	312-606-0777		South
MARRIOTT WASHINGTON DULLES SUITES	VA	FAIRFAX	20170	703-709-0400		South
MARSHA JURASIN & ASSOCIATES	CA	SAN MATEO	94010	650-548-1527		South
MARSHALL UNIVERSITY	WV	CABELL	25755	304-696-2221		South

MARTA ACCOUNTING DIVISION	GA	FULTON	30324	404-848-5122		South
MARTA BASEZ INTERIORS INC	TX	TRAVIS	78731	512-257-9797		South
MARTEK GLOBAL SERVICES	MD	MONTGOMERY	20814	301-656-3700		South
MARTIN PUBLIC SEATING LLC	OH	GEAUGA	44024	440-285-9175		South
MARTIN WHALEN OFFICE SOLUTIONS	IL	KANKAKEE	60915	815-933-3358		South
MARTINS OFFICE SUPPLY	TX	HOOD	76048	817-573-2694		South
MARVEL GROUP INC	IL	COOK	60632	773-843-7544		South
MARXMODA	MI	WAYNE	48341	248-334-8000		South
MARY CARIOLA CHILDREN'S CENTER	NY	MONROE	14620-3093	585-271-0761		South
MARY IMOGENE BASSETT HOSPITAL	NY	OTSEGO	13326	607-547-7831		South
MARY MCDOWELL FRIENDS SCHOOL	NY	KINGS	11201	718-855-0141		South
MASON INC	GA	CHATHAM	31412	912-232-4192		South
MASSACHUSETTS INSTITUTE OF TECHNOLOGY	MA	MIDDLESEX	02420	781-981-2355		South
MASSAPEQUA UNION FREE SCHOOL DISTRICT	NY	NASSAU	11758	516-308-5020		South
MASSENA MEMORIAL HOSPITAL	NY	SAINT LAWR	13562	315-764-1711		South
MATTITUCK CUTCHOGUE UFSD	NY	SUFFOLK	11935	631-298-4242		South
MAVIS	MN	ST. LOUIS	55802	218-349-0655		South
MAXON FURNITURE INC	IA	MUSCATINE	52653	800-708-3966		South
MAYA HOTELS	NC	MECKLENBUR	28214	704-391-2960		South
MB CONTRACT FURNITURE INC	CA	CONTRA COS	94520	925-391-2456		South
MBI INC	UT	SALT LAKE	84101	801-322-0444		South
MBI-SEATTLE	WA	KING	98109	206-343-5800		South
MC OFFICE FURNITURE	NJ	ESSEX	07040	973-762-6900		South
MCALEERS OFFICE FURNITURE	AL	MOBILE	36670	251-476-8555		South
MCALEER'S OFFICE FURNITURE-FL	AL	MOBILE	36607			South
MCCALL INTERIORS	AL	MOBILE	36607	251-377-5148		South
MCCARTNEYS INC	PA	BLAIR	16601	814-944-8139		South
MCCOY-ROCKFORD	TX	HARRIS	77024	512-442-0703		South
MCFARLAND UNIFIED SCH DIST	CA	KERN	93250	661-972-3081		South
MCGARITY'S BUSINESS PRODUCTS	GA	HALL	30501	770-536-9852		South
MCKINNEY NURSING AND REHAB CENTER	NY	KINGS	11203	212-323-3633		South
MCKINNEY OFFICE SUPPLY INC	TX	COLLIN	75069	972-542-5571		South
MCMILLAN BUSINESS INTERIORS	MI	WAYNE	48236	586-759-4300		South
MCNALLY OPERATIONS LLC DBA ONE OFFICE SOLUTION	NE	MADISON	68701	712-255-8892		South
MCNERNEY & SON INC	OH	WOOD	43619	419-666-0200		South
MCPC INC	OH	CUYAHOGA	44114	800-777-7178		South
MCWATERS INC	SC	RICHLAND	29201	803-256-8303		South
MCWATERS, INC.	SC	COLUMBIA	29201-4743	843-399-5142		South
MDM OFFICE SYSTEMS, INC.	DC	WASHINGTON	20011-1413	(202)829-4820	Yes	South
MEADOWS OFFICE INTERIORS	NY	NEW YORK	10022	212-741-0333		South
MEDICAL TECHNICAL INTERIORS	OK	TULSA	74105	918-745-0300		South
MELL GROUP THE	AL	JEFFERSON	35209	205-877-3131		South
MEMORIAL UNITED METHODIST CHURCH	KY	HARDIN	42701			South
MENKE DESIGN AND DEVELOPMENT	FL	PINELLAS	33756	727-510-6585		South
MENOMINEE INDIAN TRIBE OF WISCONSIN	WI	MENOMINEE	54135	715-799-3321		South
MERCED COUNTY SUPERIOR COURT	CA	MERCED	95340	209-725-4186		South
MERCER COUNTY COMMUNITY COLLEGE	NJ	MERCER	08690	609-935-0180		South
MERCHANTS OFFICE FURNITURE	CO	DENVER	80205	303-297-1100		South
MERCURY CONTRACT RESOURCE LLC	MO	JACKSON	64109	816-377-2735		South
MERCY HOSPITAL OF BUFFALO	NY	ERIE	14220	716-828-2905		South
MERKEL DONAHUE	NY	MONROE	14445	585-325-7696		South
MESA CONTRACT INC	VT	CHITTENDEN	05482	800-258-6372		South
MESSIAH COLLEGE	PA	CUMBERLAND	17055	717-766-2511		South
METALWORKS INC DBA GREAT OPENINGS	MI	MASON	49431	231-845-3111		South
METALWORKS INC DBA GREAT OPENINGS	MI	MASON	49431			South
METRO CONTRACT GROUP	CA	SANTA CLAR	95131	408-325-3200		South
METRO OFFICE SOLUTIONS, INC.	MD	BELCAMP	21017-1299	410-297-6666	Yes	South
METRO SERVICES	GA	DOUGHERTY	31706	229-436-2530		South
METROPOLITAN SEWER DISTRICT	KY	JEFFERSON	40201	502-540-6000		South
METROPOLITAN TRANSPORTATION AUTHORITY	NY	NEW YORK	10017-3739	212-878-0174		South
MG WEST FACILITIES SERVICES	CA	SAN FRANCI	94120	415-284-4831		South
MHF EVANSTON V LLC C/O L&D PURCHASING	NY	PUTNAM	10512	845-282-8946		South
MHG TAMPA AVION PARK HN LP	GA	DEKALB	30340	678-672-4706		South
MHG TOWER LLC	GA	DEKALB	30340	678-672-4706		South
MICHAEL F LUTHER & ASSOCIATES	NC	GUILFORD	27265	336-885-1496		South
MICHELE RANKIN	TX	TRAVIS	78756	512-810-9785		South
MICHIGAN OFFICE ENVIRONMENTS	MI	KALAMAZOO	49007	269-343-0630		South
MID CITY INTERIORS INC	IL	WINNEBAGO	61111	815-633-6789		South
MID SOUTH BUSINESS FURNITURE	TN	DAVIDSON	37204	615-297-5654		South
MIDCITY OFFICE EQUIPMENT	NY	ERIE	14214	716-832-0138		South

MIDDLE COUNTRY CSD BUSINESS OFFICE	NY	SUFFOLK	11720	631-285-8066		South
MIDDLE COUNTRY LIBRARY	NY	SUFFOLK	11720	631-585-9393		South
MIDDLE FLINT BHC	GA	SUMTER	31709	229-931-4435		South
MIDDLE GEORGIA COLLEGE	GA	BLECKLEY	31014	478-934-3004		South
MIDDLE GEORGIA STATE COLLEGE FACILITIES DEPT	GA	BIBB	31206	478-471-5373		South
MIDDLESEX COUNTY UTILITIES AUTHORITY	NJ	MIDDLESEX	08872	732-721-3800		South
MIDLAND COUNTY ACCOUNTS PAYABLE	TX	MIDLAND	79702			South
MID-TENNESSEE OFFICE EQUIPMENT	TN	SMITH	37030	615-735-9435		South
MIDWEST OFFICE INC	UT	SALT LAKE	84101	801-359-7681		South
MIDWEST OFFICE INTERIORS	IL	DUPAGE	60517	630-850-8700	Yes	South
MIDWEST OFFICE SUPPLY LLC	IL	SANGAMON	62705	573-364-2485		South
MIKE RYAN INTERIORS	VA	FAIRFAX	22102	202-288-4449		South
MILES BARRY CONTRACT FURNITURE INC	CA	SAN MATEO	94044	650-359-5611		South
MILES TREASTER & ASSOCIATES	CA	SACRAMENTO	95811-7149	916-373-1800	Yes	South
MILES TREASTER & ASSOCIATES	CA	SACRAMENTO	95811	916-313-1800	Yes	South
MILITARY AFFAIRS DEPT	NM	SANTA FE	87508	505-347-3581		South
MILITARY DEPARTMENT	AL	MONTGOMERY	36109	334-271-7406		South
MILL DISTRIBUTORS	OH	PORTAGE	44202	330-995-9200		South
MILLBROOK LIBRARY	NY	DUTCHESS	12545	845-677-3611		South
MILLBURN TOWNSHIP PUBLIC SCHOOLS	NJ	ESSEX	07041	973-376-3600		South
MILLCREEK TWP SCHOOL DISTRICT	PA	ERIE	16506	814-835-5673		South
MILLENNIUM OFFICE SOLUTIONS	NJ	ESSEX	07050	862-579-3226		South
MILLER HUGGINS INC.	IN	MADISON	46016	765-644-4404		South
MILLER ZELL INC	GA	FULTON	30336	404-691-7400		South
MILLERS OF COLUMBIA	SC	RICHLAND	29240	803-254-1656	Yes	South
MILLER'S OF COLUMBIA, INC.	SC	COLUMBIA	29204-1437	803-254-1656	Yes	South
MILLERS OFFICE FURNITURE AND STEEL	AL	CALHOUN	36202	256-237-1641		South
MILLERS SUPPLIES AT WORK INC	VA	FAIRFAX	22122	703-644-2200		South
MILLERSVILLE UNIVERSITY	PA	LANCASTER	17551	717-872-3013		South
MILLINGTON LOCKWOOD INC	NY	ERIE	14225	716-633-5600	Yes	South
MILTON AREA SCHOOL DISTRICT	PA	NORTHUMBER	17847	570-742-7614		South
MILTON TERRY ASSOCIATES INC	NJ	PASSAIC	07438	973-697-7227		South
MINC INTERIOR DESIGN	NC	CUMBERLAND	28301	910-689-0171		South
MINER COLFAX MEDICAL CENTER	NM	COLFAX				South
MINOT AIR FORCE BASE	ND	WARD	58705	701-723-6541		South
MISSCO CONTRACT SALES LLC	MS	RANKIN	39232	601-987-8600		South
MISSILE DEFENSE AGENCY	AL	MADISON	35898	2566-955-134		South
MISSISSIPPI GULF COAST COMMUNITY COLLEGE	MS	STONE	39573	601-928-6226		South
MISSOULA URBAN INDIAN HEALTH CENTER	MT	MISSOULA		406-829-9515		South
MISTER PAPER INC	FL	ALACHUA	32627	352-377-2737		South
MITRE CORPORATION THE	MA	MIDDLESEX	01730	781-271-2000		South
MITSCH DESIGN	IN	HAMILTON	46032	317-573-2222		South
MKIND INC DBA SUMMIT ERGONOMICS	NH	HILLSBOROU	03101	603-629-9995		South
MMP OFFICE INTERIORS INCORPORATED	NS		B3B 1B8	506-452-1333		South
MMS EAST LLC	MO	SAINT LOUI	63045	314-291-2900		South
MOBILE AIRPORT AUTHORITY	AL	MOBILE	36615	251-438-7334		South
MOBILE COUNTY COMMISSION	AL	MOBILE	36633	251-574-8613		South
MOBILE PUBLIC LIBRARY	AL	MOBILE	36602	251-208-7155		South
MOBILI OFFICE LLC	PA	ALLEGHENY	15219	412-281-6090		South
MOD DESIGN	MI	OAKLAND	48034	248-549-2069		South
MODEL HOME INTERIORS INC	MD	HOWARD	21075	443-899-0200		South
MODERN BUSINESS EQUIPMENT INC	GA	RICHMOND	30901-1033	706-724-8700	Yes	South
MODERN BUSINESS EQUIPMENT, INC.	GA	AUGUSTA	30901-1033	706-724-8700	Yes	South
MODERN BUSINESS INTERIORS	MO	SAINT CHAR	63303	636-946-2500		South
MODERN ENVIRONMENTS INC	VA	VIRGINIA B	23454	757-497-9577		South
MODERN OFFICE INTERIORS INC	IL	DUPAGE	60563	630-754-0030		South
MODERN OFFICE INTERIORS INC	MI	OTTAWA	49404	616-997-8608		South
MODERN SPACE-TECHLINE ROCKFORD	IL	WINNEBAGO	61111	815-226-1611		South
MODULAR DESIGNS	TN	WASHINGTON	37615	423-467-0071		South
MODULAR OFFICE ENVIRONMENTS	FL	BROWARD	33311	954-735-1183		South
MODULAR SYSTEMS NETWORK, INC.	CA	EL CAJON	92021-1935	(619) 440-3375	Yes	South
MOFFAT LIBRARY OF WASHINGTONVILLE	NY	ORANGE	10916	845-496-5483		South
MOHAWK VALLEY COMM COLLEGE	NY	ONEIDA	13501-5394	315-792-5427		South
MOI	MD	BALTIMORE	21244	410-265-5600		South
MOI, INC.	MD	BALTIMORE	21244-2634	443-780-2092		South
MOJAVE NATIONAL PRESERVE	CA	SAN BERNAR	92311	619-755-7223		South
MOMENTUM PROCUREMENT GROUP INC	OR	CLACKAMAS	97027	503-597-2007		South
MON VALLEY DEVELOPMENT CO LP	PA	BUTLER	16063	724-452-2114		South
MONCRIEF ARMY COMMUNITY HOSPITAL	SC	RICHLAND	29207	803-751-7749		South
MONMOUTH COUNTY LIBRARY HEADQUARTERS	NJ	MONMOUTH	07726	732-431-7370		South

MONROE 2 ORLEANS BOCES	NY	MONROE	14559	585-352-2400		South
MONROE COUNTY ADMINISTRATIVE CENTER	PA	MONROE	18360	570-517-3159		South
MONROE COUNTY COMMISSIONERS	GA	MONROE	31029	478-994-7000		South
MONROE COUNTY WATER AUTHORITY	NY	MONROE	14610-0999	585-442-2000		South
MONROE FREE LIBRARY	NY	ORANGE	10950	845-783-4411		South
MONTANA OFFICE MACHINES INC DBA J2 BUSINESS PRODUCTS	MT	FLATHEAD	59901	406-752-8520		South
MONTCLAIR STATE UNIVERSITY	NJ	ESSEX	07043	973-655-7663		South
MONTGOMERY COUNTY	MD	MONTGOMERY	20850	240-777-6300		South
MONTGOMERY COUNTY BOARD OF EDUCATION	AL	MONTGOMERY	36101-0176	334-223-6800		South
MONTGOMERY COUNTY COMM COLLEGE	PA	MONTGOMERY	19422	215-641-6536		South
MONTGOMERY COUNTY CORRECTIONAL FACILITY	MD	MONTGOMERY	20841	240-599-6636		South
MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION	MD	MONTGOMERY	20878	210-777-7656		South
MONTGOMERY COUNTY DEPT OF HEALTH & HUMAN SERVICES	MD	MONTGOMERY	20910	240-777-4630		South
MONTGOMERY COUNTY DEPT OF LIQUOR CONTROL	MD	MONTGOMERY	20878	240-777-1904		South
MONTGOMERY COUNTY GOV	MD	MONTGOMERY	20852	000-000-0000		South
MONTGOMERY COUNTY GOVERNMENT	MD	MONTGOMERY	20850			South
MONTGOMERY COUNTY GOVERNMENT	MD	MONTGOMERY	20853	240-777-1167		South
MONTGOMERY COUNTY MARYLAND - BOARD OF ELECTIONS	MD	MONTGOMERY	20879	240-777-8525		South
MONTGOMERY COUNTY OFFICE OF CONSUMER PROTECTION	MD	MONTGOMERY	20850	240-777-3686		South
MONTGOMERY COUNTY PUBLIC LIBRARIES	MD	MONTGOMERY	20850	240-773-3550		South
MONTGOMERY COUNTY SHERIFF'S OFFICE	MD	MONTGOMERY	20850	240-777-7010		South
MONTGOMERY COUNTY TENNESSEE	TN	MONTGOMERY	370414-036	931-648-5720		South
MOON AREA SCHOOL DISTRICT	PA	ALLEGHENY	15108-2597	412-264-9440		South
MOORE DESIGN GROUP	TX	DALLAS	75204	214-651-7100		South
MOORE JUSTICE CENTER	FL	BREVARD	32940	321-633-2172		South
MOORESTOWN TOWNSHIP BOARD OF EDUCATION	NJ	BURLINGTON	08057	856-778-6600		South
MORAN INTERIORS	OH	STARK	44708	330-418-9670		South
MORAVIA CENTRAL SCHOOL	NY	CAYUGA	13118	315-497-2670		South
MORE SPACE PLACE	FL	SARASOTA	34231	941-927-0807		South
MORRIS COUNTY MOTOR SERVICE CENTER	NJ	MORRIS	07927	973-285-6323		South
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY	NJ	MORRIS	07869	973-829-8005		South
MORRISON DESIGN INC	FL	SARASOTA	34236	941-894-6888		South
MOS COLLECTION LLC	PR	MAYAGUEZ	00681-3338	787-265-2525		South
MOSAIC DESIGN STUDIO	OH	FRANKLIN	43215	614-429-6800		South
MOSER CORPORATION	AR	BENTON	72756	479-636-3481		South
MOTEL PLANNING CONCEPTS	CT	FAIRFIELD	06810	203-798-1099		South
MOUNT SINAI BI AP	NY	NEW YORK	10276			South
MOUNT ST. MARY'S HOSPITAL	NY	NIAGARA	14092			South
MOUNTAIN BROOK CITY SCHOOL SYSTEM	AL	JEFFERSON	35213	205-871-4608		South
MOXIE MOD	KY	MCCRACKEN	42001	270-205-5537		South
MS DESIGNS	PA	ALLEGHENY	15106	412-279-1415		South
MSC INDUSTRIAL DIRECT	TN	HAMILTON	37421	423-893-7131		South
MT LEBANON OFFICE EQUIP INC	PA	ALLEGHENY	15216	800-524-7002		South
MT LEBANON SCHOOL DISTRICT	PA	ALLEGHENY	15228	412-344-2099		South
MT SAN ANTONIO COLLEGE	CA	LOS ANGELE	91789	909-274-5554		South
MTA BRIDGE AND TUNNELS	NY	NEW YORK	10004	646-376-0025		South
MTA CAPITAL CONSTRUCTION	NY	NEW YORK	10004	646-252-4654		South
MTA HEADQUARTERS	NY	NEW YORK	10017	646-376-0097		South
MTA OFFICE OF THE INSPECTOR GENERAL	NY	NEW YORK	10121	212-878-0000		South
MUHLENBERG COMMUNITY HOSPITAL	KY	MUHLENBERG	42345	270-338-8267		South
MUHLENBERG SCHOOL DISTRICT	PA	BERKS	19605			South
MULBERRY HOSPITALITY LLC	GA	LOWNDES	31603	770-342-8122		South
MUNCY SCHOOL DISTRICT	PA	LYCOMING	17756	570-546-3125		South
MUNICIPAL AUTHORITY OF BUFFALO TOWNSHIP	PA	BUTLER	16055	724-295-2703		South
MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY	PA	WESTMORELA	15601			South
MUNICIPALITY OF BETHEL PARK	PA	ALLEGHENY	15102	412-831-6800		South
MUNSON BUSINESS INTERIORS INC	KY	JEFFERSON	40206	502-589-1236	Yes	South
MUNSON BUSINESS INTERIORS, INC.	KY	LOUISVILLE	40206-5001	(563)940-9703	Yes	South
MURRAY STATE UNIVERSITY	KY	CALLOWAY	42071	270-809-2703		South
MUSCOGEE COUNTY SCHOOL DISTRICT	GA	MUSCOGEE	31902	706-748-2338		South
MUSE DESIGN INC	NC	COLUMBUS	28472	757-689-3081		South
MY OFFICE PRODUCTS	TN	RUTHERFORD	37086	615-507-3521		South
MYOFFICEDESIGN.COM LLC	OH	SHELBY	45365	937-489-1467		South
N & N OFFICE FURNITURE	FL	MARION	34470	352-624-3370		South
N GEORGIA COLLEGE & ST UNIV	GA	LUMPKIN	30697	706-864-1856		South
N J I T	NJ	ESSEX	07102	973-596-3163		South
N.I. SYSTEMS INC	NY	WESTCHESTE	10708	914-337-1686		South
N3B LLC	NM	LOS ALAMOS	87544	505-551-2909		South
NAMOU HOTEL GROUP	MI	OAKLAND	48034	248-281-4168		South
NANUET PUBLIC LIBRARY	NY	ROCKLAND	10954	845-623-4281		South

NAS JRB CREDIT UNION	LA	ORLEANS	707143	504-678-3563		South
NASA	FL	BREVARD	32899			South
NASA	TX	HARRIS	77058	281-483-4516		South
NASA GLENN RESEARCH CENTER	OH	CUYAHOGA	44135	216-433-5550		South
NASA HEADQUARTERS	DC	DISTRICT O	20546	202-358-1252		South
NASA SHARED SERVICES CENTER NSSC	MS	HANCOCK	39529	877-677-2123		South
NASCENTIA HEALTH	NY	ONONDAGA	13204	315-477-4663		South
NASHVILLE OFFICE INTERIORS	TN	DAVIDSON	37203	615-329-1811		South
NASSAU COMMUNITY COLLEGE	NY	NASSAU	11530-6793	516-572-7694		South
NASSAU COUNTY DIV OF FACILITIES MANAGEMENT	NY		11554	516-571-4200		South
NASSAU COUNTY PUBLIC WORKS	NY	NASSAU	11590	516-571-6433		South
NASSAU UNIVERSITY MEDICAL CENTER	NY	NASSAU	11554	516-572-5810		South
NATASHA SALYARS	IA	DALLAS				South
NATIONAL ARCHIVES AND RECORDS ADMINISTRATIONS	MO	SAINT LOUI	63138	314-801-9169		South
NATIONAL BUSINESS FURNITURE	WI	MILWAUKEE	53203	414-276-8511		South
NATIONAL BUSINESS FURNITURE, LLC	WI	MILWAUKEE	53214-3109	414-276-8511		South
NATIONAL CAPITAL PLANNING COMMISSION	DC	DISTRICT O	20004	202-482-7250		South
NATIONAL CHURCH PURCHASING GROUP, INC	VA	HANOVER	23111	804-730-9144		South
NATIONAL CTR MISSING & EXP CHILDREN	VA	ALEXANDRIA	22314-3175	703-778-6470		South
NATIONAL GEOSPATIAL INTELLIGENCE AGENCY	VA	FAIRFAX	22150	571-557-6117		South
NATIONAL HIGHWAY TRAFFIC SAFETY ADMIN	MD	BALTIMORE	21201	410-962-0090		South
NATIONAL INSTITUTE OF HEALTH	MD	MONTGOMERY	20892	301-451-6772		South
NATIONAL INSTITUTE ON AGING/NIH	MD	BALTIMORE	21224			South
NATIONAL INTERAGENCY FIRE CENTER	ID	ADA	83705	208-387-5536		South
NATIONAL LABOR REL BOARD FIN OFF	DC	DISTRICT O	20570	202-273-4230		South
NATIONAL MARROW DONOR PROGRAM	MN	HENNEPIN	55413	612-627-8182		South
NATIONAL OFFICE PRODUCTS & PRINTING INC	MI	CHIPPEWA	49783	906-632-3095		South
NATIONAL OFFICE SERVICES INC	OH	CUYAHOGA	44142	216-898-0080		South
NATIONAL OFFICE SUPPLIERS	KY	FAYETTE	40505-4290	859-278-5454		South
NATIONAL OFFICE SYSTEMS	GA	CHATHAM	31401	912-238-0539		South
NATIONAL PREMIER PARTNERS INC	MA	MIDDLESEX	02464	617-651-0102		South
NATIONAL RECONNAISSANCE OFFICE	VA	FAIRFAX	20151	703-808-2977		South
NATIONAL RENEWABLE ENERGY LABORATORY	CO	JEFFERSON	80401	303-384-6453		South
NATIVE VILLAGE OF EKLUTNA	AK	ANCHORAGE	99567	907-688-6020		South
NAVAJO OFFICE PRODUCTS	TX	POTTER	79101	806-331-1658		South
NAVAJO TECHNICAL UNIVERSITY	NM	MCKINLEY	87313	505-786-4184		South
NAVAL MEDICAL CENTER	CA	SAN DIEGO	92134	619-532-8104		South
NAVAL MEDICAL LOGISTICS COMMAND	MD	FREDERICK	21072	301-619-8555		South
NAVAL METEOROLOGY AND OCEANOGRAPHY	MS	HANCOCK	39529	228-688-5994		South
NAVAL RESEARCH LAB	DC	DISTRICT O	20375	202-767-2897		South
NAVAL SURFACE WAREFARE CENTER CRANE DIV	IN	MARTIN	47522	812-854-6636		South
NAVAL SURFACE WARFARE CENTER	MD	MONTGOMERY	20817	301-227-1667		South
NAVIGATING BUSINESS SUPPLY	MI	OAKLAND	48083	248-823-5400		South
NAVRATS INC	KS	LYON	66801	620-342-2092		South
NAVY EXCHANGE SERVICE COMMAND	VA	CHESAPEAKE	23320	757-631-3500		South
NAVY INSTALLATIONS COMMAND, COMMANDER	TN	SHELBY	38055	901-874-5111		South
NAVY SEAL FOUNDATION	VA	NORFOLK CI	23459	757-363-7490		South
NAZARETH CCD	NY	ERIE	14201	716-923-4857		South
NAZARETH COLLEGE	NY	MONROE	14618	585-389-2525		South
NC STUDIO	FL	MIAMI-DADE	33127	305-576-6888		South
NCCA	FL	SARASOTA	34240	941-388-6868		South
NCCC	NY	NIAGARA	14132	716-614-6438		South
NCH HEALTHCARE SYSTEM	FL	COLLIER	34101-3001	239-513-7605		South
NCITE INC	CA	ORANGE	92660	949-734-6400		South
NECHES HH EXTENDED STAY LLC	TX	DALLAS	75006	469-647-3647		South
NEECE OFFICE EQUIPMENT INC	IL	ADAMS	62305	217-223-4421		South
NEESER CONSTRUCTION INC	AK	ANCHORAGE	99503	907-276-1058		South
NEEYAR DISTRIBUTORS	NY	ROCKLAND	10952	718-599-7450		South
NELLO WALL SYSTEMS, INC.	MD	ELKRIDGE	21075-5844	(410)579-8533	Yes	South
NELSON INTERIORS LLC	TX	BEXAR	78238	210-684-2624		South
NEPTUNE FIRE DISTRICT # 4	NJ	MONMOUTH	07754-0457	732-988-9096		South
NEUTRAL POSTURE INC	TX	BRAZOS	77803	979-778-0502	Yes	South
NEUTRAL POSTURE, INC.	TX	BRYAN	77803-0555	1-800-446-3746 EXT	Yes	South
NEVERS INDUSTRIES	MN	HENNEPIN	55447	763-553-1632		South
NEW AMERICA SCHOOL	NM	BERNALILLO	87105			South
NEW BRIGHTON AREA SCHOOL DIST	PA	BEAVER	15066	724-843-1795		South
NEW CASTLE AREA SCHOOL DISTRICT	PA	LAWRENCE	16101	724-656-4771		South
NEW COLLEGE	FL	SARASOTA	34243	941-487-4496		South
NEW DAY OFFICE PRODUCTS & FURNISHINGS	VA	SUFFOLK CI	23435	757-398-0718		South
NEW DAY OFFICE PRODUCTS & FURNISHINGS, INC.	VA	SUFFOLK	23435-2764	757-398-0718		South

NEW EDGE INTERIORS	FL	POLK	33880	863-324-7583	South
NEW ENGLAND DESIGN ASSOC	MA	WORCESTER	01609	508-792-3000	South
NEW ENGLAND WOODCRAFT	VT	RUTLAND	05745	802-247-8211	South
NEW HAMPSHIRE JOB CORPS CENTER	NH	HILLSBOROU	03102	978-877-8999	South
NEW HORIZONS HOSPITALITY	TX	HARRIS	77003	281-660-9005	South
NEW HORIZONS OFFICE INTERIORS	KY	JEFFERSON	40213	502-636-4104	South
NEW JERSEY CITY UNIVERSITY ACCOUNTS PAYABLE	NJ	HUDSON	07305		South
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY	NJ	MIDDLESEX	08540	609-987-0880	South
NEW JERSEY STATE LIBRARY	NJ	MERCER	08625	609-278-2640	South
NEW MEXICO BOARD OF BAR EXAMINERS	NM	BERNALILLO	87102	505-271-9706	South
NEW MEXICO BOARD OF PHARMACY	NM	BERNALILLO	87113	505-222-9843	South
NEW MEXICO DEPARTMENT OF HEALTH	NM	SANTA FE	87504	505-476-8835	South
NEW MEXICO ENVIRONMENT DEPT	NM	SANTA FE	87505	505-476-3718	South
NEW MEXICO INSTITUTE OF MINING &TECH	NM	SOCORRO	87801	505-835-5886	South
NEW MEXICO JUNIOR COLLEGE	NM	LEA	88240	575-492-2661	South
NEW MEXICO MILITARY INSTITUTE	NM	CHAVES	88201	575-624-8082	South
NEW MEXICO OFFICE FURNITURE, INC.	NM	ALBUQUERQUE	87113-1934	505-888-4400	South
NEW MEXICO STATE UNIVERSITY	NM	DONA ANA	88003	575-646-1189	South
NEW MEXICO STATE UNIVERSITY CES	NM	BERNALILLO	87107	505-243-1545	South
NEW ORLEANS HOTEL EQUITY LLC	CO	BOULDER	80027	303-996-8128	South
NEW PARADIGM INTERIORS	MO	SAINT LOUI	63026	636-717-0045	South
NEW RIVER OFFICE SUPPLY INC	VA	MONTGOMERY	24060	540-552-6611	South
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT	IL	COOK	60093	847-446-7000	South
NEW YORK CITY DEPT OF SOCIAL SERVICES	NY	BRONX	10459		South
NEW YORK COUNTY CLERK	NY	NEW YORK	10007	646-386-5950	South
NEW YORK COUNTY FAMILY COURT	NY	NEW YORK	10013	646-386-5180	South
NEW YORK INSTITUTE OF TECHNOLOGY	NY	NASSAU	11568	516-686-7512	South
NEW YORK POWER AUTHORITY	NY	WESTCHESTE	10602	914-287-3397	South
NEW YORK PROSECUTORS TRAINING INSTITUTE	NY	ALBANY	12210		South
NEW YORK SCHOOL FOR THE DEAF	NY	WESTCHESTE	10603	914-481-8237	South
NEW YORK STATE OFFICE OF PARKS	NY	SARATOGA	12866	518-584-2000	South
NEW YORK STATE POLICE	NY	ALBANY	12226	518-457-6621	South
NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS	NJ	ESSEX	07105	973-491-8399	South
NEWARK HOUSING AUTHORITY ACCOUNTS PAYABLE DEPT	NJ	ESSEX	07102	973-273-6000	South
NEWARK WAYNE COMMUNITY HOSPITAL	NY	MONROE	14610-0759	585-922-1774	South
NEWPORT HOSPITALITY GROUP	VA	JAMES CITY	23188	860-941-5722	South
NEWPORT RAMSEY LLC DBA FAIRFIELD INN AND SUITES	VA	JAMES CITY	23188	757-221-6825	South
NEWSPACE INC	MO	ST. LOUIS	63114	314-423-3200	South
NEWTON SEATING COMPANY INC	FL	DUVAL	32203	904-355-2080	South
NEWTOWN OFFICE SUPPLY	PA	BUCKS	18940	215-860-1717	South
NEXAGEN NETWORKS	MD	HARFORD	21001	410-306-6165	South
NEXCOM	VA	VIRGINIA B	23452	757-235-4554	South
NEXTGEN FURNITURE INC	PA	MONTGOMERY	19034	215-259-5300	South
NEXUS OFFICE ENVIRONMENTS, INC	CA	LOS ANGELE	91740	626-470-7826	South
NFUSION DESIGN STUDIO LLC	TN	SUMNER	37066	615-850-5530	South
NGC GROUP INC	NE	LANCASTER	68508	402-261-5489	South
NIAGARA UNIVERSITY	NY	NIAGARA	14109-1937	716-286-8361	South
NIAGARA WHEATFIELD CSD	NY	NIAGARA	14132	716-215-3024	South
NIAGRA FALLS BRIDGE COMMISSION	NY	NIAGARA	14092		South
NICKERSON CORPORATION	NY	SUFFOLK	11706	631-666-0200	South
NIH	MD	MONTGOMERY	20892	301-496-6088	South
NIH NIDCR	MD	MONTGOMERY	20892	301-402-4530	South
NIH/NIAID	MD	MONTGOMERY	20852	240-669-5099	South
NIH/NIAID	MD	MONTGOMERY	20892	301-669-5442	South
NIH-NIDDK	MD	MONTGOMERY	20892	240-688-9072	South
NIKASA DESIGN, INC	TX	MCLENNAN	76643	254-235-0797	South
NINILCHIK TRADITIONAL COUNCIL	AK	KENAI PENI	99639	907-567-3313	South
NIOSH / DSHEFS / MEO	OH	HAMILTON	45226	513-841-4479	South
NIPA BHATT	CA	SANTA CLAR	95128		South
NIST	MD	MONTGOMERY	20899-1640		South
NIST	MD	MONTGOMERY	20899	301-975-6418	South
NJ SCHOOLS DEVELOPMENT AUTHORITY	NJ	MERCER	08625	609-943-5955	South
NJ STATE PAROLE BOARD	NJ	MERCER	08625		South
NM AIR NATIONAL GUARD	NM			999-999-9999	South
NM BOARD OF BAR EXAMINERS	NM	BERNALILLO	87108	505-271-9706	South
NM DOT	NM	BERNALILLO	87199	505-798-6707	South
NM GAMING CONTROL BOARD	NM	BERNALILLO	87113		South
NM PORTFOLIO, LLC	NM	SANTA FE	87501	505-424-9081	South
NMDOT RESEARCH BUREAU	NM	BERNALILLO	87199	505-798-6733	South
NOAA	MD	MONTGOMERY	20906	999-999-9999	South

NOAA	SD	MINNEHAHA	51074	605-330-4247	South
NOAA CTR FOR WEATHER & CLIMATE PREDICTION	MD	PRINCE GEO	20740	301-768-8127	South
NOAA FACILITY ACQ MG	MD	MONTGOMERY	20910	301-628-0919	South
NORBYS WORK PERKS	ND	GRAND FORK	58201	701-746-9441	South
NORRIS DESIGN LLC	TN	CAMPBELL	37714	469-223-5774	South
NORTH CAROLINA CENTRAL UNIVERSITY	NC	DURHAM	27707	919-530-6360	South
NORTH CENTRAL BRONX HOSPITAL	NY	BRONX	10461	212-323-3602	South
NORTH COLONIE CENTRAL SCHOOL DIST	NY	ALBANY	12110-5349	518-785-8591	South
NORTH COUNTRY FAMILY HEALTH CENTER	NY	JEFFERSON	13637	315-782-2628	South
NORTH COUNTRY FAMILY HEALTH CENTER, INC.	NY	JEFFERSON	13601	315-782-9450	South
NORTH GEORGIA MOUNTAIN AUTHORITY	GA	DEKALB	30340	678-672-4732	South
NORTH GEORGIA TECHNICAL COLLEGE	GA	HABERSHAM	30523	706-754-7704	South
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	CA	ORANGE	92801-1819	714-808-4741	South
NORTH SOUND INDUSTRIES	WA	KING	98072	425-398-8952	South
NORTH THURSTON PUBLIC SCHOOLS	WA	THURSTON	98516-5390	360-412-4433	South
NORTHAMPTON BOROUGH MUNICIPAL	PA	NORTHAMPTO	18067	610-262-6711	South
NORTHAMPTON COMMUNITY COLLEGE	PA	NORTHAMPTO	18020	610-861-5402	South
NORTHAMPTON TOWNSHIP	PA	BUCKS	18954	215-357-6800	South
NORTHEAST BUSINESS INTERIORS	OH	STARK	44646	330-353-4430	South
NORTHEASTERN TRIBAL HEALTH SYSTEM	OK	OTTAWA	74355	918-542-1655	South
NORTHERN ADIRONDACK CENTRAL SCHOOL	NY	CLINTON	12935	518-594-3986	South
NORTHERN BUSINESS PRODUCTS	MN	SAINT LOUI	55806	218-726-0167	South
NORTHERN INTERIORS INC DBA MICHAELS OFFICE FURNISHINGS	CA	SHASTA	96003	530-221-3310	South
NORTHERN PENNSYLVANIA REGIONAL COLLEGE	PA	WARREN	16365	814-230-9010	South
NORTHERN QUEST RESORT & CASINO	WA	SPOKANE	99001		South
NORTHERN VALLEY INDIAN HEALTH, INC.	CA	GLENN	95988		South
NORTHERN VIRGINIA CRIMINAL JUSTICE	VA	LOUDOUN	20147-2600	703-729-4299	South
NORTHERN VIRGINIA CRIMINAL JUSTICE ACADEMY	VA	LOUDOUN	20147	703-729-4299	South
NORTHPORT-E NORTHPORT UFSD	NY	SUFFOLK	11768	631-262-6640	South
NORTHWEST FLORIDA STATE COLLEGE	FL	OKALOOSA	32578	850-729-5361	South
NORTHWEST MODULAR SYSTEM FURNITURE	WA	KING	98188	253-395-2504	South
NORTHWEST SHOALS COMMUNITY COLLEGE	AL	COLBERT	35662	256-331-5272	South
NORTHWESTERN COMMUNITY SERVICES	VA	WARREN	22630	5470-662-182	South
NORTHWESTERN COMMUNITY SERVICES	VA	FREDERICK	22602	540-667-8888	South
NORTHWESTERN LEHIGH SCHOOL DIS	PA	LEHIGH	18066	610-298-8661	South
NORTON SOUND HEALTH CORPORATION	AK	NOME	99762-0966	907-443-9691	South
NORVA NIVEL	TX	DALLAS	75243	972-685-6223	South
NORWICH YONKERS LLC C/O TRUE NORTH HOTEL GROUP	CO	BOULDER	80027	303-996-8132	South
NORWIN SCHOOL DISTRICT	PA	WESTMORELA	15642	724-861-3033	South
NOTTAWASEPPI HURON BAND POTAWA	MI	CALHOUN	49052	269-729-5151	South
NOVA CONTRACT INTERIORS	WA	SPOKANE	99208	509-327-3066	South
NTL CTR FOR MISSING & EXPLOITED CHILDREN	VA	ALEXANDRIA	22314	703-224-2150	South
NW OFFICE INTERIORS	OR	CLACKAMAS	97222	503-785-1515	South
NXVET, LLC	VA	WOODBRIDGE	22192-5717	571-358-6198	South
NYACK COLLEGE	NY	ROCKLAND	10960		South
NYC CRIMINAL COURT QUEENS CO	NY	QUEENS	11101	718-298-0510	South
NYC DEPT OF HEALTH & MENTAL HYGIENE	NY	QUEENS	11101	347-396-6435	South
NYC DEPT OF SOCIAL SERVICES	NY	NEW YORK	10007	929-221-5899	South
NYC LANDMARKS PRESERVATION COMMISSION	NY	NEW YORK	10007	212-669-7700	South
NYC POLICE PENSION FUND	NY	NEW YORK	10279	212-693-5069	South
NYC SCHOOL CONSTRUCTION AUTHORITY	NY	QUEENS	11101		South
NYC TAXI AND LIMOUSINE COMMISSION	NY	NEW YORK	10004	212-676-1172	South
NYCHA - FORDHAM	NY	NEW YORK	10104		South
NYS ASSEMBLY	NY	ALBANY	12248	518-455-4002	South
NYS COURT OF CLAIMS	NY	ALBANY	12223	518-432-3441	South
NYS DEPT OF STATE	NY	ALBANY	12231	518-473-3671	South
NYS DIVISION OF CRIMINAL JUSTICE SERVICES	NY	ALBANY	12210	518-485-7629	South
NYS DIVISION OF THE BUDGET	NY	ALBANY	12224	518-474-7423	South
NYS EDUCATION DEPT	NY	ALBANY	12224	518-486-2301	South
NYS LEGISLATIVE BILL DRAFTING COMM	NY	ALBANY	12210	518-455-7602	South
NYS OFFICE OF COURT ADMINISTRATION	NY	NEW YORK	10004	212-428-2865	South
NYS OFFICE OF MENTAL HEALTH	NY	ALBANY	12226	518-473-0506	South
NYS OGS	NY	ALBANY	12226	518-549-0215	South
NYS OMH	NY	ALBANY	102232	585-241-1927	South
NYS OMH	NY	ALBANY	12208	518-474-5432	South
NYS OMH	NY	ALBANY	12232	607-737-4868	South
NYS PARKS RECREATION AND HISTORIC PRESERVATION	NY	ALBANY	12226	518-292-2346	South
NYS TEACHERS RETIREMENT SYSTEM	NY	ALBANY	12211		South
NYS UNIFIED COURT SYSTEM	NY	SARATOGA	12866	518-285-5060	South
NYSP	NY	ALBANY	12226	518-457-9868	South

NYU LANGONE MEDICAL CENTER	NY	NEW YORK	10016	212-404-4200		South
OAI FURNITURE SOLUTIONS AND SERVICES	VA	PRINCE WIL	20169	703-754-3252		South
OAK RIDGE ASSOCIATED UNIV	TN	ANDERSON	37831	865-241-6514		South
OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT	NY	GENESEE	14125	585-948-5211		South
OAKLAND COMMUNITY COLLEGE	MI	OAKLAND	48304	248-341-2080		South
OASAM BRANCH OF INVOICE PAYMENTS	DC	DISTRICT O	20210	202-693-4590		South
OBJEKTS LLC	WA	KING	98121	206-267-1597		South
OCA 4TH DISTRICT	NY	SARATOGA	12866	518-285-5099		South
OCC ANCILLARY	CA	ORANGE	92626			South
OCEAN COUNTY COLLEGE	NJ	OCEAN	08754	732-255-0400		South
OCSA	CA	ORANGE	92701	714-560-0900		South
OCYF BUR OF BUDGET	PA	DAUPHIN	17120	717-705-2913		South
ODOT - TLC	OR	MARION	97302	503-986-3767		South
OEC BUSINESS INTERIORS	FL	ALACHUA	32606	352-332-1192		South
OEC BUSINESS INTERIORS	IL	DUPAGE	60126-1014	630-589-5500		South
OFCO INC	TX	TARRANT	76104	817-877-0708		South
OFDC COMMERCIAL INTERIORS	FL	MANATEE	33966	239-337-1212		South
OFFICE & ERGONOMIC SOLUTIONS INC	CA	SAN BERNAR	91730	909-646-9870		South
OFFICE 1010	IN	MARION	46268	317-912-4470		South
OFFICE 11	CA	SAN DIEGO	92028	949-981-8312		South
OFFICE 360 INC	IN	MARION	46278	317-632-1360		South
OFFICE AND INDUSTRIAL SPECIALISTS INC	KY	JEFFERSON	40214	502-361-1818		South
OFFICE BASICS INC	PA	DELAWARE	19061	610-471-1000		South
OFFICE BOY LTD	TX	DALLAS	75220	214-357-9111		South
OFFICE CITY EXPRESS	OH	DELAWARE	43015	740-363-1765		South
OFFICE CONCEPTS LTD	IA	BLACK HAWK	50704	319-234-1221		South
OFFICE COORDINATORS INC	TN	HAMILTON	37408	423-756-4531		South
OFFICE CREATIONS INC	GA	GWINNETT	30024	678-714-7474		South
OFFICE DEPOT	TX	EL PASO	79998	855-427-4636		South
OFFICE DESIGN & FURNISHINGS, LLC	MI	YPSILANTI	48197-5424	734.217.2717	Yes	South
OFFICE DESIGN & INTERIORS INC	CA	SANTA CLAR	95030	408-500-6870		South
OFFICE DESIGN AND FURNISHINGS	MI	WASHTENAW	48197	734-217-2717	Yes	South
OFFICE DESIGN CONCEPTS, L.L.C.	TX	HOUSTON	77043-2226	7138493611	Yes	South
OFFICE DESIGN GROUP	CA	ORANGE	92618	949-215-5557	Yes	South
OFFICE DESIGN GROUP, INC.	CA	IRVINE	92618-2508	9492155557	Yes	South
OFFICE DESIGN SOLUTIONS	GA	HENRY	30252	404-937-4069	Yes	South
OFFICE DESIGN SOLUTIONS	PR		00745	787-998-8902		South
OFFICE DESIGN SOLUTIONS, LLC	GA	MCDONOUGH	30252-2986	4045977683	Yes	South
OFFICE DIMENSIONS INC	FL	MIAMI-DADE	33076	305-576-7550		South
OFFICE DR.COM	FL	HERNANDO	34604	856-368-9085		South
OFFICE ELEMENTS	IA	WOODBURY	51101-1904	712-255-0181		South
OFFICE ELEMENTS INC	FL	PALM BEACH	33487	954-782-1855		South
OFFICE ENVIRONMENT COMPANY	KY	JEFFERSON	40203	502-585-5161		South
OFFICE ENVIRONMENT SPECIAL INC	MN	WASHINGTON	55082	612-741-3035		South
OFFICE ENVIRONMENTS & SERVICES	FL	DUVAL	32207-2923	904-398-9761		South
OFFICE ENVIRONMENTS INC	AL	JEFFERSON	35219	205-930-0238	Yes	South
OFFICE ENVIRONMENTS INC	MS	HINDS	39201	601-355-0313		South
OFFICE ENVIRONMENTS INC	NC	MECKLENBUR	28241	704-714-7259		South
OFFICE ENVIRONMENTS INC	PA	BUCKS	19007	267-553-1000		South
OFFICE ENVIRONMENTS INTERNATIONAL (VA)	VA	ARLINGTON	22206	703-578-1600		South
OFFICE ENVIRONMENTS INTERNATIONAL, INC.	VA	ARLINGTON	22206-2267	703-963-1725		South
OFFICE ENVIRONMENTS- VT	VT	CHITTENDEN	05403	802-864-3000		South
OFFICE ENVIRONMENTS, INC.	AL	BIRMINGHAM	35203-3137	2054438300	Yes	South
OFFICE ENVIRONMENTS, INC.	PA	BRISTOL	19007-1521	267-553-1000		South
OFFICE EQUIPMENT CO (MT)	MT	HILL	59501	406-265-9611	Yes	South
OFFICE EQUIPMENT CO OF MOBILE	AL	MOBILE	36616	251-471-3368		South
OFFICE EXPRESS	MI	LIVINGSTON	48843	517-546-2958		South
OFFICE EXPRESS	MI	OAKLAND	48083	877-795-2600		South
OFFICE EXPRESS SUPPLIES INC	FL	MIAMI-DADE	33014	305-528-1872		South
OFFICE EXPRESS UP INC	MI	HOUGHTON	49931	906-487-9752		South
OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES	NY	SCHENECTAD	12304	518-370-7331		South
OFFICE FURNITURE & RELATED SVC INC	TN	DAVIDSON	37213	615-244-0117		South
OFFICE FURNITURE 4 LESS LLC	FL	MARION	34471	352-351-1548		South
OFFICE FURNITURE 911, INC.	FL	HILLSBOROU	33602	727-453-8936		South
OFFICE FURNITURE BARN INC	PA	MONTGOMERY	19090	215-646-1255		South
OFFICE FURNITURE CENTER	FL	HILLSBOROU	33606	813-254-7253		South
OFFICE FURNITURE CONCEPTS	NC	WILKES	28697	336-973-7008		South
OFFICE FURNITURE CONCEPTS LLC	TN	MAURY	38401	615-942-5084		South
OFFICE FURNITURE CONCEPTS LP	TX	BELL	76501	817-487-8439		South
OFFICE FURNITURE CONNECTION	MD	ANNE ARUND	21108	301-261-3036		South

OFFICE FURNITURE DEPOT	FL	POLK	33805	863-682-3450		South
OFFICE FURNITURE EXPO	GA	DEKALB	30340	770-455-0440		South
OFFICE FURNITURE GROUP	CA	ORANGE	92612	949-769-6400		South
OFFICE FURNITURE HEAVEN	NY	NEW YORK	10001	212-989-8600		South
OFFICE FURNITURE INC (OFI)	CT	HARTFORD	06111	860-666-3357		South
OFFICE FURNITURE INTERIORS INC	TX	BEXAR		210-444-1376		South
OFFICE FURNITURE NOW	TX	TRAVIS	78745	512-448-3769		South
OFFICE FURNITURE OUTFITTERS LLC	TN	KNOX	37916	865-524-3003		South
OFFICE FURNITURE OUTLET - CA	CA	SAN DIEGO	92142-1252	858-271-9700		South
OFFICE FURNITURE PLUS	PA	DELAWARE	19043	610-497-9120		South
OFFICE FURNITURE SERVICE	NY	NEW YORK	10018	718-567-7400		South
OFFICE FURNITURE SOLUTIONS	MS	HARRISON	39507	228-864-3379		South
OFFICE FURNITURE SOLUTIONS	WA	PIERCE	98373	253-330-3867		South
OFFICE FURNITURE SOLUTIONS INC	MI	OAKLAND	48390	248-668-0077		South
OFFICE FURNITURE SOLUTIONS LLC	UT	SALT LAKE	84117	801-974-1970		South
OFFICE FURNITURE SOLUTIONS OF FLORIDA	FL	BROWARD	33064-1533	954-973-7997		South
OFFICE FURNITURE SOURCE	OH	HAMILTON	45241	513-531-0900		South
OFFICE FURNITURE SOURCE LLC	TX	DALLAS	75244	972-242-1700		South
OFFICE FURNITURE TEAM	TX	DALLAS	75001	972-503-8326		South
OFFICE FURNITURE WAREHOUSE	NY	SUFFOLK	11749	631-582-5388		South
OFFICE FURNITURE WAREHOUSE	OH	CUYAHOGA	44103	216-431-2700		South
OFFICE FURNITURE WAREHOUSE	PA	ALLEGHENY	15235	412-331-6711		South
OFFICE FURNITURE WAREHOUSE INC	FL	BROWARD	33069	954-968-4700		South
OFFICE FURNITURE WAREHOUSE LLC	TN	HAMILTON	37406	423-790-1376		South
OFFICE GALLERY INTERNATIONAL	MA	NORFOLK	02062	781-762-3733		South
OFFICE IMAGES INC - MD	MD	MONTGOMERY	20855	301-921-0900	Yes	South
OFFICE IMAGES INC GA	GA	FULTON	30076	678-325-3252		South
OFFICE IMAGES, INC.	MD	DERWOOD	20855-7703	240-283-1253	Yes	South
OFFICE INNOVATIONS	MS	MADISON	39110	601-664-1850		South
OFFICE INNOVATIONS INC	NC	STANLY	28127	704-985-1969		South
OFFICE INSTALLATION SERVICES	IN	MARION	46220	317-288-5047		South
OFFICE INTERIORS	OK	OKLAHOMA	73102	405-604-9080		South
OFFICE INTERIORS & DESIGN	NE	LANCASTER	68510	402-484-7500		South
OFFICE INTERIORS & STORAGE SOLUTIONS OF OKC	TX	TAYLOR	79604	405-241-5177		South
OFFICE INTERIORS & SUPPLIES	WA	SNOHOMISH	98203	425-355-3500		South
OFFICE INTERIORS BY OSCO INC	AL	MORGAN	35601	256-340-5100		South
OFFICE INTERIORS INC	GA	FULTON	30303	770-804-1589		South
OFFICE INTERIORS INC	IN	ST JOSEPH	46530	574-277-3400		South
OFFICE INTERIORS OF MEMPHIS	TN	SHELBY	38133	901-372-0023		South
OFFICE LIQUIDATION INC	FL	ORANGE	32805	407-447-6453		South
OFFICE LIQUIDATORS	CO	JEFFERSON	80215	303-741-6022		South
OFFICE MACHINE SALES & SVC	MN	RAMSEY	55126	651-482-1331		South
OFFICE OF ADMIN TRIALS & HEARINGS	NY	NEW YORK	10007	212-440-5476		South
OFFICE OF ATTORNEY	PA			717-783-6343		South
OFFICE OF CONSUMER ADVOCATE	PA	DAUPHIN	17101-1923	717-780-4527		South
OFFICE OF CUBA BROADCASTING	FL	MIAMI-DADE	33166	305-815-8562		South
OFFICE OF INVESTIGATIVE TECHNOLOGY	VA	FAIRFAX	22079			South
OFFICE OF LEGISLATIVE SERVICES	NJ	MERCER	08625	609-847-3351		South
OFFICE OF MENTAL HEALTH	NY	NEW YORK	10032	646-774-5000		South
OFFICE OF NAVAL INTELLIGENCE	DC	DISTRICT O	20395	240-857-5189		South
OFFICE OF SURFACE MINING	PA	ALLEGHENY	15220	412-937-2167		South
OFFICE OF THE ATTORNEY GENERAL	FL	LEON	32301	850-414-3418		South
OFFICE OF THE PUBLIC DEFENDER	PA	LANCASTER	17603	717-299-8356		South
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION	DC	DISTRICT O	20002			South
OFFICE ONE FURNITURE & SERVICES INC	OH	CUYAHOGA	44125	216-901-1681		South
OFFICE OUTFITTERS & PLANNERS INC	CO	MESA	81501	970-245-6300		South
OFFICE PARTNERS INC	AL	JEFFERSON	35235	205-655-8888	Yes	South
OFFICE PARTNERS, INC.	AL	ODENVILLE	35120	215-696-2072	Yes	South
OFFICE PAVILION - TX	TX	HARRIS	77040	713-803-0000		South
OFFICE PAVILION/CONTRACT FURNISHERS OF HI	HI	HONOLULU	96813	808-599-2411		South
OFFICE PEEPS INC.	SD	CODINGTON	57201	605-886-6488		South
OFFICE PLACE LLC	FL	VOLUSIA	32117	386-366-7206		South
OFFICE PRODUCTS CENTER INC	IA	CARROLL	51401	712-792-3901		South
OFFICE PRODUCTS INC	VA	HARRISONBU	22801	540-434-8958		South
OFFICE PRODUCTS NORTHWEST	OR	WASHINGTON	97223	503-546-4111		South
OFFICE PRODUCTS OUTLET INC	MI	GENESEE	48506	810-232-4447		South
OFFICE PRODUCTS PLUS INC	MS	MADISON	39157	601-898-2600		South
OFFICE RELIEF INC	CA	ALAMEDA	94577	510-383-1190		South
OFFICE RENOVATION INC	CA	ORANGE	90740	562-799-1487		South
OFFICE RESOURCE GROUP	TX	DALLAS	75006	214-342-1463		South

OFFICE RESOURCES	MA	SUFFOLK	02210	617-423-9100		South
OFFICE RESOURCES INC	KY	JEFFERSON	40253	502-589-8400		South
OFFICE REVOLUTION LLC	IL	LAKE	60610	312-222-1110		South
OFFICE SALES, INC. (OSI)	NC	CUMBERLAND	28301	910-223-6000		South
OFFICE SCAPES INC	TN	SHELBY	38133	901-385-8000		South
OFFICE SEKKEI OF AMERICA	NY	NEW YORK	10018	212-661-0088		South
OFFICE SERVICE COMPANY	PA	BERKS	19605	610-926-9850		South
OFFICE SERVICES INC	GA	CHATHAM	31415	912-232-7500		South
OFFICE SERVICES, INC.	GA	SAVANNAH	31415-1637	912-232-7500		South
OFFICE SOLUTIONS & SERVICES	MT	MISSOULA	59801	406-541-2020		South
OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICE INC	CA	ORANGE	92887	714-692-7412		South
OFFICE SOLUTIONS INC	MI	KALAMAZOO	49001	269-341-9999		South
OFFICE SOLUTIONS LLC	MA	BRISTOL	02048	781-784-0300		South
OFFICE SOURCE 360	CA	TULARE	93221	559-592-3364		South
OFFICE SPACE DESIGN LLC	MN	BLUE EARTH	56001	507-388-4405		South
OFFICE SPACE INC	IL	COOK	60301	708-948-7850		South
OFFICE SPACE PLANNERS, INC.	OR	WASHINGTON	97223	877-918-1947		South
OFFICE SPECIALISTS	IL	KNOX	61401	309-342-7711		South
OFFICE SUPPLY SERVICES INC	NC	CABARRUS	28027	704-786-4677		South
OFFICE SYSTEMS AND DESIGN INC	MN	RAMSEY	55110	651-490-7771		South
OFFICE SYSTEMS INSTALLATION	NM	BERNALILLO	87193	505-256-0986		South
OFFICE VALUE INC	NC	HARNETT	28334	910-892-7475		South
OFFICE WORKS LLC - TN	TN	KNOX	37919	865-588-7280		South
OFFICE WORLD INC	OR	LANE	97402	541-687-9704		South
OFFICELOGIC INC	PA	BUCKS	19020	215-752-3069		South
OFFICEMART INC	OH	FAIRFIELD	43130	740-687-1707		South
OFFICEMAX	TX	EL PASO	79998	815-431-7222		South
OFFICESCAPES	CO	DENVER	80238	303-574-1115		South
OFFICESIGHT INC	NY	BROOKLYN	11207-1120	877-453-8764		South
OFFICESOURCE LTD	TX	BEXAR	78215	210-212-7742	Yes	South
OFFICESOURCE, LTD.	TX	SAN ANTONIO	78215-1302	512-751-1078	Yes	South
OFFICEWERKS OF ROCHESTER	NY	MONROE	14611	585-472-1972		South
OFFICEWORKS INC	MA	MIDDLESEX	01803	781-270-9000		South
OFFICEWORKS INC - INDIANAPOLIS	IN	HAMILTON	46037	317-577-3971		South
OFFICEWORKS OF NEW ENGLAND INC	ME	YORK	03909	207-361-4515		South
OFFICEWORKS PA	PA	MONTGOMERY	19462	610-834-9877		South
OFFICEWORX	NY	SUFFOLK	11788	631-470-4277		South
OFFISOURCE INC - MINNEAPOLIS	MN	RAMSEY	55116	651-690-0456		South
OFFIX SYSTEMS	PA	LEHIGH	18101	610-231-2000		South
OFR GROUP	CA	SAN MATEO	94403	650-579-7962		South
OFS BRANDS	IN	DUBOIS	47542	812-683-4848		South
OGEECHEE TECHNICAL COLLEGE	GA	BULLOCH	30458	912-486-5500		South
OGLETHORPE COUNTY HEALTH DEPARTMENT	GA	OGLETHORPE	30648	706-743-8181		South
OHIO DESK COMPANY	OH	CUYAHOGA	44115	216-623-0600		South
OHIO WHOLESALE BUSINESS FURINTURE	OH	CUYAHOGA	44114	216-348-0000		South
OMEGA COMMERCIAL INTERIORS	WV	MONONGALIA	26508	304-581-6701		South
OMEGA GROUP IND CORP	CA	RIVERSIDE	92592	858-569-2420		South
OMNI PACIFIC	CA	SAN DIEGO	92020	619-579-6664		South
OMNIFICS, INC.	VA	ALEXANDRIA	22304-6459	703-548-4040	Yes	South
OMT VEHYL	MI	OTTAWA	49424	216-431-2700		South
ONE CANYON LLC	FL	ORANGE	32805	321-424-6039		South
ONE DESIGN CENTER INC	NC	GUILFORD	27408	336-288-0134		South
ONE ELEVEN DESIGN	IN	ALLEN	46802	260-424-1113		South
ONE POINT INC	PA	NORTHAMPTO	18018	610-974-7990		South
ONE WORKPLACE L FERRARI	CA	SANTA CLAR	95050	408-263-1001	Yes	South
ONE WORKPLACE L. FERRARI, LLC	CA	SANTA CLARA	95050-2617	5107297871	Yes	South
ONEIDA INDIAN NATION	NY	MADISON	13421	315-829-8920		South
ONESOURCE OFFICE INTERIORS	OR	MULTNOMAH	97210	503-227-3148		South
ONLY LIBRARIES LTD DBA COLLECTIVE SPACES	OH	HAMILTON	45215	513-761-0885		South
ONONDAGA COUNTY WATER AUTHORITY	NY	ONONDAGA	13211	315-455-7061		South
OPELIKA CITY BOARD OF EDUCATION	AL	LEE	36801	334-745-9700		South
OPEN PLAN LLC	WA	KING	98030	425-250-0770		South
OREILLY OFFICE LLC	OH	FRANKLIN	43215	614-561-1447		South
OSBORNE AND ASSOCIATES	VA	RICHMOND C	23224	804-405-6884		South
OSI INC	NC	MECKLENBUR	28278	704-583-2144		South
OSTERMAN CRON	OH	HAMILTON	45242	513-771-3377		South
OTOOLE OFFICE SUPPLY CO	IA	DUBUQUE	52001	563-556-7074		South
OUTBACK OFFICE INC	CO	JEFFERSON	80439	888-638-2225		South
OUTRAGEOUS INTERIORS INC	GA	GWINNETT	30360	770-840-8455		South
OVAL OFFICE SUPPLY INC	MD	MONTGOMERY	20850	301-589-8989		South

OVERTON & ASSOC LLC	MD	CARROLL	21157	410-386-1600		South
P FOUR	VA	ALEXANDRIA	22314	703-838-9792		South
PAA-KO STUDIOS LLC	NM	BERNALILLO	87047	505-286-5450		South
PACE INTERIORS	UT	SALT LAKE	84111	801-651-5805		South
PACIFIC ARCHITECTURE	CA	SAN LUIS O	93401	805-543-1441		South
PACIFIC ERGONOMICS, INC	CA	SAN DIEGO	92121	619-546-0872		South
PACIFIC OFFICE DESIGNS	CA	SANTA CLAR	95112-4402	650-967-4481		South
PACIFIC OFFICE FURNISHINGS	OR	MULTNOMAH	97204	503-242-4200		South
PACIFIC OFFICE INTERIORS	CA	LOS ANGELE	91301	818-735-0333		South
PALACE OFFICE INTERIORS	CA	SANTA CRUZ	95065	831-476-3815		South
PALAZZO INTERIORS	NY	NEW YORK	10038	212-971-5401		South
PANEL SPECIALISTS INC	TX	BELL	76503-0968	254-774-9800		South
PANNELLO SYSTEMS, LLC	RI	PROVIDENCE	02903	401-648-7100		South
PAOLI	IN	ORANGE	47452	800-472-8669		South
PARADIGM OFFICE INTERIORS	CA	RIVERSIDE	92592	760-731-7560		South
PARAMETERS LTD	MN	HENNEPIN	55416	612-455-7260		South
PARAMOUNT FACILITY MANAGEMENT SOLUTIONS	NJ	SOMERSET	08869	908-393-9990		South
PARAMOUNT PURCHASING INC	GA	FULTON	30337	404-763-1888		South
PARAMOUNT STUDIO INTERIORS	FL	PALM BEACH	33496	561-654-6394		South
PARKER'S INC	NM	SAN JUAN	87401	505-325-8852		South
PARKERSBURG OFFICE SUPPLY CO	WV	WOOD	26101	304-485-5466		South
PARRON HALL OFFICE INTERIORS	CA	SAN DIEGO	92123	858-268-1212	Yes	South
PARRON-HALL CORPORATION	CA	SAN DIEGO	92123-2697	858-268-1212	Yes	South
PATTERSON POPE INC	GA	GWINNETT	30093	770-416-6515		South
PAYLESS OFFICE PRODUCTS	NE	SARPY	68138	402-891-6210		South
PAYMASTER OFFICE PRODUCTS COMPANY	VA	NORFOLK CI	23502	757-466-1225		South
PAZZI	MI	OAKLAND	48009	248-642-6535		South
PBI	NC	BUNCOMBE	28803	828-277-7001		South
PBI INC (MARYLAND)	MD	ANNE ARUND	21401	410-280-3500		South
PCI INDUSTRIES	MI	OAKLAND	48237	248-542-2570		South
PEABODY OFFICE	MA	SUFFOLK	02110	617-542-1902		South
PEABODY OFFICE FURNITURE CORP	MA	BOSTON	02110-2429	617-531-7377		South
PEAR COMMERCIAL INTERIORS	CO	DENVER	80202	303-824-2109		South
PEAR, LLC	CO	DENVER	80202-2139	303-824-2013		South
PECKHAM	MI	INGHAM	48906	517-316-4000		South
PEGGY DYE & ASSOCIATES	AL	JEFFERSON	35233	205-252-7016		South
PEMCO	PA	ALLEGHENY	15102	412-831-7601		South
PEMCOR INC	PA	MONTGOMERY	19428	610-941-7290		South
PENCARE MEDICAL SUPPLY LLC	NC	ASHE	28693	828-394-2353		South
PENCILS PLUS INC	NY	NASSAU	11560	516-729-6086		South
PENINSULA BUSINESS INTERIORS	CA	SALINAS	93901-2705	(831) 757-4107	Yes	South
PENNSYLVANIA OFFICE SVC GROUP	PA	CUMBERLAND	17043	717-763-4793		South
PENNY L PORTER INTERIORS	IL	DUPAGE	60527	630-986-0969		South
PERDUE OFFICE INTERIORS	FL	DUVAL	32202	904-737-5858		South
PERFECTION EQUIPMENT COMPANY INC	NC	CHATHAM	27344	919-742-5077		South
PERISTYLE LLC	MD	BALTIMORE	21211	410-347-9686		South
PERRY OFFICE PRODUCTS DBA PERRY OFFICE PLUS	TX	BELL	76504	254-778-4755		South
PETTER BUSINESS SYSTEMS	KY	MCCRACKEN	42002	270-443-8461		South
PETTUS OFFICE PRODUCTS	AR	PULASKI	72204	501-666-7226		South
PFERRED, LLC	CA	ORANGE	92673	949-878-9187		South
PHELANS INTERIORS/PHELANS INC	IA	LINN	52401	319-363-9634		South
PHH MORTGAGE	NJ	BURLINGTON	08054	856-917-6664		South
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION	OR	MULTNOMAH	97204	000-000-0000		South
PHILLIPS WORKPLACE INTERIORS INC	PA	DAUPHIN	17112	717-944-0400		South
PHOENIX CONTRACT INC	PA	NORTHAMPTO	18017	610-867-7171		South
PHOENIX HOUSE	NY	SUFFOLK	11717-3001	631-306-5820		South
PHOENIX PROJECT	VA	WARREN	22630	540-635-2302		South
PHYSICIAN CARE ACCOUNTING	NY	OSWEGO	13126			South
PIEDMONT OFFICE SUPPLIERS INC DBA FAISON OFFICE PRODUCTS	CO	ADAMS	80011	303-365-4585		South
PIER 2620 HOTEL FISHERMAN'S WHARF C/O BEYER BROWN & ASSOCI/	FL	ORANGE	32805	321-424-6040		South
PIGOTT INC - DES MOINES	IA	POLK	50312	515-279-8879		South
PIKE COUNTY COURTHOUSE	GA	PIKE	30295	770-567-3406		South
PILATO & COUNTS INTERIOR DESIGN	VA	NORFOLK CI	23513	757-623-7760		South
PILCROW SOLUTIONS LLC	MN	HENNEPIN	55439	952-666-2586		South
PINEAPPLE PURCHASING	LA	ORLEANS	70119	504-421-7633		South
PINELLAS COUNTY HUMAN SERVICES	FL	PINELLAS	33756	727-582-7506		South
PINNACLE OFFICE FURNITURE	FL	COLLIER	34109	239-596-2530		South
PINNACLE SOUTH LLC	GA	SPALDING	30224	770-227-3476		South
PIONEER CONTRACT SERVICES, INC	TX	HARRIS	77055	713-464-8200		South
PITNER OFFICE MACH & SUPPLY CO INC	MS	LAFAYETTE	38655	662-234-0062		South

PITTSBURGH FIRE BUREAU	PA	ALLEGHENY	15219	412-255-2860		South
PITTSFORD COMMUNITY LIBRARY	NY	MONROE	14534	585-248/6275		South
PITTSGROVE TOWNSHIP SCHOOLS	NJ	SALEM	08318-3950	856-358-3094		South
PIVOT INTERIORS INC	CA	SANTA CLAR	95054	408-432-5600		South
PIVOT INTERIORS INC	CA	LOS ANGELE	90638	714-739-5293		South
PLAINEDGE UNION FREE SCHOOL DIST	NY	NASSAU	11758	516-992-7443		South
PLANKENHORN STATIONARY COMPANY	PA	LYCOMING	17701	570-326-2676		South
PLANNING BOARD - COUNTY OF OCEAN	NJ	OCEAN	08754	732-929-2054		South
PLATINUM CARE INC	NY	KINGS	11220	718-435-2072		South
PLCB - AP OFFICE	PA	DAUPHIN	7108-2025	717-652-6060		South
PLUM BOROUGH SCHOOL DISTRICT	PA	ALLEGHENY	15239-1453	412-795-0100		South
PMC COMMERCIAL INTERIORS	NC	WAKE	27560	919-325-0002		South
PMI HOTELS	MD	BALTIMORE	21202	410-637-3107		South
POD OFFICE	CA	SAN FRANCI	94131	415-813-2504		South
POLICE	NY	SCHENECTAD	12305	518-382-5201		South
POLICE ADMIINISTRATION	VA	LOUDOUN	20176			South
POLICE DEPARTMENT	NY	NEW YORK	10038	718-476-6822		South
POLICE DEPARTMENT 2	AZ	GILA	85541	928-474-5177		South
POLICE DEPT	NY	WARREN	12801	000-000-0000		South
POLICE MANAGEMENT AND BUDGET	MD	MONTGOMERY	20878	240-773-5230		South
POLLON PLAZA RM 202A	NM	SANTA FE	87505	505-827-1390		South
POLSTON COMMERCIAL FURNISHINGS	AZ	YUMA	85365	928-210-4065		South
POMERANTZ ACQUISITION CORP.	PA	PHILADELPHIA	19109-1044	215-408-2112	Yes	South
PORT AUTHORITY OF NY & NJ	NY	NEW YORK	10003	212-435-5096		South
PORT HURON AREA SCHOOL DISTRICT	MI	SAINT CLAI	48061	810-984-6572		South
PORT HURON HOUSING COMMISSION	MI	SAINT CLAI	48060	80-984-3173		South
PORT WASHINGTON UFSD	NY	NASSAU	11050	516-767-5000		South
PORTER STREET PURCHASING	VA	RICHMOND C	23224	804-232-8900		South
PORTERS OFFICE PRODUCTS	ID	MADISON	83440	208-356-4616		South
PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC	OR	MULTNOMAH	97211	503-288-2923		South
POTEAT HOSPITALITY ASSOCIATES LLC	NC	SCOTLAND	28353	910-276-2611		South
POTTSGROVE SCHOOL DISTRICT	PA	MONTGOMERY	19464	610-323-8200		South
PRADERE MANUFACTURING CORP	FL	MIAMI-DADE	33014	305-823-0190		South
PRANA OFFICE	CA	LOS ANGELE	91107	626-203-1703		South
PRATT INSTITUTE	NY	KINGS	11205	718-636-3753		South
PREFERRED OFFICE PRODUCTS	TX	DALLAS	75038	214-358-1200		South
PREMIER & COMPANIES, INC.	NY	NEW YORK	10018-7850	866-412-2472		South
PREMIER FURNISHING SOLUTIONS	IN	WARRICK	47630	812-490-9461		South
PREMIER FURNITURE AND EQUIPMENT	IA	BREMER	50677	319-596-5120		South
PREMIER OFFICE SOLUTIONS INC	PA	MONTGOMERY	19090	215-734-2300		South
PREMIER PROJECT MANAGEMENT LLC	TX	DALLAS	75254	972-980-2700		South
PREMIER PURCHASING & DESIGN	PA	CUMBERLAND	17050	717-591-1620		South
PREMIERE COMMERCIAL FURNITURE + DESIGN DBA PCF+D	FL	POLK	33813	863-648-2000		South
PRENTICE OFFICE ENVIRONMENTS	NY	ERIE	14202	716-884-8452		South
PRESQUE ISLE STATE PARK	PA	ERIE	16505	814-833-7424		South
PREVOLV, INC.	MN	RAMSEY	55114			South
PRICE MODERN LLC	MD	BALTIMORE	21211-3189	301-459-8111		South
PRICE MODERN LLC	MD	BALTIMORE	21211	410-366-5500		South
PRIMUS GROUP INC THE	KS	JOHNSON	66223	913-402-4501		South
PRINCE GEORGE HOTEL INVESTORS, LP			V68 6L5			South
PRINCE WILLIAM COUNTY VIRGINIA	VA	PRINCE WIL	20109	703-792-7290		South
PRINTERS & STATIONERS,INC.	AL	LAUDERDALE	35630	256-764-8061		South
PRIVATE LABEL INTERNATIONAL	AZ	MARICOPA	85259			South
PROBATION AND PAROLE	PA	DAUPHIN	17104	717-787-5699		South
PROBATION SOUTH REG ADMIN (22113)	FL	BROWARD	33301	954-467-4381		South
PROCUREMENT MANAGEMENT	NC	WAKE	27601	919-418-8027		South
PRODUCTIVE BUSINESS INTERIORS INC	IN	ALLEN	46802	260-423-3482		South
PROFESSIONAL BUSINESS INTERIORS	MD	MONTGOMERY	20912	301-495-0057	Yes	South
PROFESSIONAL BUSINESS INTERIORS, LLC	MD	SILVER SPRING	20901-4332	(301)495-0057	Yes	South
PROFESSIONAL OFFICE ENVIRONMENTS INC	MO	SAINT LOUI	63043	314-621-0606		South
PROFESSIONAL SYSTEMS USA INC	NC		27215	336-570-3813		South
PROGRESSIVE AE	MI	KENT	49525	616-361-2664		South
PROJEX INC	CO	DENVER	80202	303-994-4812		South
PROMESA INC	NY	BRONX	10457	347-649-3022		South
PROSPACE INTERIORS	CO	DELTA	81416	870-874-8006		South
PT78 DESIGN LLC	TX	DALLAS	75038	214-215-0509		South
PUBLIC DEFENDER 11TH JUDICIAL CIRCUIT	FL	MIAMI-DADE	33125	305-545-1600		South
PUBLIC DEFENDER FOR THE DISTRICT OF COLUMBIA	DC	DISTRICT O	20004	202-824-2391		South
PUBLIC EMPLOYEES RETIRE ASSOC.	NM	SANTA FE		505-476-9316		South
PUBLIC LIBRARIES BUSINESS OFFICE	MD	MONTGOMERY	20850	240-777-0049		South

PUBLIC LIBRARY/QUEENS	NY	QUEENS	11432	718-990-8527		South
PUBLIC SCHOOLS FACILITIES AUTHORITY	NM	BERNALILLO	87106	505-843-6272		South
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA	QC		K1A 0S5	819-664-1606		South
PUEBLO DE COCHITI	NM	SANDOVAL	87072	505-465-2244		South
PUEBLO OF SANTA ANA	NM	SANDOVAL	87004	505-867-3301		South
PUEBLO OF TESUQUE	NM	SANTA FE	87506	505-983-2667		South
PUEBLO OF ZIA	NM	SANDOVAL	878053	505-867-3304		South
PUETZ CORPORATION	SD	DAVISON	57301	605-996-2276		South
PUGET SOUND BUSINESS INTERIORS INC	WA	KING	98008	425-653-2182		South
PULSE TECHNOLOGY OF INDIANA INC	IN	PORTER	46304	219-924-1400		South
PURCHASING MANAGEMENT INT'L.	TX	DALLAS	75244	972-239-5555		South
PURE OFFICE ENVIRONMENTS LLC	GA	GWINNETT	30092	770-243-8575		South
PURE WORKPLACE SOLUTIONS	MO	JACKSON	64111	816-922-6575		South
PURGISTICS LLC	MD	BALTIMORE	21207	410-244-3001		South
PUTNAM COUNTY SCHOOL DISTRICT	FL	PUTNAM	32177	386-329-0516		South
PUTNAM COUNTY SHERIFFS DEPARTMENT	NY	PUTNAM	10512	845-278-9001		South
PUYALLUP TRIBAL HEALTH AUTHORITY	WA	PIERCE	98404	253-593-0232		South
PVI BUSINESS PRODUCTS	MD	FREDERICK	21701	301-694-7162		South
PW CAMPBELL	PA	ALLEGHENY	15238	412-963-0100		South
Q AND A HOSPITALITY SERVICES	IL	COOK	60007	847-593-3580		South
Q+E DESIGN SOURCE INC	CO	DENVER	80238	303-355-2700		South
QUAKER VALLEY SCHOOL DISTRICT	PA	ALLEGHENY	15056	412-749-3619		South
QUAKERTOWN COMMUNITY SCHOOL DISTRICT	PA	BUCKS	18951	215-529-2022		South
QUALITY BUSINESS SERVICES INC	NC	WILKES	28659	336-838-2957		South
QUALITY COPY PRODUCTS INC	PA	YORK	17402	717-741-4894		South
QUALITY OFFICE ENVIRONMENTS, LLC	NY	LIVINGSTON	14454	585-314-8482		South
QUALITY OFFICE FURNISHINGS INC.	CA		92887	714-692-6667		South
QUALITY OFFICE INTERIORS LLC	KS	JOHNSON	66213	913-312-2482		South
QUALITY OFFICE SOLUTIONS INC	WY	NATRONA	82601	307-472-4200		South
QUANTOM SOLUTIONS LLC	WA	SPOKANE	99201-1099	5097145054	Yes	South
QUANTUM HOSPITALITY GROUP	IL	COOK	60640	630-248-7167		South
QUANTUM RESEARCH INTL INC.	AL	MADISON	35806	719-313-4016		South
QUB'D INTERNATIONAL, INC.	AK	ANCHORAGE	99508-4257	907-777-1543		South
QUEENS COLLEGE	NY	QUEENS	11367	718-997-5757		South
QUEENS COUNTY CLERKS OFFICE	NY	QUEENS	11435	718-298-0602		South
QUEENS DISTRICT ATTORNEYS OFFICE	NY	QUEENS	11415			South
QUEENS HOPSPITAL CENTER	NY	QUEENS	11432	212-323-3604		South
QUEENSBURY UNION FREE SCHOOL DISTRICT	NY	WARREN	120804	518-824-4607		South
QUEST ASSOCIATES	NY	ERIE	14052	315-253-0497		South
QUESTAR III	NY	RENSSELAER	12033	518-477-8771		South
QUICKTURN CONCEPTS	UT	SALT LAKE	84111	801-657-5766		South
QUINN EVANS	MI	WASHTENAW	48104	734-926-0440		South
QWRK COLLECTIVE ENVIRONMENTS LLC	MD	BALTIMORE	21218	410-274-9510		South
R & A OFFICE SUPPLIES LLC	NY	KINGS	11230	718-338-0696		South
R GEORGE & ASSOCIATES INC	FL	VOLUSIA	32724	386-736-2326		South
R&R OFFICE SOLUTIONS	VA	RICHMOND	23220			South
R3 OFFICE SOLUTIONS	GA	GWINNETT	30097	678-428-4668		South
RACHEL MCCOY	AL	SHELBY	35080	205-552-4841		South
RACOON CREEK STATE PARK	PA	BEAVER	15050	724-899-2200		South
RADIO FREE ASIA	DC	DISTRICT O	20036	202-530-4900		South
RAHWAY VALLEY SEWAGE AUTHORITY	NJ	UNION	07065	732-388-0868		South
RAL INVESTMENT CORPORATION	CA	SAN DIEGO	92121-1664	(858)271-8645	Yes	South
RAMADUT HOSPITALITY LLC	NM	DONA ANA	88005	760-960-0682		South
RAMSAY HIGH SCHOOL	AL	JEFFERSON	35205	205-231-7000		South
RAND CONSTRUCTION	VA	ALEXANDRIA	22314	202-449-9848		South
RAND CORPORATION	CA	LOS ANGELE	90407-2138	310-393-0411		South
RANDALL BUSINESS INTERIORS	VA	ALEXANDRIA	22003-0853	703-642-2506	Yes	South
RANDALL BUSINESS INTERIORS INC	VA	ANNANDALE	22003-5912	703-642-2506	Yes	South
RANGE OFFICE SUPPLY & EQUIPMNT	MN	SAINT LOUI	55792	218-741-0432		South
RARITAN COMMUNITY COLLEGE	NJ	SOMERSET	08876-1265	908-526-1200		South
RBA FURNITURE SOLUTIONS INC	WA	KING	98101	206-623-9125		South
RBD LIBRARY	AL	LEE	36849	334-844-7771		South
RBM DEVELOPMENT COMPANY LLC	CO	BOULDER	80027	303-530-3885		South
RCS SYSTEMS INC	WI	MILWAUKEE	53223	414-354-6900		South
RDA 080 ALOFT OCEAN CITY	MD	WORCESTER	21842			South
RDECOM ECBC	MD	HARFORD	21010	410-436-4860		South
RDG PLANNING AND DESIGN	MO	SAINT LOUI	63143	314-405-8799		South
RE DISTRICT	VA	ALEXANDRIA	22314	703-276-8901		South
READING HOSPITAL & MEDICAL	PA	BERKS	19612-6053	610-974-7990		South
READING HOUSING AUTHORITY	PA	BERKS	19611	610-775-9430		South

READYZ GO OFFICE FURNITURE INC DBA ISPACE OFFICE INTERIORS	IN	MARION	46219	317-759-1990		South
REAL INTEGRATED SYSTEMS	CT	NEW HAVEN	06460	203-283-9541		South
RECREATION COUNTYWIDE PROGRAMS	MD	MONTGOMERY	20902	240-777-6886		South
RECREATION DEMASCUS COMMUNITY CENTER	MD	MONTGOMERY	20872	240-777-6930		South
RED ROCK BEHAVIORAL HEALTH SERVICES	OK	OKLAHOMA	73105	405-425-0438		South
RED THREAD SPACES LLC	MA	MIDDLESEX	02210-1101	617-439-4000		South
RED WILLOW OFFSHORE LLC	CO	LA PLATA	81137	970-563-5140		South
REDSTONE ARSENAL CHAPEL	AL	MADISON	35898	256-842-2964		South
REED ASSOCIATES INC	PA	MONTGOMERY	19440	215-256-9572		South
REES OFFICE PRODUCTS	KY	CLARK	40391	859-744-4785		South
REFURBISHED OFFICE ENVIROMENTS DBA REWORK	IL	COOK	60644	773-379-5222		South
REGALMARK	DC	DISTRICT O	20005	407-221-8734		South
REGALMARK, INC.	DC	WASHINGTON	20005-3987	410-298-7751		South
REGIONAL HEALTH CARE AFFILIATES INC	KY	WEBSTER	42450	270-667-7017		South
REGIONAL HEALTH CARE AFFILIATES, INC.	KY	WEBSTER	42450	270-667-7017		South
REGULATION & LICENSING DEPT - STATE OF NEW MEXICO	NM	SANTA FE	87505	000-000-0000		South
REID STATE TECH COLLEGE	AL	CONECUH	36401	251-578-1313		South
REID-COOPER ASSOCIATES	TX	DALLAS	75207	214-745-8905		South
REIDSVILLE OFFICE SUPPLY	NC	ROCKINGHAM	27320			South
REIMAGINE OFFICE FURNISHINGS	FL	HILLSBOROU	33605	813-241-4515		South
RE-JUICED STUDIO LLC	WA	SNOHOMISH	98020	425-673-2670		South
RELIANT GROUP INC	WA	KING	98188	206-575-6727		South
REMCO STORAGE SYSTEMS INC	MI	OAKLAND	48083	248-362-0500		South
REMINGTON LODGING & HOSPITALITY LLC	TX	DALLAS	75254	972-980-2700		South
RENASCENT HOSPITALITY	OH	FRANKLIN	43215			South
RENO BUSINESS INTERIORS INC	NV	WASHOE	89501	775-786-2700		South
RENOVA	PR		00936	787-299-4376		South
RENSSELAER POLYTECHNIC INSTITUTE	NC	WAKE	27623	518-276-6597		South
RENSSELAER POLYTECHNIC INSTITUTE	NY	RENSSELAER	12180-3590	518-276-2061		South
RENSSELAER POLYTECHNIC INSTITUTE	PA	LACKAWANNA	18505	855-262-2710		South
RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NY	NY	NEW YORK	10036	212-417-8300		South
RESOURCE & DESIGN INC	CA	SAN FRANCI	94111	415-777-0202		South
RESOURCE INTERIORS LLC.	NJ	CAMDEN	08033	856-589-8920		South
RESOURCE OFFICE PRODUCTS INC	NM	BERNALILLO	87107	505-314-1591		South
RESOURCE ONE	VA	RICHMOND	23219	804-643-0017		South
RESOURCE ONE OF IL LTD	IL	SANGAMON	62701	217-753-5742		South
RESOURCE PARTNERSHIP, INC	PA	MONTGOMERY	19406	610-768-7000		South
RESPONSE MARKETING INC	MN	HENNEPIN	55344	952-949-4913		South
RESTON BUSINESS INTERIORS	SC	HORRY	29575	843-293-2509		South
RESTYLE INC	MD	BALTIMORE	21223	410-646-4600		South
RETIREMENT SYSTEMS OF ALABAMA	AL	MONTGOMERY	36104	334-517-7218		South
RHODES STATE COLLEGE	OH	ALLEN	45804			South
RIBEIRO CONSTRUCTION CO INC	MD	PRINCE GEO	20735	301-877-1396		South
RICHLAND LIBRARY	SC	RICHLAND	29201			South
RICHMARK ENTERPRISES	OR	CLACKAMAS	97068	503-816-4617		South
RICHMOND COUNTY DISTRICT ATTORNEY	NY	RICHMOND	10301	718-556-7024		South
RICHMOND COUNTY SCHOOL SYSTEM	GA	RICHMOND	30901	706-737-7197		South
RICHMOND COUNTY SCHOOL SYSTEM	GA	RICHMOND	30901	706-737-7197		South
RIDGEWOOD GOVERNMENT SERVICES	OH	COSHOCTON	43845	740-294-7261		South
RIEKE OFFICE INTERIORS	IL	KANE	60123	847-622-9711		South
RIGHT PRICE COMPANIES INC	NY	ONONDAGA	13202	315-701-2380		South
RIGHTSIZE FACILITY PERFORMANCE	IL	COOK	60644	312-698-6960		South
RIO GRANDE CONTRACT FURNISHINGS INC	TX	EL PASO	79901-1732	915-544-8710	Yes	South
RIO HONDO COMMUNITY COLLEGE DISTRICT	CA	LOS ANGELE	90601	562-908-3413		South
RIO RANCHO PUBLIC SCHOOLS	NM	SANDOVAL	87124	505-896-0667		South
RITA MURASE	CA	ORANGE	92646	949-929-9401		South
RIVER CITY FURNITURE DBA RCF GROUP	OH	BUTLER	45069	513-612-7303	Yes	South
RIVER RIDGE RENOVATIONS LLC	LA	OUACHITA	71201	205-706-9612		South
RIVER VALE FREE PUBLIC LIBRARY	NJ	BERGEN	07675			South
RIVERHEAD CENTRAL SCHOOL DISTRICT	NY	SUFFOLK	11901	631-369-6707		South
RIVERS EDGE DESIGN LLC	NC	FORSYTH	27101	336-699-3070		South
RIVIERA UTILITES	AL	BALDWIN	36536	251-943-5001		South
RIXEY & BLUM INC	OH	HAMILTON	45202	513-564-9400		South
RJE BUSINESS INTERIORS	IN	MARION	46202	317-293-4051		South
RJE BUSINESS INTERIORS	OH	HAMILTON	45202	513-641-3700		South
RJE INTERIORS, INC.	IN	INDIANAPOLIS	46202-3810	317-713-6371		South
RKR & ASSOCIATES LLC	FL	MARION	34476	352-208-8642		South
RLJ III HA DENVER TECH CENTER LESSEE LLC	CO	BOULDER	80027	303-996-8116		South
ROANOKE CITY BOARD OF EDUCATION	AL	RANDOLPH	36274	334-863-2628		South
ROBERT H LORD COMPANY INC	CT	HARTFORD	06040	860-645-8700		South

ROBERTS OFFICE FURNITURE CONCEPTS	NY	ONONDAGA	13088	315-451-9185	South
ROBINS AFB	GA		31098		South
ROCHESTER GENERAL HEALTH SYSTEM	NY	MONROE	14610	585-922-1751	South
ROCHESTER INSTITUTE OF TECHNOLOGY	NY	MONROE	14623-5604	585-475-2885	South
ROCHESTER OFFICE INTERIORS	NY	MONROE	14534	585-749-2428	South
ROCK ISLAND ARSENAL	IL	ROCK ISLAN	61299	309-782-1863	South
ROCKFORD PUBLIC SCHOOL DISTRICT	IL	WINNEBAGO	61104	815-966-3098	South
ROCKLAND COMMUNITY COLLEGE	NY	ROCKLAND	10901-3699	845-574-4297	South
ROCKVILLE CENTRE UFSD	NY	NASSAU	11570	516-255-8927	South
ROCKY BOY HEALTH CENTER	MT	HILL	59521	406-395-4486	South
ROCKY MOUNTAIN OFFICE SYSTEMS INC	NM	BERNALILLO	87109	505-237-2700	South
RODCO-BRANDT MANUFACTURING	TX	TARRANT	76063	817-477-4118	South
ROGARDS OFFICE PLUS	IL	CHAMPAIGN	61820	217-359-1795	South
ROGER VASSEUR	TX	HARRIS	77396	832-570-3002	South
ROI OFFICE INTERIORS	NY	ONEIDA	13441	315-334-1388	South
ROLIJO INC	TX	BOWIE	75504	903-794-3113	South
ROME MEMORIAL HOSPITAL	NY	ONEIDA	13440	315-338-7602	South
ROSALYN BRANDT DESIGN ASSOC	CA	MARIN	94920	415-435-3628	South
ROSE CITY OFFICE FURNISHINGS	OR	MULTNOMAH	97217	503-285-8100	South
ROSI OFFICE SYSTEMS, INC	TX	FORT BEND	77477	281-403-4477	South
ROSKAMP INSTITUTE, THE	FL	MANATEE	34243	941-752-2949	South
ROSS RESOURCE INC	TN	WILLIAMSON	37027	615-376-2604	South
ROSWELL PARK CANCER INSTITUTE	NY	ERIE	14263	716-845-3031	South
ROTTERDAM MOHONASEN CENTRAL SCHOOL DISTRICT	NY	SCHENECTAD	12303	518-356-8230	South
ROWAN COLLEGE AT GLOUCESTER COUNTY	NJ	GLOUCESTER	08080	856-415-2225	South
ROWAN RUTGERS BOARD OF GOVERNORS	NJ	CAMDEN	08103		South
ROYAL BUSINESS INTERIORS	PA	YORK	17403	717-845-8775	South
ROYER & SCHUTTS COMM'L INT.	TX	TARRANT	76107	817-332-5424	South
RSFI	OH	FRANKLIN	43085	614-880-9110	South
RT LONDON - WA	WA	THURSTON	98516	360-943-5090	South
RT LONDON CO	MI	KENT	49504	616-364-4800	South
RUBI AND QUIRI INC	NY	FULTON	12095	518-762-7829	South
RUBICON B HACIENDA C/O BRAY WHALER INTL	CO	ARAPAHOE	80112	303-689-0800	South
RUDOLPHS OFFICE & COMPUTER SUPPLY	MD	BALTIMORE	21236	410-931-4150	South
RUFF WEAR INC	OR	DESCHUTES	97703	541-388-1821	South
RUKH CEDAR GROVE PROPERTIES	NJ	MIDDLESEX	07080	973-670-9119	South
RUSSELL VENTURES INC	GA	BARTOW	30102	678-574-9805	South
RUTGERS THE STATE UNIVERSITY OF NEW JERSEY	NJ	MIDDLESEX	08854-5602	848-445-3030	South
RUTGERS UNIVERSITY PROCUREMENT SERVICES	NJ	MIDDLESEX	08854	973-972-9742	South
S ROSE INC	OH	CUYAHOGA	44115	216-781-8200	South
S STEIN LLC	IL	COOK	60651	312-649-7100	South
SAGE COLLEGES THE	NY	RENSSELAER	12180	518-244-2093	South
SAGUARO NATIONAL PARK	AZ	PIMA	85730	520-733-5179	South
SAILILIA HOSPITALITY	TX	DALLAS	75001	469-647-3647	South
SAINT FRANCIS UNIVERSITY	PA	CAMBRIA	15940	814-472-3035	South
SAINT MARTINS HOSPITALITY CENTER	NM	BERNALILLO	87125-7258	505-242-4399	South
SALEM HOTEL GROUP	SC	ANDERSON	29621	404-593-7467	South
SALT CREEK INTERIOR DESIGN LLC	KS	RENO	67501	620-727-7281	South
SALT RIVER PIMA - MARICOPA INDIAN COMMUNITY	AZ	MARICOPA	85256-9722	480-362-7340	South
SAM CLAR OFFICE FURNITURE	CA	CONTRA COS	94520	925-602-3900	South
SAMARITAN HOSPITAL	NY	JEFFERSON	13601	315-785-4000	South
SAMARITAN HOSPITAL	NY	RENSSELAER	12180	734-343-4552	South
SAMCO BUSINESS PRODUCTS	MO	COLE	65109	573-634-3177	South
SAMUELS GROUP	WI	MARATHON	54401	715-842-2222	South
SAN ANTONIO LIGHTHOUSE FOR THE BLIND	TX	SAN ANTONIO	78210-4920	210-533-5195	South
SAN BERNARDINO COMMUNITY COLLEGE DIST	CA	SAN BERNAR	92408	909-382-4033	South
SAN CARLOS SCHOOL DISTRICT	CA	SAN MATEO	94070	650-508-7333	South
SAN DIEGO SPAWAR	CA	SAN DIEGO	92152	619-524-3538	South
SAN FELIPE HOUSING AUTHORITY	NM		87001	505-771-9291	South
SAN JUAN COLLEGE	NM	SAN JUAN	87402	505-566-3254	South
SAN RAFAEL HILLCREST LLC BY US WEST INVESTMENTS	CA	LOS ANGELE	90806	562-424-1720	South
SANDYS OFFICE SUPPLY INC	CO	PITKIN	81611	970-925-1620	South
SANTA BARBARA OFFICE INTERIORS, LLC	CA	SANTA BARB	93111	805-883-8697	South
SANTA CLARITA COMMUNITY COLLEGE DISTRICT	CA	LOS ANGELE	91355	661-362-3417	South
SANTA FE SERVICE UNIT	NM	SANTA FE	87501	505-946-9252	South
SANTA ROSA COMMUNITY HEALTH CENTERS	CA	SONOMA	95403	707-303-3660	South
SANTA ROSA CONSOLIDATED SCHOOLS	NM	GUADALUPE	88435	575-472-3171	South
SANTE FE PUBLIC SCHOOLS	NM	SANTA FE	87505	505-467-2000	South
SARAH MINNIE BADGER FOSTER CARE AGENCY	NY	ERIE	14209	716-884-3622	South
SARASOTA BAY ESTUARY PROGRAM	FL	SARASOTA	34236	941-955-8085	South

SARASOTA MANATEE AIRPORT AUTHORITY	FL	SARASOTA	34236	000-000-0000		South
SARASOTA ORCHESTRA	FL	SARASOTA	34236	941-953-4252		South
SARATOGA COUNTY CLERK	NY	SARATOGA	12020	518-885-2213		South
SARATOGA HOSPITAL	UT	SALT LAKE	84131	518-580-2500		South
SAS INTERIORS INC	CA	MARIN	94945	415-897-1120		South
SAS OFFICE INTERIORS LLC	OH	STARK	44711	330-354-5513		South
SAUQUOIT VALLEY CSD	NY	ONEIDA	13456	315-839-6314		South
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC	SC	AIKEN	29804	803-208-1982		South
SAVANNAH STATE UNIVERSITY	GA	CHATHAM	31404	912-353-3045		South
SAVANNAH TECHNICAL COLLEGE	GA	CHATHAM	31405	912-443-5726		South
SAVE YOUR CHURCH MONEY.COM	OH	WILLIAMS	43506	419-636-3104		South
SAXTON, INC.	IA	LINN	52401-2010	319-365-6967		South
SAYES OFFICE SUPPLY	LA	RAPIDES	71301	318-448-4225		South
SBM BUSINESS EQUIPMENT CTR	IL	WHITESIDE	61081	815-625-4375		South
SC STATE FSA OFFICE	SC	RICHLAND	29201-2375	803-806-3826		South
SCARSDALE BOARD OF EDUCATION	NY	WESTCHESTE	10583	914-721-2438		South
SCHEFFERS	MO	SCOTT	63801	573-472-2422		South
SCHENECTADY COMMUNITY ACTION PROGRAM INC	NY	SCHENECTAD	12307	518-374-9181		South
SCHENECTADY COUNTY	NY	SCHENECTAD	102302	518-388-4241		South
SCHICKLI DESIGN ASSOCIATES INC	KY	JEFFERSON	40204	502-585-1500		South
SCHMIDT GOODMAN OFFICE PRODUCTS	MN	OLMSTED	55906	507-282-3870		South
SCHNEIDER LEAGUE ASSOCIATES	VA	FAIRFAX	22032	703-967-0216		South
SCHOHARIE COUNTY LEGISLATIVE BOARD	NY	SCHOHARIE	12157	518-295-8347		South
SCHOOL 77	NY	ERIE	14213	716-84-0356		South
SCHOOL DISTRICT OF HAVERFORD TOWNSHIP	PA	DELAWARE	19083	610-809-1341		South
SCHOOL DISTRICT OF LANCASTER	PA	LANCASTER	17602	717-735-7869		South
SCHOOL DISTRICT OF NIAGARA FALLS NY	NY	NIAGARA	14304	716-286-4216		South
SCHOOL EQUIPMENT INC	NM	BERNALILLO	87110	505-888-5959		South
SCHOOL SPECIALTY	WI	OUTAGAMIE	54912	920-734-5712		South
SCHWERDT CONTRACT INTERIORS	KS	SHAWNEE	66614	785-272-9522		South
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	TN	ANDERSON	37831			South
SCM TRANSCEND LLC	PR	SAN JUAN	00918	787-749-8000		South
SCOTT RICE OFFICE INTERIORS LLC	KS	SEDGWICK	67219	316-269-2700		South
SCOTT RICE OFFICE WORKS	KS	JOHNSON	66215	913-888-7600		South
SCOTT RICE WORKSPACE SOLUTIONS	OK	OKLAHOMA	73196-0017	918-362-4300		South
SCS INTEGRATED SUPPORT SOLUTIONS LLC	VA	WARREN	22630	703-494-5025	Yes	South
SCS INTEGRATED SUPPORT SOLUTIONS, LLC	VA	FRONT ROYAL	22630-3073	8888821520	Yes	South
SDV OFFICE SYSTEMS LLC	IL	DU PAGE	60515			South
SDV OFFICE SYSTEMS, LLC	NC	ASHEVILLE	28805-1246	844-968-9500	Yes	South
SEA GATE INTERIORS	OH	LUCAS	43528	419-861-6161		South
SEAATS LLC	IL	COOK	60661	312-768-4250		South
SEAL FURNITURE & SYSTEMS	CA	SAN DIEGO	92121	858-450-9960		South
SEATS AND STATIONS INC	CA	PLACER	95747	916-786-8005		South
SEBREE & ASSOCIATES INC	MD	BALTIMORE	21215	410-499-3139		South
SEDGWICK BUSINESS INTERIOR	NY	MONROE	14607	585-461-5070		South
SEDGWICK BUSINESS INTERIOR	NY	ONONDAGA	13204	315-424-1500		South
SEELY CONOVERS OFFICE CENTRE	NY	MONTGOMERY	12010	518-842-1720		South
SEELY OFFICE SOLUTIONS	IN	ALLEN	46825	260-969-4999		South
SEGINSKI & ASSOCIATES	CA	ORANGE	92660	714-558-7600		South
SELBY CONSTRUCTION SERVICES	TX	HARRIS	77377	832-559-7803		South
SENA HOSPITALITY DESIGN INC	FL	ORANGE	32814	407-730-9996		South
SENETICS	HI	HONOLULU	96817	808-531-9788		South
SENSIBLE OFFICE SOLUTIONS	MN	HENNEPIN	55418	612-767-5940		South
SEQUOIA OFFICE OUTFITTERS	MA	NORFOLK	02052	508-359-4499		South
SEWCO INC DBA OFFICEWISE	TX	POTTER	79105	806-372-2236		South
SHARON WALLENBERG & ASSOCIATES	FL	PASCO	34691	727-756-5070		South
SHARP OFFICE SUPPLY	AR	SHARP		870-994-7125		South
SHARP SCHOOL SERVICES INC	IN	LAKE	46342	219-942-6903		South
Shasta County Superior Court	CA	SHASTA	96001	530-225-5685		South
SHAW OFFICE SUPPLIES INC	NC	ROBESON	28358	910-739-2906		South
SHAWN DAVIS	CA	ALAMEDA	94566	925-485-4913		South
SHEEHANS OFFICE INTERIORS	RI	NEWPORT	02871	401-683-3150		South
SHEENA INC	MI	OAKLAND	48324	248-792-3612		South
SHELBY COUNTY 911	AL	SHELBY	35124	205-439-6911		South
SHELBY COUNTY BOARD OF EDUCATION	AL	SHELBY	35051-1910	205-682-7048		South
SHELBY COUNTY COMMISSION	AL	SHELBY	35051	205-669-3955		South
SHELBY COUNTY COMMISSION	AL	SHELBY	35051	205-669-3708		South
SHELBY COUNTY DRUG ENFORCEMENT TASK	AL	SHELBY	35051	205-670-0436		South
SHELBY COUNTY PARK & REC AUTHORITY	AL	SHELBY	35242	205-991-2015		South
SHELBY DISTRIBUTIONS INC	TX	EL PASO	79906	915-590-3050	Yes	South

SHELBY DISTRIBUTIONS INC.	TX	EL PASO	79906-5232	915-590-3050 EXT. 1	Yes	South
SHELF EXPRESS INC	OH	HAMILTON	45231	513-200-8239		South
SHELTON KELLER GROUP	TX	TRAVIS	78744-3069	512-481-1500		South
SHELTON STATE COMM.COLLEGE	AL	TUSCALOOSA	35405	205-391-2211		South
SHENANDOAH COUNTY ADMINISTRATIVE OFFICE	VA	SHENANDOAH	22664			South
SHENENDEHOWA CENTRAL SCHOOLS	NY	SARATOGA	12065	518-881-0600		South
SHEPPARDS BUSINESS INTERIORS	NE	DOUGLAS	68114	402-393-8888		South
SHERIDAN GROUP, THE	CA	LOS ANGELE	90025	310-575-0664		South
SHERIFF'S OFFICE - POLICE ACADEMY	NJ	MONMOUTH	07728	732-431-7370		South
SHIPPENSBURG UNIVERSITY OF PA	PA	CUMBERLAND	17257			South
SHORE TOTAL OFFICE	CA	SAN DIEGO	92126	858-271-8645		South
SHREE HIDDHIVINAYAK HOSPITALITY LLC C/O HOSPITALITY FURNISHIN	PA	BUTLER	16063	877-452-2117		South
SHREVEPORT JOB CORPS CENTER	LA	CADDO	71109	318-629-7596		South
SHRIJI MAHARAH LLC HYATT PLACE VINTAGE PARK	TX	DALLAS	75006	469-647-3647		South
SHULAR CONTRACTING INC	MS	HARRISON	39503	228-868-1733		South
SIDEMARK CORPORATE FURNITURE	CA	SANTA CLAR	95054	408-490-3300		South
SIENA COLLEGE	NY	ALBANY	12211	518-783-2316		South
SIERRA OFFICE SYSTEMS & PROD	CA	SACRAMENTO	95827	916-369-0491		South
SIERRA SCHOOL EQUIPMENT CO	CA	KERN	93308	661-399-2993		South
SIFFORD CONTRACT INTERIORS	MO	GREENE	65802	417-866-3100		South
SIGNATURE RESOURCE GROUP, INC	NC	FORSYTH	27101	336-723-7902		South
SILVER SPRING URBAN DISTRICT	MD	MONTGOMERY	20910			South
SILVERSTONE HOSPITALITY, LLC	CO	BOULDER	80026	720-890-2866		South
SILVERWEST-I INVERNESS LLC	CO		80112	303-689-0800		South
SIMMONS OFFICE INTERIORS	NC	GUILFORD	27404	336-292-8525		South
SIMON FOX & COMPANY	PA	MONTGOMERY	19462	610-239-9001		South
SIMPLICITY SERVICES	OH	FRANKLIN	43016			South
SINGLE OFFICE STOP LLC	OH	HIGHLAND	45133	937-393-3823		South
SIOTS LLC	SC	BERKELEY	29492	847-278-2150		South
SIRI PROCUMENT LLC	AZ	MARICOPA	85013	602-758-3658		South
SISLER JOHNSTON INTERIOR DESIGN INC	FL	DUVAL	32257	904-288-0908		South
SISTERS OF CHARITY HOSPITAL	NY	ERIE	14214	716-923-2900		South
SITEL WORLDWIDE CORPORATION & AFFILIATES	TN	DAVIDSON	37203	615-301-7100		South
SITESOURCE LLC	NJ	PRINCETON	08540-2601	609-683-1007		South
SITESOURCE, LLC	NJ	MERCER	08540	609-683-1007		South
SJD ASSOCIATES LLC	SC	GREENVILLE	29681	864-419-2095		South
SKB PROCUREMENTS INC	DC	DISTRICT O	20036	202-332-2434		South
SKIDMORE COLLEGE ACCOUNTS PAYABLE	NY	SARATOGA	12866	518-580-5847		South
SKUTCHI DESIGNS INC	SC	HORRY	29579	843-410-5446		South
SLI DESIGN INC	TX	HARRIS	77043	713-465-4650		South
SLIPPERY ROCK UNIVERSITY	PA	BUTLER	16057	724-738-2025		South
SLM CONTRACT FURNITURE INC	CA	SAN DIEGO	92117	858-277-9700	Yes	South
SLM CONTRACT FURNITURE, INC.	CA	SAN DIEGO	92117-7007	858-277-9700	Yes	South
SMART BUSINESS INTERIORS,INC.	MO	BOONE	65205	573-474-4057		South
SMART OFFICE ENVIRONMENTS LLC	WA	KING	98006	206-730-8871		South
SMART OFFICE INTERIORS	CA	SANTA BARB	93101	805-965-8585		South
SMART OFFICE SERVICES	MD	ANNE ARUND	21061	410-787-2525		South
SMART SPACE LLC	NY	NEW YORK	10016	212-542-5749		South
SMC HOTELS	TX	DALLAS	75006	469-647-3647		South
SMD DESIGN INC	SC	HORRY	29577	843-283-2710		South
SMDC	AL	MADISON	35898	256-955-3572		South
SMITH & ASSOC. OFFICE PRODUCTS	GA	GLYNN	31520	912-264-2775		South
SMITH CONTRACT LLC	VA	FREDERICKS	22401	703-928-2339		South
SMITH HOME GALLERY	IA	DUBUQUE	52003	563-582-4111		South
SMITH OFFICE PLUS	IN	TIPPECANOE	47702	765-447-3171		South
SMITHSONIAN INSTITUTION	DC	DISTRICT O	20013-7012	202-275-0188		South
SMJ CORPORATE LLC	IL	COOK	60018	847-288-0100		South
SNAP OFFICE	MI	OTTAWA	49423	616-895-7505		South
SNEAD STATE COMMUNITY COLLEGE	AL	MARSHALL	35957	256-593-5120		South
SNOWHITE HOSPITALITY DBA VERTICALLY INTEGRATED PROJECTS	IL	DUPAGE	60101	630-543-2323		South
SOCIAL SECURITY ADMINISTRATION	CA	SAN DIEGO	91942	877-405-4548		South
SOCIAL SECURITY ADMINISTRATION	MD	BALTIMORE	21235	410-965-1010		South
SOCIAL SECURITY ADMINISTRATION CREDIT CARD	MD	BALTIMORE				South
SOG RMB	TX	EL PASO	79918	915-231-2858		South
SOLEBURY SCHOOL	PA	BUCKS	18938	215-862-5261		South
SOLID SOLUTIONS/INST. OUTFITTERS INC	GA	BARROW	30680	770-867-0822		South
SOLUTION PLANNING AND CONTRACT ENVIRONMENT, INC.	MI	MIDLAND	48642-7831	989-835-5151	Yes	South
SOLUTIONS BUSINESS FURNITURE	CA	NEVADA	95959	916-205-7147		South
SOLUTIONS OFFICE INTERIORS INC	CA	SANTA CLAR	95112	408-295-0101		South
SOUND OFFICE SOLUTIONS	WA	KING	98034	206-355-0861		South

SOURCE INTERIORS LLC	SC	GREENVILLE	29681	800-507-5799		South
SOURCE ONE FURNITURE, LLC	NJ	CAMDEN	08003	856-428-6902		South
SOURCE ONE INTERNATIONAL INC	IL	COOK	60202	847-570-9030		South
SOUTH ARKANSAS BUSINESS SOLUTIONS	AR	JEFFERSON	71613	870-879-6400		South
SOUTHERN OFFICE SUPPLIES INC	GA	TIFT	31793	229-387-9555		South
SOUTHERN TIER CONTRACT INCORPORATED	NY	CHEMUNG	14901	607-737-0644		South
SOUTHERN TIOGA SCHOOL DISTRICT	PA	TIOGA	16912	570-638-2183		West
SOUTHERN UNION STATE COMMUNTY COLLEGE	AL	RANDOLPH	36276	256-395-2211		West
SOUTHWEST BUSINESS PRODUCTS INC	OK	KAY	74602	580-765-4401		West
SOUTHWEST CONSTRUCTION MANAGEMENT LTD	ON		M5A 4N3			West
SOUTHWEST FACILITY SERVICES, LLC	AZ	MARICOPA	85234	480-543-7156		West
SOUTHWEST OFFICE SUPPLY, INC.	OR	MULTNOMAH	97210	503-241-1921		West
SOUTHWEST PARTITIONS DBA RC TAYLOR INC	AZ	MARICOPA	85013	602-274-0214		West
SOUTHWEST REGIONAL COOPERATIVE	NM	SIERRA	87901	575-894-7589		West
SOUTHWESTERN PENNA WATER AUTHORITY	PA	GREENE	15344	724-883-2301		West
SOUTHWESTERN STATIONERS INC	OK	OKLAHOMA	73118	405-525-9411		West
SPACE AS ART	FL	SARASOTA	34236	941-388-8202		West
SPACE CARE INC.	MI	OAKLAND	48072	248-541-9060		West
SPACE OFFICE INTERIORS	PA	WAYNE	18428	570-226-5106		West
SPACEPORT AUTHORITY	NM	DONA ANA	88001	575-267-8500		West
SPACES GROUP LLC	TN	SHELBY	38018	901-348-4600		West
SPACES INC	KS	JOHNSON	66215	913-894-8900		West
SPACES, INC.	OK	OKLAHOMA	73034	405-216-8800		West
SPACESAVER INTERIORS	MD	MONTGOMERY	20895	301-933-9390		West
SPACESAVER SYSTEMS, INC.	MD	KENSINGTON	20895-2102	301-933-9390	Yes	West
SPAIN COMMERCIAL, INC.	VA	YORK	23692	757-872-8606		West
SPECIALIZED MARKETING LTD	MD	ANNE ARUND	21401	410-269-7745		West
SPECIALIZED OFFICE SYSTEMS INC	AZ	MARICOPA	85024	602-485-0900		West
SPECPRO TECHNICAL SERVICES LLC	CA	SAN DIEGO	92121			West
SPECTRUM DESIGN GROUP	NY	MONROE	14534	585-387-7190		West
SPECTRUM INTERIORS	MN	DAKOTA	55306	952-808-9999		West
SPECTRUM-A HM DEALER	PA	MONTGOMERY	19460	610-354-0300		West
SPELLMAN BRADY & CO	MO	SAINT LOUI	63105	314-862-0070		West
SPENCER COMPANY, THE	TX	DALLAS	75207	214-720-0345		West
SPENCER DESIGN CONSULTANTS INC	FL	COLLIER	34109	239-450-4395		West
SPRING HILL SUITES PGH MILLS (256)	TX	COLLIN	75093	972-616-8349		West
SPRINGBROOK NY INC	NY	OTSEGO	13820	607-286-7171		West
SPRINGHILL HOLLAND MI	MI	OTTAWA	49424	248-289-1229		West
SPRINGHILL SUITES	AR	PULASKI	72205	501-444-2138		West
SPRINGHILL SUITES	NC	IREDELL	28117	919-669-7430		West
SPRINGHILL SUITES - K.O.P	PA	MONTGOMERY	19406			West
SPRINGHILL SUITES GAINESVILLE	CO	ARAPAHOE	80112	303-689-0800		West
SPRINTZ FURNITURE SHOWROOM,INC	TN	DAVIDSON	37209	615-234-3200		West
SQUARE 369 RESIDENCES SPE LLC	TX	DALLAS	75225	817-975-0058		West
SRAA SYRACUSE REGIONAL AIRPORT AUTH	NY	ONONDAGA	13212	315-454-3263		West
SSH IN M PROPERTY LLC	CO		80027	874-441-1892		West
ST CHARLES CITY COUNTY LIBRARY	MO	SAINT CHAR	63376	636-441-2300		West
ST CLAIR COUNTY	MI	SAINT CLAI	48040	810-364-8990		West
ST CLAIR COUNTY OF COMMISSION	AL	SAINT CLAI	35953	205-594-2100		West
ST ELIZABETH HOSPITAL	IL	SAINT CLAI	62225-5252	618-256-7660		West
ST FRANCIS OF WILLIAMSVILLE	NY	ERIE	14221	716-633-5400		West
ST JAMES MERCY HOSPITAL	NY	STEUBEN	14843	607-324-8024		West
ST JOHN FISHER COLLEGE	NY	MONROE	14618	585-385-8049		West
ST JOHNS UNIVERSITY	NY	QUEENS	11439	718-990-1963		West
ST JOSEPHS COLLEGE	NY	SUFFOLK	11772	631-687-5100		West
ST JOSEPHS HOSPITAL	NY	ONONDAGA	13203	315-448-6129		West
ST LAWRENCE HEALTH SYSTEM	NY	SAINT LAWR	13676	315-261-5236		West
ST LOUIS COUNTY ECONOMIC COUNCIL	MO	SAINT LOUI	63105	314-615-7646		West
ST LUKES CORNWALL HOSPITAL	NY	ORANGE	12550	845-568-2474		West
ST LUKES ROOSEVELT ACCOUNTS PAYABLE	NY	NEW YORK	10276	212-256-2531		West
ST MARYS SCHOOL DISTRICT	PA	ELK	15857	814-834-7831		West
ST PATRICK CATHOLIC CHURCH	PA	CHESTER	19355			West
ST PETERS HOSPITAL	NY	ALBANY	12208	518-275-4232		West
ST. BONAVENTURE UNIVERSITY	NY	CATTARAUGU	14778	716-375-2620		West
STADIUM HOTEL LLC	CO	BOULDER	80027	303-530-3885		West
STAFF ATTORNEYS OFFICE	GA	FULTON	30303	404-335-6100		West
STAMFORD OFFICE FURNITURE	CT	FAIRFIELD	06902	203-388-2311		West
STANCZAK AND ASSOCIATES	PA	MONTGOMERY	19428	610-828-8088		West
STANDARD COMMERCIAL INT (SCI)	NY	ALBANY	12204	518-433-0029		West
STANDARD OFFICE SUPPLY	DC	DISTRICT O	20011	202-829-4820		West

STANFORD FREE LIBRARY	NY	DUTCHESS	12581			West
STANZIONE ASSOCIATES	FL	SARASOTA	34231	941-365-1234		West
STAPLES	SC	RICHLAND	29224	508-253-8926		West
STAPLES BUSINESS ADVANTAGE	FL	BROWARD	33025	866-387-9873		West
STAPLES, INC.	NJ	ENGLEWOOD	07631-4802	800 999 9077 EXT 335		West
STAR STATIONERS	NC	MECKLENBUR	28227	704-375-3206		West
STATE BOARD OF WORKERS COMPENSATION	GA	FULTON	30303	404-656-2016		West
STATE LAND OFFICE	NM	SANTA FE	87504	505-827-5868		West
STATE OF ALABAMA	AL	TUSCALOOSA	35486	205-247-3593		West
STATE OF ALABAMA DEPT OF FINANCE	AL	MONTGOMERY	36130	334-242-7388		West
STATE OF GA DEPARTMENT OF LAW	GA	FULTON	30334	404-651-9327		West
STATE OF KENTUCKY MEDICAL EXAMINERS OFFICE	KY	HOPKINS	42431	270-824-7048		West
STATE OF NEW MEXICO	NM	SANTA FE	87501	505-827-4575		West
STATE OF NM EDUCATIONAL RETIREMENT BOARD	NM	SANTA FE	87505	505-476-6124		West
STATE OF PA- LACKAWANNA CTY DRUG AND ALCOHOL COMMISSION	PA	LACKAWANNA	18503	570-963-6700		West
STATE OFFICE FURNITURE	GA	PUTNAM	31024			West
STATE UNIVERSITY AT ALBANY	NY	ALBANY	12222	518-442-3195		West
STATIONERS, INC.	MS	HINDS	39225-2421	601-948-3622		West
STEELCASE INC.	MI	GRAND RAPIDS	49508-7594	(616)247-2710		West
STEIN SENIOR CENTER	NY	NEW YORK	10003	646-395-8083		West
STENNIS SPACE CENTER	MS	HANCOCK	39529	228-813-4847		West
STEP UP INC	NC	UNION	28105	704-684-6275		West
STEPHANY MUNOZ	CA	SAN DIEGO	92154	619-755-7223		West
STEPHEN GAYNOR SCHOOL	NY	NEW YORK	10024	212-787-7070		West
STEPHENS OFFICE SYSTEMS INC	NC	MECKLENBUR	28203	704-525-7912	Yes	West
STEPHENS OFFICE SYSTEMS, INC.	NC	CHARLOTTE	28203-5424	980-721-2182	Yes	West
STERLING PARK RESCUE SQUAD	VA	LOUDOUN	20165	703-856-3752		West
STEVEN L COHEN AND ASSOCIATES	FL	BROWARD	33309	954-971-1010		West
STEVENS INSTITUTE OF TECHNOLOGY	NJ	HUDSON	07030	201-216-5134		West
STEVEN'S OFFICE INTERIORS	NY	ONONDAGA	13057	315-479-5595		West
STILES OFFICE SOLUTIONS	IL	JACKSON	62901	618-529-4950		West
STILLAGUAMISH TRIBE OF INDIANS	WA	SNOHOMISH	98223			West
STIR	CO	DENVER	80202	303-733-0404		West
STOCKS, INC.	IL	CHAMPAIGN	61821	217-359-1661		West
STOCKTON UNIVERSITY	NJ	ATLANTIC	08205	609-652-4271		West
STONE OFFICE EQUIPMENT, INC.	PA	LACKAWANNA	18505	570-342-1477		West
STONEHILL SALES	NY	MIDDLETOWN	10940-7203	8453861234	Yes	West
STONEHILL SALES & SERVICES LLC	NY	ORANGE	10940	845-386-1234	Yes	West
STONY BROOK FOUNDATION	NY	SUFFOLK	11794-1188	631-632-1706		West
STONY BROOK MEDICINE	NY	SUFFOLK	11779	631-444-9961		West
STONY BROOK UNIVERSITY	NY	SUFFOLK	11794	631-632-6010		West
STONY BROOK UNIVERSITY	NY	SUFFOLK	11794-2610	631-632-9407		West
STONY BROOK UNIVERSITY HOSPITAL	NY	SUFFOLK	11733	631-444-4159		West
STORAGE CONCEPTS, INC.	PA	MONTGOMERY	19002	215-643-1441		West
STOREY KENWORTHY CO	IA	POLK	50309	515-288-3243		West
STOREY KENWORTHY DBA WORKSPACE INC	IA	POLK	50309	515-288-7090		West
STORR OFFICE ENVIRONMENTS	NC	WAKE	27675	919-313-3834		West
STRAHM, DIVISION OF SGI INC	IN	ALLEN	46802	260-489-1575		West
STRATEGIC FURNITURE GROUP INC	CA	LOS ANGELE	90502	310-449-9292		West
STRATEGIC WORKPLACE SOLUTIONS	OR	MULTNOMAH	97230	503-206-4122		West
STRATEGIC WORKSPACES	MA	SUFFOLK	02210	617-426-0777		West
STRATIVIA LLC	MD	PRINCE GEO	20774	301-362-6555		West
STRICKLAND COMPANIES	AL	JEFFERSON	35214	205-798-3000		West
STRONG OFFICE FURNITURE	MI	KENT	49534	616-437-7014		West
STRONGPROJECT INC	CA	LOS ANGELE	90245	310-321-5995		West
STROUD AREA REGIONAL POLICE DEPARTMENT	PA	MONROE	18301	570-421-6800		West
STRUCTEN GROUP	DC	DISTRICT O	20005	202-386-6403		West
STUDIO 121	TN	DAVIDSON	37203	615-469-4121		West
STUDIO 2 INC	NM	BERNALILLO	87111	505-256-4811		West
STUDIO 71 OFFICE FURNISHINGS LLC	FL	DUVAL	32217	904-834-2538	Yes	West
STUDIO 71 OFFICE FURNISHINGS, LLC	FL	JACKSONVILLE	32217-4691	904-339-3059	Yes	West
STUDIO A DESIGN GROUP	PA	DAUPHIN	17033	717-813-3060		West
STUDIO ABODE LLC	GA	FULTON	30324	404-920-4154		West
STUDIO BLUE + INTERIOR DESIGN	KY	FAYETTE	40502	859-264-1477		West
STUDIO HOPE LLC, DBA MODERN MARKET	LA	ORLEANS	70130	504-896-2206		West
STUDIO OFFICE SOLUTIONS	NY	NEW YORK	10036	646-530-8474		West
STUDIO ROUGE INTERIORS	GA	COBB	30067	678-505-8059		West
STUDIO WEST	TX	LUBBOCK	79410	806-749-6162	Yes	West
SUDDATH OFFICE SOLUTIONS	FL	DUVAL	32256	904-256-5540		West
SUFFOLK COMMUNITY COLLEGE	NY	SUFFOLK	11784	631-851-6734		West

SUITE SPACES	MN	CROW WING	56425	218-824-7878		West
SULLIVANS OFFICE SUPPLY	MS	OKTIBBEHA	39759	662-323-8135		West
SULLIVANS OFFICE SUPPLY	NY	SAINT LAWR	13662	315-764-0295		West
SUMMA INTERNATIONAL	CA	LOS ANGELE		424-231-3059		West
SUMMIT HOTEL PROPERTIES	TX	TRAVIS	78738			West
SUMMIT TOWNSHIP SUPERVISORS	PA	ERIE	16509	814-868-9686		West
SUMNER FURNITURE	VA	LOUDOUN	20166	703-348-5697		West
SUNCOAST COMMUNITY HEALTH CENTERS	FL	HILLSBOROU	33579	813-349-7578		West
SUNCOAST WORKFORCE BOARD	FL	MANATEE	34208	941-358-4080		West
SUNNYSIDE COMMUNITY SERVICES, INC.	NY	QUEENS	11104			West
SUNNYVIEW HOSPITAL & REHAB	NY	SCHENECTAD	12308-2198	518-382-4508		West
SUNRAY GROUP OF HOTELS AS AGENT	ON		M2J 4Z2	416-492-1200		West
SUNY BROCKPORT	NY	MONROE	14420	383-395-2210		West
SUNY CANTON	NY	SAINT LAWR	13617	315-386-7555		West
SUNY COLLEGE OF AGRICULTURE	NY	SCHOHARIE	12043	518-255-5532		West
SUNY CORTLAND	NY	CORTLAND	13045	607-753-5751		West
SUNY FREDONIA	NY	CHAUTAUQUA	14063	716-673-3424		West
SUNY GENESEO	NY	LIVINGSTON	14454	585-245-5926		West
SUNY HSC @ SYRACUSE	NY	ONONDAGA	13210	315-464-5480		West
SUNY NEW PALTZ	NY	ULSTER	12561-2443	845-257-3175		West
SUNY OSWEGO	NY	OSWEGO	13126	315-312-2246		West
SUNY PLATTSBURGH	NY	CLINTON	12901	518-564-5402		West
SUNY STUDENT LOAN SERVICE CENTER	NY	RENSSELAER	12144	518-525-2628		West
SUPERIOR BUSINESS PRODUCTS INC	NY	SCHENECTAD	12303	518-356-2480		West
SUPERIOR INSTALLATIONS	FL	PALM BEACH	33404	561-845-9858		West
SUPPLIES EXPRESS, INC.	VA	FAIRFAX	20120-1249	703-818-8257		West
SUPPLY POST	OH	HAMILTON	45242	513-769-5522		West
SUPPLY SOURCE, INC.	PA	LYCOMING	17701	800-633-8753	Yes	West
SUPPLYSOURCE DC, LLC	VA	ALEXANDRIA	22314-1568	5706663581	Yes	West
SUPREME COURT EXECUTIVE ADMIN OFFICE	PA	DAUPHIN	17106-2545	717-231-9500		West
SURPLUS OFFICE SUPPLIES, INC.	MN	RAMSEY	55114	651-644-6494		West
SUSQUEHANNA HEALTH SYSTEM	PA	LYCOMING	17701	570-321-1000		West
SUSQUEHANNA UNNIVERSITY	PA	SNYDER	17870	570-372-4161		West
SUZANNE NICHOLS DESIGN GROUP	FL	ORANGE	32789	407-678-9651		West
SW OFFICE DESIGN	UT	UTAH	84058	801-800-7002		West
SWC OFFICE FURNITURE OUTLET	CT	FAIRFIELD	06911	203-967-8367		West
SWETMON & ASSOCIATES	FL	SEMINOLE	32750	321-594-5569		West
SWV-CY HOTEL OWNER LLC	OK	TULSA	74103	918-587-6158		West
SYNCOM SPACE SERVICES	MS	HANCOCK	39529	228-688-3319		West
SYNCOM SPACES SERVICES S3	NJ	BURLINGTON	08053	228-688-2824		West
SYNERGY BUSINESS ENVIRONMENT	TN	DAVIDSON	37203	615-383-6799		West
SYOSSET CENTRAL SCHOOL DISTRICT	NY		11791-9029	516-364-5600		West
SYRACUSE BEHAVIORAL HEALTHCARE	NY	ONONDAGA	13203	315-474-5506		West
SYRACUSE OFFICE ENVIRONMENTS	NY	ONONDAGA	13202	315-476-9091		West
SYRACUSE UNIVERSITY	NY	ONONDAGA	13244	315-443-2291		West
SYRACUSE UNIVERSITY	NY	ONONDAGA	13244	315-443-2759		West
SYSTEMATIC FACILITY SOLUTIONS	FL	DUVAL	32255-1024	904-651-1641		West
SYSTEMCENTER, INC., THE	HI	HONOLULU	96819-3137	808-847-0911	Yes	West
SYSTEMS & SPACE, INC	CA	ALAMEDA	94566	925-426-1955		West
SYSTEMS FURNITURE, INC.	WI	BROWN	54115	920-336-1510		West
SYSTEMS PLUS OFFICE SERVICE INC	PA	DAUPHIN	17113	717-939-5200		West
SYSTEMS SALES COMPANY INC	NC	PITT	27834	252-355-6948		West
SYSTEMS SOURCE, INC.	CA	ORANGE	92612	949-852-0920		West
T J DISTRIBUTORS INC	MD	HARFORD	21050	410-638-6358		West
T SCHNEIDER COMPANY	PA	SCHUYLKILL	17961	570-943-2463		West
T.MARK INTERIORS INC	CA	CONTRA COS	94526			West
TAB OFFICE ENVIRONMENT	TN	KNOX	37939	865-584-9189		West
TAB OFFICE SYSTEMS	ME	YORK	04072	207-284-4432		West
TAB PRODUCTS OF THE UPSTATE	SC	GREENVILLE	29608	864-232-0131		West
TACTICAL OFFICE SOLUTIONS	MA	ESSEX	01834	978-372-8821	Yes	West
TACTICAL OFFICE SOLUTIONS	VA	HAMPTON CI	23669	757-565-6060	Yes	West
TACTICAL OFFICE SOLUTIONS, INC	VA	HAMPTON	23669-4079	7575656060	Yes	West
TACTICAL OFFICE SOLUTIONS, LLC	MA	HAVERHILL	01830-6032	9783728821	Yes	West
TALLAHASSEE COMMUNITY COLLEGE	FL	LEON	32304	850-201-8518		West
TALOTTA INC	SC	HORRY	29588	843-650-5217		West
TALU LLC	VA	FAIRFAX	20171	571-482-5306		West
TAMPA PORT AUTHORITY	FL	HILLSBOROU	33601	813-905-7678		West
TANGRAM LLC	CA	LOS ANGELE	90670	562-365-5000		West
TANNER OF PA	PA	DAUPHIN	17111	717-985-9700		West
TAP OFFICE FURNITURE CO	GA	BIBB	31210	478-992-9856		West

TARDEC	MI		48397	586-282-6887		West
TAULA LLC	NC	FORSYTH	27101	336-391-7547		West
TAX AND REVENUE DEPARTMENT	NM	SANTA FE	87504	999-999-9999		West
TAYLOR BUSINESS PRODUCTS	NC	PERSON	27573	336-599-2146		West
TAYLOR CONTRACT LLC	LA	EAST BATON	70810	225-603-1011		West
TAYLOR RAY DESIGN LTD	OH	CUYAHOGA	44136	216-832-5190		West
TEAM OFFICE, LLC	MO	JACKSON	64108	816-221-9155		West
TEAM SUCCESS A SCHOOL OF EXCELLENCE	FL	MANATEE	34208	941-714-7260		West
TEAMMATES COMMERCIAL INTERIORS	CO	JEFFERSON	80226	303-639-5885		West
TECH VALLEY OFFICE INTERIORS INC	NY	ALBANY	12205	518-437-1089		West
TECHNICAL COLLEGE SYSTEM OF GEORGIA	GA	DEKALB	30345	404-327-6915		West
TECHNICAL COLLEGE SYSTEM OF GEORGIA	GA	CHATHAM	31402	404-253-2844		West
TECHNICAL FURNITURE RESOURCE INC	TX	TRAVIS	78701	512-327-3144		West
TECHNOLOGY DESKING INC	NY	NEW YORK	10006	212-257-6998		West
TECHNOLOGY SERVICES	MD	MONTGOMERY	20850	240-777-2922		West
TED FLORES	CA	CONTRA COS	94526	510-512-0979		West
TEKNION LLC	NJ	MOUNT LAUREL	08054-1201	856-552-5618		West
TEKNION LLC	NJ	BURLINGTON	08054	856-552-5516		West
TELCAR GROUP THE	NY	SUFFOLK	11741	631-563-9195		West
TEMPLE SQUARE INTERIORS	OH	SUMMIT	44310	234-678-6257	Yes	West
TEMPLE UNIVERSITY	PA	PHILADELPH	19122	215-926-2032		West
TERRACE INTERIORS INC	IL	DUPAGE	60532	630-961-0379		West
TERRELL ENTERPRISES INC	AL	BUTLER	36037	334-382-7415		West
TEXAS OFFICE PRODUCTS	TX	TRAVIS	78702	512-236-9080		West
TEXAS SOUTHEAST	TX	HARRIS	77092	832-368-2865		West
TEXAS STATE UNIVERSITY	TX	HAYS	78667	512-245-2521		West
THE AEROSPACE CORPORATION	CA	LOS ANGELE	90009	571-307-5207		West
THE ART OF SPACE	MD	MONTGOMERY	20854	301-775-7547		West
THE ASSEMBLY STATE OF NEW YORK	NY	KINGS	11220	718-492-6334		West
THE ASSEMBLY STATE OF NEW YORK ALBANY	NY	KINGS	11231	718-246-4889		West
THE BLUME GROUP	FL	ORANGE	32853	407-529-9082		West
THE CATHOLIC UNIVERSITY OF AMERICA	DC	DISTRICT O	20064	202-319-6033		West
THE CITY DESK COMPANY	OH	CUYAHOGA	44103	216-881-6460		West
THE COLLEGE OF SAINT ROSE	NY	ALBANY	12203	518-337-4925		West
THE COLLEGE OF WOOSTER	OH	WAYNE	44691-2363	330-263-2367		West
THE COMPETITIVE EDGE OFFICE SYSTEMS	UT	SALT LAKE	84101	907-790-5596		West
THE CORNER OFFICE	CA	MARIN	94903	415-362-5595		West
THE DE LA MOTTE COMPANY	OH	LAKE	44077	419-217-0621		West
THE DOMERACKI PARTNERS	FL	LAKE	34711	888-451-0088		West
THE EISEN GROUP	DC	DISTRICT O	20001	202-595-1900		West
THE FEDERAL HOME LOAN BANK OF CINCINNATI	OH	HAMILTON	45201	513-852-7500		West
THE FURNITURE NETWORK, INC.	NC	MECKLENBUR	28277-8851	704-846-5775		West
THE GATEWAY MIDDLE SCHOOL	NY	NEW YORK	10023-7952	212-777-5966		West
THE HARBOR INTERIORS LLC	MD	PRINCE GEO	20745	240-696-7880		West
THE HOTEL DESIGN GROUP	FL	ORANGE	32804	321-230-1708		West
THE JOHN & MABLE RINGLING MUSEUM OF ART FOUNDATION	FL	SARASOTA	34243	941-359-7400		West
THE JOYCE GROUP	NC	GUILFORD	27410	336-294-4001		West
THE JUDICIARY	NJ	MERCER	08625	609-292-8386		West
THE JUDICIARY SUPERIOR COURT OF NJ CUMBERLAND	NJ	CUMBERLAND	08302	858-453-4367		West
THE JUDICIARY SUPERIOR COURT OF NJ MONMOUTH CO	NJ	MONMOUTH	07728	732-308-2909		West
THE JUDICIARY SUPERIOR COURT OF NJ MORRIS CO	NJ	MORRIS	07963	973-856-3957		West
THE KINGSTON LIBRARY	NY	ULSTER	12401	845-331-0507		West
THE LIBERTY TEXTILE CO	OH	CUYAHOGA	44103	216-881-5994		West
THE LOS ANGELES KINGS HOCKEY CLUB LP	CA	LOS ANGELE	90245	310-535-4423		West
THE M1 PROJECT	MA	SUFFOLK	02215	617-906-6032		West
THE MADISON TEAM LLC	WA	KING		206-930-0407		West
THE MARGATE CITY LIBRARY	NJ	ATLANTIC	08402	609-822-4700		West
THE MAURER GROUP DBA COCRE8 INTERIORS	MO	SAINT LOUI	63127	314-645-4700		West
THE MOUNT SINAI HOSPITAL	NY	NEW YORK	10029	212-731-3961		West
THE MULHOLLAND GROUP LLC	NY	ALBANY	12203	212-661-5015		West
THE NAVAJO NATION	AZ	APACHE	86515	928-871-6317		West
THE NEW YORK PUBLIC LIBRARY	NY	NEW YORK	10016	212-592-7314		West
THE NEWARK PUBLIC SCHOOL	NJ	ESSEX	07102			West
THE OFC GROUP INC	TX	COLLIN	75070	817-798-2357		West
THE OFFICE CITY	CA	SAN MATEO	94063-1412	650-364-4311		West
THE OFFICE CONNECTION	MI	OAKLAND	48331	248-489-9240		West
THE OFFICE SHOP INC	MN	AITKIN	56431	218-927-6911		West
THE OFFICE STATION LLC	FL	PALM BEACH	33411	561-377-4888		West
THE PRESIDIO TRUST	CA	SAN FRANCI	94129	415-561-5300		West
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	CA	SANTA BARB	93106-2040	805-893-4182		West

THE SENECA NATION OF INDIANS	NY	CATTARAUGU	14779	716-532-4900		West
THE STUDIO BY DESIGN SPACE STUDIOS LLC	NY	MONROE	14450	585-703-6321		West
THE SUPPLY ROOM COMPANIES	VA	HANOVER	23005	804-412-2833		West
THE SYRACUSE BUSINESS CENTER INC	NY	ONONDAGA	13204	315-422-1076		West
THE ULTIMATE BACK RUB STORE INC	IL	COOK	60062	847-504-1711		West
THE UNIVERSITY OF TEXAS AT EL PASO	TX	EL PASO	79968	915-747-5163		West
THE VAN HOOZER GROUP, LLC	KS	WYANDOTTE	66109	913-406-8925		West
THE WILDERNESS CLUB AT BIG CEDAR	FL	ORANGE	32805	321-424-6038		West
THE WOREK COMPANY,INC.	NJ	MERCER	08611	609-396-5445		West
THIEL AND THIEL	TX	TARRANT	76034	817-581-3838		West
THIEMANN OFFICE PRODUCTS INV	IN	VIGO	47808	812-235-8149		West
THINK OFFICE LLC	AK	ANCHORAGE	99518	907-338-4465		West
THISTLEDOWN INTERIORS	PA	CUMBERLAND	17011	717-730-3838		West
THOMA-HOLEC DESIGN LLC	AZ	MARICOPA	85209	480-671-9307		West
THOMAS CONTRACT FURNITURE INC	TX	DALLAS	75207	214-741-3331		West
THOMAS H. LAVERY INC DBA NATIONAL FURNITURE LIQUIDATORS	TX	TARRANT	76053	817-268-1100		West
THOMAS INTERIOR SYSTEMS	IL	DUPAGE	60108	630-980-4200		West
THORPE COMMERCIAL GROUP	KY	JEFFERSON	40207	502-894-9120		West
THRIFTY OFFICE FURNITURE	NC	WAKE	27617	919-598-8454		West
THW DESIGN	GA	FULTON	30328	404-252-8040		West
TIB OFFICE	IN	LAKE	49411	219-662-2860		West
TIM O'NEIL ASSOCIATES	PA	ALLEGHENY	15126	412-953-1005		West
TIMOTHY TRAVIS	IL	COOK	60004			West
TIOGA COUNTY BOYS & GIRLS CLUB	NY	TIOGA	13827	607-687-0690		West
TITLEMAX	TX	DALLAS	75006	912-525-2675		West
TJH MEDICAL SERVICES ACCOUNTING	NY	QUEENS	11418	718-206-6796		West
TJNG PARTNERS INC	FL	ORANGE	32801	407-644-2445		West
TMG CONSTRUCTION	VA	LOUDOUN	20134	540-338-0411		West
TODAYS CLASSROOM	OH	STARK	44721	330-649-9910		West
TODAYS HOME INC.	PA	ALLEGHENY	15220	412-444-0021		West
TODAYS OFFICE INC	AR	WASHINGTON	72762	479-751-5861		West
TODAY'S OFFICE INC	AR	PULASKI	72201	501-375-5050		West
TODAY'S SYSTEMS CORPORATION	PA	MONTGOMERY	19004	610-664-7790		West
TOM SEXTON & ASSOCIATES INC	KY	BOONE	41094	859-485-7065		West
TOMPKINS CORTLAND COMMUNITY COLLEGE	NY	TOMPKINS	13053	607-844-8211		West
TOMPKINS COUNTY FACILITIES	NY	TOMPKINS	14850	607-274-0355		West
TOMPKINS COUNTY MENTAL HEALTH DEPT	NY	TOMPKINS	14850	607-274-5500		West
TOMPKINS COUNTY OFFICE FOR AGING	NY	TOMPKINS	14850			West
TOMPKINS COUNTY PLANNING DEPT	NY	TOMPKINS	14850	607-274-5500		West
TOP OFFICE PRODUCTS INC	WY	SHERIDAN	82801	307-674-7465		West
TORRANCE STATE HOSPITAL	PA	WESTMORELA	15779	724-459-4547		West
TORRES MARTINEZ DESERT CAHUILLA INDIANS	CA	RIVERSIDE	92274	760-397-0300		West
TOTAL BUSINESS SOLUTIONS	VA	PORTSMOUTH	23707	757-398-8312		West
TOTAL CORPORATE SOLUTIONS	CA	LOS ANGELE	90501	310-436-8600		West
TOTAL HEALTH ENVIRONMENT LLC	CA	ORANGE	92865	714-637-1010		West
TOTAL OFFICE CONCEPTS INC	WA	WALLA WALL	99362	509-525-5600		West
TOTAL OFFICE INTERIORS	AZ	MARICOPA	85028	480-951-6099		West
TOTAL OFFICE INTERIORS	NJ	BERGEN	07417	201-651-0700		West
TOTAL OFFICE INTERIORS	PA	MONTGOMERY	18936	610-828-3808		West
TOTAL OFFICE PRODUCTS & SVC INC	KY	JEFFERSON	40216	502-636-9278		West
TOTAL OFFICE SOLUTIONS	TX	MCLENNAN	76710	254-235-8200		West
TOTAL OFFICE SOLUTIONS INC	OH	STARK	44601	330-258-0000		West
TOTAL PLAN BUSINESS INTERIORS INC	CA	RIVERSIDE	92509	951-787-9000		West
TOWER FURNITURE SALES	NY	NASSAU	11559	917-612-7683		West
TPG RENO LLC DBA COURTYARD BY MARRIOTT RENO	ON		MSA 1E1	416-698-9043		West
TRACE SYSTEMS	VA	FAIRFAX	22182	703-414-3500		West
TRADE PRODUCTS CORP.	VA	FAIRFAX	22030-5812	7035029000		West
TRADE PRODUCTS CORP.	VA	FAIRFAX	22030-5812	7035029000		West
TRADE PRODUCTS CORPORATION	VA	FAIRFAX	22030-5811	703-502-9000		West
TRAFFIC ENGINEERING	AL	MADISON	35805	256-427-5563		West
TRANSACT	AZ	MARICOPA	85004	602-251-3838		West
TRANSAMERICAN OFFICE FURN.-AAA	PA	PHILADELPH	19127-2194	215-482-8550		West
TRANSPORTATION SECURITY ADMINISTRATION	VA	LOUDOUN	20166	703-662-2239		West
TREASURER FAUQUIER COUNTY	VA	FAUQUIER	20188	540-662-1824		West
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT	PA		19087	610-240-1936		West
TRESCO INC	NM	DONA ANA	88004	575-528-2200		West
TRI COUNTY OFFICE FURNITURE	CA	SANTA BARB	93101	805-564-4060		West
TRI STATE OFFICE INTERIORS	NY	NEW YORK	10010	646-935-3555		West
TRIANGLE OFFICE EQUIPMENT	NC	ORANGE	27515	919-929-4203		West
TRIBUNE PRODUCTS CO	IL	COOK	60714	847-972-6110	Yes	West

TRINITY HEALTH EAST	MI	OAKLAND	48007-7052	734-343-4551		West
TRINITY LIBRARY RESOURCES	TX	HAYS	78666	210-863-6638		West
TRINITY MANAGEMENT & DEVELOPMENT LLC	PA	BUTLER	16063	724-452-2114		West
TRIPLETT OFFICE ESSENTIALS	IA	POLK	52003	563-690-0230		West
TRI-STATE OFFICE FURNITURE	PA	ALLEGHENY	15136	412-771-0760		West
TRISTATE OFFICE PRODUCTS CO	GA	DECATUR	39819	229-246-3011		West
TRIUMPH HOSPITALITY	MI	OTSEGO	49735	248-514-0968		West
TROCAIRE COLLEGE	NY	ERIE	14220	716-826-1200		West
TROPE GROUP INC	CA	SONOMA	95407	707-546-8181		West
TROPHY LINE	MN	STEARNS	56379	320-493-6272		West
TROY UNIVERSITY	AL	PIKE	36081	334-670-3961		West
TROY UNIVERSITY-MITCHELL HALL	AL	PIKE	36081	334-670-3961		West
TRUE NORTH HOTEL GROUP INC	KS	JOHNSON	66210	913-345-6400		West
TRUMAN STATE UNIVERSITY	MO	ADAIR	63501	660-785-4458		West
TRUSSVILLE CITY BOARD OF EDUCATION	AL	JEFFERSON	35173	205-228-3000		West
TRUSSVILLE UTILITIES	AL	JEFFERSON	35173	205-655-3211		West
TRYCO INCORPORATED	VA	FAIRFAX	22101	703-734-0467		West
TS LODGING, LLC	MA	SUFFOLK	02127	617-268-7000		West
TUCSON BUSINESS INTERIORS	AZ	PIMA	85719	520-620-1555		West
TULALIP TRIBES	WA	SNOHOMISH	98271	360-716-4000		West
TURF OFFICE	NY	KINGS	11216	718-408-8136		West
TURNER OFFICE RESOURCES	MN	RAMSEY	55126	651-481-1621		West
TURNERBOONE CONTRACT	GA	FULTON	30318	404-733-1060		West
TURNING POINT COLLECTION LLC	DE	NEW CASTLE	19807	302-416-0092		West
TURNKEY PROJECT SERVICES LLC	TX	TARRANT	76155	817-633-1206		West
TUSCALOOSA CITY SCHOOLS	AL	TUSCALOOSA	35403	205-759-3524		West
TUSCALOOSA COUNTY BOE	AL	TUSCALOOSA	35403	205-758-0411		West
TWO9 DESIGN LLC	WA	KING	98122	206-938-4270		West
TYLANDER'S OFFICE SUPPLY	FL	PALM BEACH	33407	561-833-7997		West
TYLER STATE PARK	PA	BUCKS	18940	215-968-2021		West
U S DEPT OF STATE	DC	DISTRICT O	20520	202-663-2371		West
U S DISTRICT COURT, CLERK	NC	GUILFORD	27402	336-332-6019		West
U S PROBATION OFFICE	NC	MECKLENBUR	28202			West
U.S.RAILROAD RETIREMENT BOARD	IL	COOK		312-751-4514		West
UAB ACCOUNTS PAYABLE	AL	JEFFERSON	35294	205-996-5320		West
UAHSF	AL	JEFFERSON	35255	205-731-9860		West
UB FAMILY MEDICINE	NY	ERIE	14203	716-888-4707		West
UB FOUNDATION ACTIVITIES	NY	ERIE	14226-0900	716-645-2687		West
UB SCHOOL OF SOCIAL WORK	NY	ERIE	14260	716-645-1266		West
UC DIV OF SOCIAL SERVICES	NJ	UNION	07208	908-527-4000		West
UC JUVENILE DETENTION CTR	NJ	UNION	07036	908-523-1606		West
UC PROSECUTORS OFFICE	NJ	UNION	07202	908-527-7254		West
UCAR/NCAR	CO	BOULDER	80305	303-497-8866		West
UCF HOTEL VENTURE II	CO	BOULDER	80026	847-441-1892		West
UCLA	CA	LOS ANGELE	90024-6502	310-825-2299		West
UDC - ACCOUNTS PAYABLE	DC	DISTRICT O	20008	202-274-5488		West
UFC CAMPUS	NV	CLARK	89135	702-243-9596		West
UNICOR, FPI CENTRAL OFFICE	DC	DISTRICT O	20534			West
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY	GA	CLARKE	30603	706-613-3057		West
UNION COLLEGE	NY	SCHENECTAD	12308	518-388-6107		West
UNION COUNTY COLLEGE	NJ	UNION	07016	908-709-7055		West
UNION OFFICE FURNITURE	MA	MIDDLESEX	01887	781-396-6400		West
UNIONDALE PUBLIC LIBRARY	NY	NASSAU	11553	516-489-2220		West
UNIQUE OFFICE SOLUTIONS	NC	GUILFORD	27407	336-854-0900		West
UNISOURCE SOLUTIONS	CA	LOS ANGELE	90660	562-949-1111		West
UNISPACE	MN	DAKOTA	55306	952-808-1200		West
UNISPACE	OH	FRANKLIN	43215	614-626-7300		West
UNISPACE	PA	DELAWARE	19014	610-358-4800		West
UNISPACE INC	MA	SUFFOLK	02019	617-996-1200		West
UNISPACE SEATTLE LLC	WA	KING	98104	206-270-7000		West
UNISYS CORPORATION	ND	BURLEIGH	58501	701-221-7000		West
UNITED CORPORATE FURNISHINGS	CA	SACRAMENTO	95834	916-553-5900	Yes	West
UNITED CORPORATE FURNISHINGS, INC.	CA	SACRAMENTO	95834-1997	916-553-5900	Yes	West
UNITED HEALTH SERVICES HOSPITALS	NY	BROOME	13902	607-762-3023		West
UNITED HELPERS DAY HABILITATION	NY	SAINT LAWR	13669	315-393-3072		West
UNITED HOSPITALITY GROUP, LLC.	MI	MACOMB				West
UNITED INTERIORS	CA	LOS ANGELE	91367	818-716-1515		West
UNITED OFFICE SUPPLY AND EQUIPMENT	LA	CALCASIEU	70063	337-625-2442		West
UNITED PARCEL SERVICE	KY	JEFFERSON	40213	502-247-1838		West
UNITED SCHOOL DISTRICT	PA	INDIANA	15920	814-446-5615		West

UNITED STATES BANKRUPTCY COURT	DE	NEW CASTLE	19801	302-252-2893	West
UNITED STATES DISTRICT COURT	KS	WYANDOTTE	66101	913-735-2242	West
UNITED WAY 2 1 1	FL	SARASOTA	34236	941-256-8065	West
UNITY HEALTH SYSTEM INCORPORATED	NY	MONROE	14626	585-368-4446	West
UNIVERISTY OF NEW MEXICO	NM	BERNALILLO	87196	505-277-2236	West
UNIVERSIDAD DE PUERTO RICO	PR	SAN JUAN	00931-3337	787-763-3895	West
UNIVERSITY AREA JOINT AUTHORITY	PA	CENTRE	16801	814-238-5361	West
UNM HOSPITAL	NM	BERNALILLO	87198-0600	505-272-9272	West
UNM LOBO ENERGY, INCORPORATED	NM	BERNALILLO	87106		West
UNM REAL ESTATE DEPT	NM	BERNALILLO	87131-0001	505-277-4634	West
UPPER MACUNGIE TOWNSHIP	PA	LEHIGH	18031	610-395-4892	West
UPPER MOHAWK VALLEY	NY	ONEIDA	13502	315-335-0516	West
UPPER NAZARETH TOWNSHIP POLICE	PA	NORTHAMPTO	18064	610-759-7448	West
UPRIGHT INTERIORS FOR BUSINESS LLC	IL		60173	847-592-5895	West
UPSON COUNTY SHERIFF'S OFFICE	GA	UPSON	30286	706-647-7411	West
UPSTATE MEDICAL ANESTHESIOLOGY GROUP INC	NY	ONONDAGA	13205	315-469-3447	West
URBAN PATHWAYS K-5 COLLEGE	PA	ALLEGHENY	15222	412-392-4601	West
URBANE DESIGN STUDIO LTD	IL	WINNEBAGO	61107	815-494-8503	West
URBANOFFICE LLC	OH	LICKING	43023	614-563-7642	West
US REIF JUPITER N JEFFERSON FEE LLC	IL	COOK	60601	312-836-1111	West
US SPECIALTIES	KY	JEFFERSON	40206		West
USA HEALTH SERVICES FOUNDATION	AL	MOBILE	36688	251-460-6101	West
USA HEALTH UNIVERSITY HOSPITAL	AL	MOBILE	36617	251-380-7478	West
USA HOSPITALITY PURCHASING LLC	DC	DISTRICT O	20015	202-337-6000	West
USA HOSPITALS	AL	MOBILE	36640	251-471-7260	West
USA JFK SWCS	NC	CUMBERLAND	28310	910-432-6757	West
USACE	AL	MOBILE	36602	601-634-2100	West
USACE	OH	HAMILTON	45202	513-684-6562	West
USACE	OR	MULTNOMAH	97204	503-808-4811	West
USACE	TX	DALLAS	75242	469-487-7048	West
USACE ERDC	MS	WARREN		601-634-2741	West
USACE FINANCE CTR	TN	SHELBY	38054	817-886-1766	West
USAF	NJ	MERCER	08611	240-857-3765	West
USAF ACADEMY	CO	EL PASO	80840	719-333-7743	West
USAF PENTAGON	DC	DISTRICT O	20030	703-697-8371	West
USAFA	CO	EL PASO	80840	719-333-2556	West
USAMRMC	MD	FREDERICK	21702	301-619-7253	West
USBC ACCOUNTS PAYABLE	CA	LOS ANGELE	90012	213-894-0999	West
USCG	KY	JEFFERSON	40202	502-779-5329	West
USCG	NC	PASQUOTANK	27909	252-335-6290	West
USCG - CSC	VA	CHESAPEAKE	23320	757-842-4742	West
USCG ATC MOBILE	AL	MOBILE	36608	251-544-7407	West
USCG FINANCE CENTER	VA	CHESAPEAKE	23327	800-564-5504	West
USCG NATIONAL POLLUTION FUNDS	DC	DISTRICT O	20593-7605	202-795-6048	West
USDA	CO	LARIMER	80526	970-295-5364	West
USDA	DC	DISTRICT O	20024	202-720-0954	West
USDA	MD	PRINCE GEO	20705	301-504-4214	West
USDA	MD	PRINCE GEO	20737	301-851-2677	West
USDA	MD	PRINCE GEO	20705	301-504-6899	West
USDA	ND	BURLEIGH	58501	701-530-2000	West
USDA ***CREDIT CARD ACCT***				000-000-0000	West
USDA AMS C&T	VA	STAFFORD	22406	540-361-1126	West
USDA APHIS MRPBS	MN	HENNEPIN	55403	612-202-7866	West
USDA ARS ADMINISTRATIVE OFFICE	MS	LAFAYETTE	38655	000-000-0000	West
USDA CREDIT CARD ACCT				999-999-9999	West
USDA FOOD & NUTRITION SERVICE	CA	SAN FRANCI	94103	415-705-1363	West
USDA FOREST SERVICE	OR	MULTNOMAH	97204	503-808-2436	West
USDA FSA	IA	POLK	59322	515-331-8427	West
USDA FSA	KY	FAYETTE	40503	301-677-7642	West
USDA IOWA FARM SERVICE AGENCY	IA	POLK	50322		West
USDA RURAL DEVELOPMENT	NM	BERNALILLO	87109	505-761-4914	West
USDA RURAL DEVELOPMENT	PR	SAN JUAN	00936	787-766-5095	West
USDA- SOUTH DAKOTA STATE FSA OFFICE	SD	BEADLE	57350	605-352-1172	West
USDA, NRCS	NE	LANCASTER	68508	402-437-4046	West
USDOC	OR	MULTNOMAH	97204	503-326-3004	West
USNA	MD	ANNE ARUND	21402	410-293-3143	West
USUHS	MD	MONTGOMERY	20814	301-295-3065	West
UT SAN ANTONIO	TX	BEXAR	78249	210-468-4080	West
UTAH AIR NATIONAL GUARD	UT	SALT LAKE	84116	801-245-2121	West
UTICA COLLEGE	NY	ONEIDA	13502	315-792-3128	West

UW MEDICINE SCHOOL OF MEDICINE	WA	KING	98195	206-543-5533		West
V & F OFFICE PROUCTS	VA	FAIRFAX	22153	703-569-9500		West
V.E. LLC	AZ	CHANDLER	85226-3524	6026211762	Yes	West
V4 PROPERTIES LLC	SC	HORRY	29578	843-839-3925		West
VA MEDICAL	MO	BOONE	65201	573-814-6370		West
VALATIE FREE LIBRARY	NY	COLUMBIA	12184	518-758-9321		West
VALDOSTA STATE UNIVERSITY	GA	LOWNDES	31698	229-333-5708		West
VALDOSTA TECHNICAL COLLEGE	GA	LOWNDES	31602	229-549-7368		West
VALIANT PRODUCTS CORPORATION	CO	DENVER	80204	303-892-1234		West
VANGARD CONCEPT OFFICES	CA	SANTA CLAR	95131	408-325-3200		West
VANGUARD ENVIRONMENTS INC	TX	HARRIS	77024	713-871-8686		West
VANTAGE COMMERCE LLC	NV	CLARK	89101	702-296-4156		West
VARIETY OFFICE PRODUCTS, INC.	WI	EAU CLAIRE	54703	715-834-6650		West
VARUNEE BETTS	MA	BRISTOL	02766	000-000-0000		West
VATERS OFFICE FURNITURE	OK	OKLAHOMA	73118	405-524-2757		West
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT	CA	VENTURA	93010	805-652-5500		West
VENTURE ENTERPRISES	AZ	MARICOPA	85226-3524	480-940-9343		West
VERTEX BUSINESS INTERIORS	CA	ORANGE	92780	714-669-9668		West
VETERAN INITIAL OUTFITTING ACTIVATION SERVICES	TX	GUADALUPE	78108	210-562-3356		West
VETERAN OFFICE DESIGN LLC	NC	MECKLENBUR	28210	980-721-2184	Yes	West
VETERAN OFFICE DESIGN, LLC	NC	CHARLOTTE	28210-4809	980-721-2184	Yes	West
VETERANS AFFAIRS MEDICAL CENTER	ND	CASS	58102			West
VETERANS INTERIORS SOLUTIONS	CA	SANTA CLAR	95110	408-583-4200		West
VETERANS OFFICE INTERIORS	NY	ONONDAGA	13219	315-214-5195		West
VETERANS PROCUREMENT RESOURCES LLC	LA	ORLEANS	70124	757-348-6711		West
VICTORIA COLLEGE	TX	VICTORIA	77901	361-572-6461		West
VICTORY ACADEMY	LA	EAST BATON	70814	225-272-8339		West
VIKING OFFICE SUPPLY INC	MN	DOUGLAS	56308	320-762-1503		West
VILLA HEALTHCARE	IL	COOK	60076	224-251-7737		West
VILLA MARIA COLLEGE	NY	ERIE	14225-0705	716-633-5600		West
VILLA PARK OFFICE EQUIPMENT	IL	DUPAGE	60181	630-279-2312		West
VILLAGE OF COLONIE	NY	ALBANY	12205	518-869-7562		West
VILLAGE OF FAYATTEVILLE	NY	ONONDAGA	13066	315-637-9864		West
VILLAGE OF GARDEN CITY	NY	NASSAU	11530	516-465-4162		West
VILLAGE OF HUNTINGTON BAY	NY	SUFFOLK	11743	631-427-2843		West
VILLAGE OF LOS LUNAS	NM	VALENCIA	87031	505-352-3580		West
VILLAGE OF MAMARONECK	NY	WESTCHESTE	10543	914-777-7722		West
VILLAGE OF NORTH HILLS	NY	NASSAU	11576	516-627-3451		West
VILLAGE OF RIDGEWOOD	NJ	BERGEN	07450	000-000-0000		West
VILLAGE OF RUIDOSO	NM	LINCOLN		575-258-4343		West
VILLAGE OF SCOTIA	NY	SCHENECTAD	12302	518-374-1071		West
VILLAGE OF WILLIAMSVILLE	NY	ERIE	14221	716-632-4120		West
VINELAND BOARD OF EDUCATION	NJ	CUMBERLAND	08360	856-794-6700		West
VIP OFFICE FURNITURE AND SUPPLY INC	GA	LIBERTY	31310	912-370-2847		West
VIRCO INC	AR	FAULKNER	72033	310-533-0474		West
VIRGINIA BUSINESS INTERIORS	VA	LOUISA	22901	434-979-8770		West
VIRGINIA PROSTHETICS	VA	AUGUSTA	22939	540-949-4248		West
VISALIA POLICE DEPARTMENT	CA	TULARE	93291	559-713-4935		West
VISION BUSINESS PRODUCTS	PA	ALLEGHENY	15106	412-276-3588		West
VISIONARY OFFICE FURNITURE LLC	WA	SNOHOMISH	98208	425-422-8575		West
VITECH FURNITURE SOLUTIONS INC	MD	FREDERICK	21771	301-829-0281		West
VOCON DESIGN INC	OH	CUYAHOGA	44115	216-588-0800		West
VOGUE HOSPITALITY	GA	FORSYTH	30004	770-963-3931		West
VRD CORPORATE INTERIORS	NY	SUFFOLK	11741	631-956-7000		West
W H OSWALT CO INC	OH	RICHLAND	44901	419-529-2030		West
W S GOFF COMPANY INC	NJ	ATLANTIC	08330	609-625-5600		West
W. B. MASON CO., INC.	MA	BROCKTON	02301-4014	1-508-586-3434		West
WAGNON & MANNING DESIGN INC	TX	DALLAS	75219	214-744-2000		West
WAKE TECHNICAL COMMUNITY COLLEGE	NC	WAKE	27603	919-866-5500		West
WALDNERS BUSINESS ENVIRONMENTS INC	NY	SUFFOLK	11735	631-694-1522	Yes	West
WALDNER'S BUSINESS ENVIRONMENTS, INC.	NY	FARMINGDALE	11735-4804	(631)694-1522	Yes	West
WALLACE COMMUNITY COLLEGE SELMA	AL	DALLAS	36702-2350	334-876-9227		West
WALLACE STATE COMMUNITY COLLEGE	AL	CULLMAN	35077	256-352-8000		West
WALNUT VALLEY UNIFIED SCHOOL DISTRICT	CA	LOS ANGELE	91789	909-595-1261		West
WALSH BROTHERS	AZ	MARICOPA	85001-1711	602-252-6971		West
WALTON COUNTY SCHOOL DISTRICT	GA	WALTON	30656	770-266-4446		West
WARDENS 1721	CA	STANISLAUS	95354	209-758-6734		West
WAREHOUSE DIRECT	IL	COOK	60018	847-952-1925		West
WARREN COUNTY	NY	WARREN	12845	51-761-6538		West
WARREN COUNTY SCHOOL DISTRICT	PA	WARREN	16345	814-723-6900		West

WARSAW COMMUNITY SCHOOL	IN	KOSCIUSKO	46580	574-371-5098		West
WASHINGTON BUSINESS INTERIORS	MD	ANNE ARUND	20794	410-799-0750		West
WASHINGTON COUNTY PURCHASING	PA	WASHINGTON	15301	724-228-6740		West
WASHINGTON GROUP SOLUTIONS INC	VA	FALLS CHUR	22046	703-237-9596		West
WASHINGTON OFFICE INTERIORS LLC	MD	SILVER SPRING	20910-5657	301-869-7020	Yes	West
WASHINGTON OFFICE INTERIORS LLC	MD	MONTGOMERY	20852	301-770-4327		West
WASHINGTON UNIVERSITY	MO	SAINT LOUI	63112	314-935-5813		West
WASHINGTON WORKPLACE	VA	ARLINGTON	22204-2320	703-979-7835		West
WATER AUTHORITY	NY	NASSAU	11001	516-327-4000		West
WATERLIET PUBLIC LIBRARY	NY	ALBANY	12189	518-274-4471		West
WATERTOWN INTL AIRPORT	NY	JEFFERSON	13634	315-785-3077		West
WATKINS GLEN CENTRAL SCHOOL	NY	SCHUYLER	14891	607-535-3219		West
WAY OFFICE INC	PA	CLEARFIELD	15801	814-371-9100		West
WAYFAIR	MA	SUFFOLK	02116	617-532-6815		West
WAYNE ARC	NY	WAYNE	14513	315-331-7741		West
WAYNE FINGERS LAKES BOCES	NY	WAYNE	14513-1863	315-332-7400		West
WAYNESBURG UNIVERSITY	PA	GREENE	15370	724-852-3282		West
WB BRAWLEY CO	NC	NEW HANOVE	28403	910-452-2195		West
WB MASON CO INC	MA	PLYMOUTH	02303	508-586-3434		West
WB WOOD NY	NJ	SOMERSET	07920	908-636-2144		West
WCNY FOUNDATION	NY	ONONDAGA	13220	315-453-2424		West
WEATHERALLS INC	MS	LEE	38804	662-842-5282		West
WEBER DESIGN	OK	TULSA	74105	918-749-3097		West
WEBSTER COUNTY BOARD OF EDUCATION	KY	WEBSTER	42409	270-639-5083		West
WEDMAN INDUSTRIES	CA	CONTRA COS	94806	415-505-5176		West
WEEKS LERMAN GROUP LLC, THE	NY	QUEENS	11378	718-803-5000		West
WEGMAN DESIGN GROUP	FL	COLLIER	34109	239-596-8551		West
WEINBERGERS FURNITURE	GA	COLUMBIA	30907	706-922-1370		West
WELLS DESIGN GROUP	FL	PALM BEACH	33487	561-998-4851		West
WELLS GROUP INC	TX	HARRIS	77043	713-464-5700	Yes	West
WELLS REIT II ONE GLENLAKE PARKWAY LLC	GA	DEKALB	30340	678-672-4738		West
WES RUS LLC	UT	SALT LAKE	84121	801-865-2084		West
WESLEY GARDENS	NY	MONROE	14607	585-241-2184		West
WESNIC INC	FL	DUVAL	32216	904-733-8444		West
WEST BRANCH AREA SCHOOL DISTRICT	PA	CLEARFIELD	16858	814-345-5627		West
WEST CHESTER UNIVERSITY OF PA	PA	CHESTER	19383	610-430-5654		West
WEST DEPTFORD TOWNSHIP	NJ	GLOUCESTER	08086	856-845-4004		West
WEST END INTERIORS LLC	TN	DAVIDSON	37209	615-289-2006		West
WEST MICHIGAN OFFICE INTERIORS	MI	ALLEGAN	49423	616-396-7303		West
WEST WINDSOR PARKING AUTHORITY	NJ	MERCER	08550	609-799-3130		West
WESTCHESTER MEDICAL CENTER	NY	WESTCHESTE	10595	914-493-2888		West
WESTERN BEAVER COUNTY SCHOOLS	PA	BEAVER	15059	724-643-9310		West
WESTERN CENTRAL PENNSYLVANIA ELECTRICIANS	PA	BEAVER	15009	724-775-0969		West
WESTERN CONTRACT FURNISHERS	CA	SACRAMENTO	95742	916-638-3338		West
WESTERN CONTRACT INTERIORS	CA	SANTA CLAR	95112	408-275-9600		West
WESTERN KENTUCKY UNIVERSITY	KY	WARREN	42101	270-745-3056		West
WESTERN KENTUCKY UNIVERSITY	KY	BARREN	42141	270-861-6935		West
WESTERN NEW MEXICO UNIVERSITY	NM	GRANT	88062	575-538-6553		West
WESTERN OFFICE LA, INC DBA WESTERN OFFICE	CA	LOS ANGELE	90040	323-271-1800		West
WESTFALL COMMERCIAL FURNITURE	CA	LOS ANGELE	90071	213-629-0009		West
WESTFIELD AREA YMCA	NJ	UNION	07090			West
WESTHILL CENTRAL SCHOOLS	NY	ONONDAGA	13219	315-426-3210		West
WESTLAKE HOLDINGS, INC	MA	WORCESTER	01420	978-342-3366		West
WESTLINK INTERIORS	UT	SALT LAKE	84107	801-201-5652		West
WESTMERE FIRE DISTRICT	NY	ALBANY	12203	518-456-6734		West
WESTMORELAND CONTRACT FURNITURE	PA	WESTMORELA	15601	724-838-7723		West
WESTMORELAND CSD	NY	ONEIDA	13490	315-557-2611		West
WH&L SPACES	TX	HARRIS	77007	281-831-8728		West
WHI CONSTRUCTION MANAGEMENTS LLC	OH	HAMILTON	45242	513-794-2584		West
WHITE HOWARD BRANDS LLC	GA	FULTON	30318	404-789-5573		West
WHITE LODGING AS AGENT	IN	LAKE	46410	219-472-2982		West
WHITE OFFICE FURNITURE LTD	SC	YORK	29731-6803	803-328-1821		West
WHITE PLAINS HOSPITAL CTR	NY	WESTCHESTE	10601	914-681-0600		West
WHITEHALL CENTRAL SCHOOL BUSINESS OFFICE	NY	WASHINGTON	12887	518-499-1772		West
WHITESBORO CENTRAL SCHOOL	NY	ONEIDA	13492	315-266-3333		West
WHOLE CUBES LLC	IL	DUPAGE	60101	331-218-0600		West
WHOLESALE COMMERCIAL INTERIORS	OR	WASHINGTON	97008	503-469-9878		West
WIDEWATERS CONSTRUCTION INC	NY	ONONDAGA	13214	315-445-8540		West
WIDMER INC	IL	PEORIA	61615	309-693-9300		West
WILEY OFFICE FURNITURE	IL	SANGAMON	62703	217-544-2766		West

WILL ADAMS	OH	HAMILTON	45268	513-569-7887		West
WILLIAM BEAUMONT ARMY MED CTR	TX	EL PASO	79920	999-999-9999		West
WILLIAM DUANE ESPINOSA	FL	COLLIER	34109	239-594-8559		West
WILLIAM P PETERSON ASSOC	UT	SALT LAKE	84117	801-293-8650		West
WILLIAM PATERSON UNIVERSITY	NJ	PASSAIC	07474	973-720-3646		West
WILLIAMS INTERIOR DESIGNS INC	OH	FRANKLIN	43219	614-418-7250		West
WILLIAMSVILLE CSD	NY	ERIE	14051	716-626-8000		West
WILSON OFFICE INTERIORS	TX	DALLAS	75247	972-488-4100		West
WILTONS OFFICEWORKS LTD	TX	BRAZOS	77802	979-268-0062		West
WINCHESTER PUBLIC SCHOOLS	VA	WINCHESTER	22601	540-667-4253		West
WINSTON SALEM STATE UNIVERSITY	NC	FORSYTH	27110	336-750-2742		West
WIREGRASS GEORGIA TECHNICAL COLLEGE	GA	LOWNDES	31602	229-333-2100		West
WISE OFFICE SUPPLY INC	AL	PIKE	36081	334-566-3790		West
WITT & WITT INTERIOR DESIGN	TX	TRAVIS	78704	512-916-4652		West
WITTIGS OFFICE INTERIORS LTD	TX	BEXAR	78215	210-270-0100		West
WJ OFFICE CITY	NC	WATAUGA	28607	828-264-3283		West
WMATA	DC	DISTRICT O	20001	202-962-1574		West
WMK OFFICE SAN DIEGO, LLC	CA	SAN DIEGO	92121-1970	(858) 569-4700		West
WOMACK ARMY MEDICAL CENTER	NC	CUMBERLAND	28310	910-907-8232		West
WOODHULL MEDICAL & MENTAL HEALTH CENTER	NY	KINGS	11206	718-963-8119		West
WORD OF LIFE FELLOWSHIP	NY	ESSEX	12870	518-494-6000		West
WORKCENTER SOLUTIONS INC	PA	ALLEGHENY	15205	412-221-5300		West
WORKFLOW INTERIORS INC	MA	SUFFOLK	02114	617-570-0774		West
WORKFORCE SOLUTIONS DEPARTMENT	NM	BERNALILLO	87102	575-546-0192		West
WORKFRAME INC	NY	NEW YORK	10010	646-665-2226		West
WORKING ENVIRONMENTS INC	IN	DEARBORN	47025	859-261-6999		West
WORKING SPACES INC	MO	SAINT LOUI	63146	314-918-8778		West
WORKING SPACES PACIFIC INC	WA	KING	98033	425-462-1966		West
WORKPLACE CONTRACT DESIGN LLC	MI	SAINT CLAI	48060	810-982-3930		West
WORKPLACE ELEMENTS, LLC	CO	DENVER	80205-2112	303.471.4334	Yes	West
WORKPLACE FURNITURE INC	TN	SHELBY	38134	901-729-6477		West
WORKPLACE INC	GA	GWINNETT	30024	770-638-8861		West
WORKPLACE INTEGRATION	FL	HILLSBOROU	33634	813-542-1015		West
WORKPLACE INTERIORS	NY	MONROE	14450	585-425-7420		West
WORKPLACE LOGIC, LLC.	WA	PIERCE	98411	253-383-9201		West
WORKPLACE MGMT INC/TODAYSOFFICE.BIZ	PA	DELAWARE	19073	610-353-7320		West
WORKPLACE RESOURCE	CO	DENVER	80238	303-571-5211		West
WORKPLACE RESOURCE	FL	DUVAL	32256	904-858-9918		West
WORKPLACE RESOURCE GROUP	TX	DALLAS	75320	972-446-9100		West
WORKPLACE RESOURCE LLC (AUSTIN)	TX	TRAVIS	78703	512-472-7300	Yes	West
WORKPLACE RESOURCE OF OREGON-PORTLAND	OR	MULTNOMAH	97232	503-238-1590		West
WORKPLACE RESOURCE, LLC	TX	SAN ANTONIO	78218-5403	210-226-5141	Yes	West
WORKPLACE SOLUTIONS INC	TX	DALLAS	75201	214-741-9667		West
WORKPLACE SOLUTIONS INC	VA	VIRGINIA B	23454	757-563-2845		West
WORKPLACE SOLUTIONS INC.	FL	DUVAL	32217	904-997-8878		West
WORKPLACE SOLUTIONS LLC	OH	FRANKLIN	43221	614-565-5434		West
WORKPLACE SOLUTIONS, INC.	VA	VIRGINIA BEACH	23454-4374	410-721-8803		West
WORKPLACE SOLUTIONS, LLC	CA	ORANGE	92807	714-238-0025	Yes	West
WORKPOINTE	WA	KING	98118	206-763-4030		West
WORKSCAPE INC -PA	PA	ALLEGHENY	15220	412-920-6300		West
WORKSCAPE LLC	OH	SUMMIT	44210	216-938-5734		West
WORKSCAPES INC	FL	MIAMI-DADE	33145	407-599-6770		West
WORKSPACE 2	FL	PINELLAS	34685	727-424-2272		West
WORKSPACE BY DESIGN	PA	BERKS	19611	717-431-4277		West
WORKSPACE COMMERCIAL INTERIORS	MN	ANOKA	55448	763-273-8850		West
WORKSPACE CONCEPTS	ID	CANYON	83686	208-859-5414		West
WORKSPACE CONNEXIONS	CA	SANTA CLAR	95135	408-315-2515		West
WORKSPACE CONSULTING GROUP	CT	FAIRFIELD	06901	203-548-0305		West
WORKSPACE DESIGNS	UT	SALT LAKE	84124	801-466-9244		West
WORKSPACE DEVELOPMENT LLC	WA	SEATTLE	98108-2544	(206)768-8000		West
WORKSPACE DEVELOPMENT LLC DBA OPENSQUARE	WA	KING	98108	206-768-8000		West
WORKSPACE DYNAMICS	NM	BERNALILLO	87110	505-265-7651		West
WORKSPACE ELEMENTS	UT	SALT LAKE	84106	801-746-0271		West
WORKSPACE INC	PA	PHILADELPH	19106	215-733-9770		West
WORKSPACE INTERIORS	TN	SULLIVAN	37662	423-392-2600		West
WORKSPACE INTERIORS - WA	TX	EL PASO	79998	630-652-8164		West
WORKSPACE INTERIORS LLC	AL	MOBILE	36605	251-209-2639		West
WORKSPACE LTD	NV	WASHOE	89431	775-336-2892		West
WORKSPACE RESOURCE	TX	MONTGOMERY	77304	936-756-1512		West
WORKSPACE RESOURCE INC	OK	TULSA	74103	918-582-2404		West

WORKSPACE RESOURCES INC	CA	CONTRA COS	94549	925-284-6262		West
WORKSPACE SOLUTIONS	CA	SAN FRANCI	94110	415-701-9675		West
WORKSPACE SOLUTIONS	PA	MERCER	106127	724-264-4661		West
WORKSPACE SOLUTIONS PA	PA	ALLEGHENY	15205	412-221-5300		West
WORKSPACES INC.	WA	KING	98059	425-226-4398		West
WORKSPACES LLC	AZ	MARICOPA	85020	602-956-1550		West
WORKSQUARED LLC	MI	OAKLAND	48377-2444	248-624-2000		West
WORKSTATION CONSULTANTS LLC	NY	ALBANY	12202			West
WORLD CLASS OFFICE INSTALLERS INC	NE	DOUGLAS	68144	402-331-8697		West
WPAFB	OH	GREENE	45433	937-656-3576		West
WPAFB	OH	GREENE	45433	937-257-0023		West
WPAFB	OH	GREENE	45433			West
WPAFB FIRE STATION	OH	GREENE	45433	937-257-6846		West
WPM CONSTRUCTION LLC	CO	BOULDER	80027	972-407-9950		West
WRIGHT PATTERSON AIR FORCE BASE	OH	GREENE	45433	937-656-4102		West
WRK LAB INC	FL	MIAMI-DADE	33178	305-400-8101		West
WSI INTERIORS LLC	CO	LARIMER	80528			West
WULBERN KOVAL CO INC	SC	CHARLESTON	29403	843-577-7666	Yes	West
WULBERN-KOVAL COMPANY, INC.	SC	CHARLESTON	29403-3110	843-577-7666	Yes	West
WURKSPACE SOLUTIONS GROUP	MD	BALTIMORE	21224	443-517-6106		West
WYCLIFFE ENTERPRISES INC	MD	FREDERICK	21701	240-629-8662		West
WYLE	TX	HARRIS	77058	281-212-1251		West
WYNN DESIGN AND DEVELOPMENT	NV	CLARK	89119	702-770-5000		West
WYOMING AIR NATIONAL GUARD	WY	LARAMIE	82009	307-772-6988		West
WYOMING DEPT.OF TRANSPORTATION	WY	LARAMIE	82009-4434	307-777-4031		West
WYOMING OFFICE PRODUCTS & INTERIORS	WY	NATRONA	82601	307-472-7367		West
WYZE SOLUTIONZ	TX	ECTOR	79763	432-580-4335		West
XOTIVE FACILITY SOLUTIONS	PA	DELAWARE	19063	484-841-6171		West
Y FACTOR STUDIO	IN	VANDERBURG	47708	812-467-0917		West
YAKIMA OFFICE SUPPLY dba OFFICE SOLUTIONS NORTHWEST	WA	YAKIMA	98902	509-453-7181		West
YAMADA ENTERPRISES	CA	ORANGE	92647	714-843-9882		West
YELLOW TANG INTERIORS LLC	OH	MAHONING	44512	330-629-9279		West
YOUNG OFFICE ENVIRONMENTS	SC	GREENVILLE	29607	864-281-9500		West
YOUNG OFFICE SOLUTIONS LLC	CA	SAN FRANCI	94111	415-399-5300		West
YOUR OFFICE CONNECTION	PA	CHESTER	19395	610-399-4300		West
YOUR OFFICE INC	FL	BROWARD	33311	954-530-0137		West
YULETIDE OFFICE SUPPLY INC	TN	SHELBY	38134	901-372-8588		West
ZIMMERMAN SCHOOL EQUIPMENT	OH	FRANKLIN	43004	614-861-6383		West
ZOOM INC	MD	MONTGOMERY	20847	301-299-7155	Yes	West
ZOOM INC.	MD	POTOMAC	20854-1769	301-299-7155	Yes	West

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 4
Value Add

i. Exemplis LLC proposes the following value-added enhancements to Region 4 Education Service Center and its Members:

- Application Consultation – Exemplis LLC works with best-in-class dealers to assist our customers with finding the right Product for the right space.
- Product Specification/Knowledge – Exemplis LLC's authorized dealers have a strong knowledge of our Product offering and are the best source for providing accurate Product specifications for our customers' own-unique environment(s).
- Space Planning/Layout – Exemplis LLC's authorized dealers have the latest space-planning tools to assist our customers in finding right seating options for their size and space.
- Order Placement – Exemplis LLC's authorized dealers will assist the customer with their order placement needs: either by placing the order to Exemplis LLC on behalf the customer or providing instructions on how to issue the purchase order to Exemplis LLC. Upon receipt order acknowledgement from Exemplis LLC, the authorized dealer will inform the customer of the expected delivery and installation (if requested) date.
- Delivery & Receiving - Exemplis LLC's authorized dealers will manage (if requested) the delivery process for the customer.
- User Orientation - Exemplis LLC's authorized dealers will perform user orientation (if requested) to the customer on how to take full advantage of the Product's offerings.
- Punch list/Audit - Exemplis LLC's authorized dealers will perform an audit of the customer's order after delivery and/or installation to verify order accuracy.

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Exemplis®

- Warranty & Follow-up – Exemplis LLC's authorized dealer network will maintain contact with our customers should a warranty issue arise and to affirm continued satisfaction with the Product(s).

6415 Katella Avenue
Suite 200
Cypress, CA 90630

714 995 4800

www.exemplis.com

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

December 5, 2019
Date

VP Finance
Authorized Signature & Title

Appendix C, Doc #2

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

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

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

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

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

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

Company Exemplis LLC

Address 6415 Katella Avenue
Cypress, CA 90630

Phone 714-995-4800

Fax 714-995-4855

Contact

Signature

Derek Cairo
Printed Name

Manager, Contracts
Position with Company

Official Authorizing Proposal

Signature

Patrick Sommerfield
Printed Name

Vice President, Finance
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-565796

Date Filed:
12/02/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Exemplis LLC
Cypress, CA United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19-18
Furniture, Installation, and Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
N/A	N/A	N/A	N/A

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Patrick Sommerfield, and my date of birth is February 9, 1967.

My address is 83 63rd Place (street), Long Beach (city), CA (state), 90803 (zip code), USA (country).

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

Executed in Orange County, State of California, on the 5 day of December (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Patrick Sommerfield, as an authorized representative of

Exemplis LLC, a contractor engaged by

Insert Name of Company

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

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

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

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

Signature of Named Authorized Company Representative

12/5/2019
Date

SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

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

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

   a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

   b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

   c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

   a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

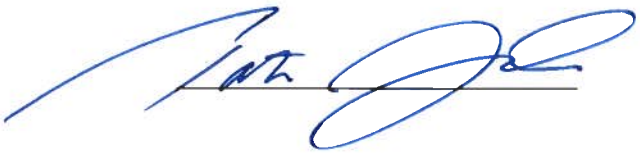
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Exemplis LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Vice President, Finance

Name and Title of Contractor's Authorized Official

December 5, 2019

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

> (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Exemplis LLC

Address, City, State, and Zip Code: 6415 Katella Avenue, Cypress, CA 90630

Phone Number: 714-995-4800 Fax Number: 714-995-4855

Printed Name and Title of Authorized Representative: Patrick Sommerfield; Vice President, Finance

Email Address: dcairo@exemplis.com

Signature of Authorized Representative:  Date: December 5, 2019

Appendix C, DOC # 6

QUESTIONNAIRE

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

1. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No
     (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.) Please see Exhibit A to Questionnaire

2. **Diverse Vendor Certification Participation**

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

   a. **Minority Women Business Enterprise**
   Respondent certifies that this firm is an MWBE ☐Yes ☐No
   List certifying agency: _____

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
   Respondent certifies that this firm is a SBE or DBE ☒Yes ☐No
   List certifying agency: Exemplis LLC is a SBE. Please visit https://www.gsaelibrary.gsa.gov & https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

   c. **Historically Underutilized Businesses (HUB)**
   Respondent certifies that this firm is a HUB ☐Yes ☐No
   List certifying agency: _____

   d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
   Respondent certifies that this firm is a HUBZone ☐Yes ☐No
   List certifying agency: _____

   e. **Other**
   Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No
   List certifying agency: _____
   Please see Exhibit A to Questionnaire for diversity information regarding our independent dealer network

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

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Exhibit A to Questionnaire
Diversity Programs & Diverse Vendor Certification Participation

1. **Diversity Programs**

   Exemplis LLC continues to strive to partner with diverse (MWBE, SBE, DBE, HUB, and HUBZone) authorized dealerships and supply chain partners by reaching out to our authorized dealers and supply chain partners directly to ask for their diverse status. Our Sales Team has been instructed from executive management to give preference to diverse dealers across the country. Our Supply Chain philosophy is to promote fairness and encourage diversity in the procurement process.

   Exemplis LLC recently implemented an electronic outreach to identify all diverse dealers we partner with. Based on this outreach, we plan to communicate to qualified-diverse dealers to obtain formal certification if not already certified. This will allow us to provide more opportunities to our diverse dealers nation-wide. Our Supply Chain Team is already in progress of reaching out to our direct and indirect supply chain partners to identify any diverse vendors. Our Executive Team has instructed Supply Chain to partner with more diverse vendors on a national level as a 2020 (and beyond) goal.

2. **Diverse Vendor Certification Participation**

   Exemplis LLC partners with diverse authorized dealers and Supply Chain vendors that identify as MWBE, SBE, DBE, HUB and HUBZone.

   Due to the extensive network of authorized dealers and Supply Chain vendors, we do not maintain or collect certifications evidencing their diverse classifications at this time. We are in process of implementing a formal diversity program within the next coming years.

   Please see our Authorized Dealer List, including a self-identified diversity status, attached to our Request for Proposal Response as Exhibit B to Attachment 3.

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

1. Will ESC 4 & OMNIA Partners consider extending the submittal deadline? The short turnaround time between the question submission deadline (Dec 2) and the proposal submittal deadline (Dec 11) does not allow bidders adequate time to account for information made available when Q&A is posted.
    a. **The deadline will not be extended.**

2. **Appendix C, Doc #6 – Questionnaire, P.24** Please confirm it is acceptable for proof of subcontractor certification to be provided upon request. As a large furniture Manufacturer, we have thousands of subcontractors that hold certifications nationwide.
    a. **It is acceptable to provide subcontractor certifications upon request.**

3. My company has an existing Vizient contract. As a channel partner, does/can this impact the proposal process with OMNIA Partners? Is there a way to streamline the process by extending like terms from Vizient to Region 4 and OMNIA Partners?
    a. **Having a current Vizient contract does not impact the proposal process with Region 4. As this contract will be with Region 4, the Vizient terms will not apply.**

4. Page 7 of the Solicitation. Verbiage is a bit confusing. In addition to 2 bound copies and 2 flash drives, are you saying that we need to submit 2 extra electronic proposals? If so, how are they different from 2 flash drives requested earlier? If not, are you saying that the two flash drives need to be free of propriety information? Or something else?
    a. **All proposal submitted must contain**
        i. **Two (2) original copies that are bound and signed**
        ii. **Two (2) electronic copies on flash drives with proprietary information. Please include one electronic copy on each flash drive for a total of two flash drives.**
        iii. **Two (2) electronic copies on flash drives ***without*** proprietary information. Please include one electronic, proprietary free, copy on each flash drive for a total of two flash drives.**

5. Page 13 of the Solicitation. Performance Capability. Point ii. We are being asked to sign Appendix D, Exhibit B. However, Appendix D, Exhibit B has the word “Example” in the title. Do you want us to sign an “example”?
    a. **No. Appendix D, Exhibit B, is an example of the administration agreement which will have to be signed prior to contract award. Please review this agreement with your legal department and provide any exceptions or redlines with your response.**

6. Appendix D, Exhibit C has the word “Example” in the title. Do you want us to sign an “example”?
    a. **No. Exhibit C, The Master Intergovernmental Cooperative Purchasing Agreement is provided as an example and is referenced in Exhibit B. This document is for reference only.**

7. Appendix D, Exhibit D has the word “Example” in the title. Do you want us to sign an “example”?
    a. **No. Exhibit D, the Principal Procurement Agency Certificate is provided as an example and is referenced in Exhibit B. This document is for reference only.**

8. Page 4 of Appendix A. Point 14). Our product is built to order, and we do not carry inventory of finished products. As such, each product line is subject to a lead time, which ranges anywhere from 3 to 11 weeks depending on the product. Will this contract consider including such business models?
    a. **Please provide exceptions to Appendix A, item 14, Delivery with your response on Appendix B.**

9. Page 5 of Appendix A. Point 20). Do you need Offerors to inform of product additions or discontinuations in writing? When and how?
    a. **All product additions will be submitted, along with a price file, to Region 4 for approval prior to be added to the contract. All contract updates will be submitted in writing in the specified format as determined by Region 4.**

10. Page 16 of Appendix D, Exhibit A. Our business is set up such that we sell through an office furniture dealer network, and do not sell directly to the end-user. Will it be accepted that Participating Public Agencies conduct all transactions, purchase orders, invoices, payments etc. with the dealers, and not the Offeror directly?
    a. **Yes. Please provide a list of authorized dealers with your response. However, the manufacturer is still responsible for remitting the contract sales report and payment to OMNIA Partners.**

11. Page 20 Appendix D, Exhibit A, paragraph 2.3. Will an awarded offeror be provided a list of email addresses of the existing Participating Public Agencies and prospective Public Agencies in order to "aggressively market" the contract to them?
    a. **After award, all suppliers will work with OMNIA Partners to determine a marketing strategy and will receive a comprehensive list of all OMNIA Partners members.**

12. 5. Proposal Format - It states that (2) electronic copies on flash drives shall be provided and must also submit (2) electronic proposals free of propriety information. If we do not have any propriety information do we just send (2) electronic copies or do we still need to send (4) electronic copies all together?
    a. If you do not have any proprietary information, please only submit two (2) original hard copies and two (2) electronic proposals.

13. Please provide clarity on how our pricing offer is to be submitted? On RFP page 12, section 2.A #3 it states to provide pricing for services based on a range of maximum price per hour and minimum price per hour. This indicates to us that offerors are required to separate labor from product net price. However, the solicitation also states to provide a discount off of list price. Can we provide a discount off list that includes labor/service costs, or is it required to separate out labor?
    a. **Suppliers may provide pricing inclusive of labor and service so long as the price proposal clearly indicates how labor/services are priced.**

14. Exhibit B, Exhibit C, and Exhibit D are all noted as being examples. Can you confirm that these documents are not needed to be submitted with the proposal?
    a. **Exhibit B, C, and D are not required to be submitted with the proposal.**

15. If awarded, under what name will/should this contract be marketed to eligible customers? Region 4 ESC, OMNIA Partners, US Communities, National IPA, etc.
    a. **If awarded, this contract will be Region 4's contract. It will be available under the OMNIA Partners, Public Sector Cooperative portfolio and can be accessed by OMNIA Partners, Public Sector, National IPA and US Communities members.**

16. The RFP document lists *Auditorium/Theater Fixed Seating* as a category described in the *Scope of Goods and Services* section that starts on RFP Page 3. In Paragraph 1 of Page 2, Item I, Scope of work indicates; *"…..each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered."*. Are telescopic seating products (gym bleachers and telescopic chair platforms) and fixed lecture room products in line with the intent of the statement included Paragraph 1 of Page 2?
    a. Please include all options which you would offer under the category.

17. Due to the highly variable nature of Auditorium/Theater Fixed Seating projects it is very difficult to estimate the potential range of freight costs and on-site labor/installation conditions that will be encountered during the life of the contract. While we can provide "not to exceed" freight and installation pricing, it is most always advantageous for the customer to have Irwin Seating Company, or our authorized field partners, quote freight and installation cost on a project by project basis. Can we provide RFP bid pricing that is submitted at a "fixed product discount from list price" – FOB Factory – with a not to exceed freight and installation cost?
    a. Yes, fixed product discount from list price with a not to exceed on freight and installation per project will be acceptable.

18. Can a manufacturer and dealer both be awarded the same product line?
    a. **Yes, a manufacturer and dealer can both be awarded the same product line.**

19. If a manufacturer is awarded a contract, can their authorized dealers accept PO's and invoice public agencies directly?
    a. **Yes, a manufacturer's authorized dealers can accept PO's and invoice PO's and invoice public agencies directly. However, the manufacturer is responsible for remitting sales reports and administrative fee payments to OMNIA Partners.**

20. Will we need to return the following form with our response, Exhibit F Federal Funds Certification
    a. **Yes, Exhibit F, Federal Funds Certification needs to be submitted with your response.**

21. On page number 12, Section 2 Products/Services/Pricing, subsection a) iii, can we use a percentage instead of per hour rates for applicable services?
    a. **No, please submit pricing on a per hour basis with a minimum and not to exceed maximum for applicable services or pricing for goods which is inclusive of labor and service charges as long as the price proposal clearly indicates how labor/services are priced.**

22. If manufacturers submit their own response to the RFP with a list of authorized dealers, will the authorized dealers be allowed to manage the individual orders?

a. **Yes, authorized dealers will be allowed to manage individual orders. However, the manufacturer is responsible for remitting sales reports and administrative fee payments to OMNIA Partners.**

23. Will OMNIA be providing the Monthly Sales/Admin Fee report (Exhibit E) template in Excel Format to awarded suppliers?
    a. **Yes, after award OMNIA Partners will provide Exhibit E in Excel format.**

24. Our finance department confirmed we do not purchase or keep record of our Dunn & Bradstreet reporting – any/all 3rd parties must purchase it directly if needed. Will this hinder our response evaluation? Please advise.
    a. If suppliers are unable to provide this, they must indicate so in their response.

25. The finance department also asked for clarification of FEIN report request? Please advise.
    a. If suppliers are unable to provide this, they must indicate so in their response.

26. The previous RFP included an Appendix I Evaluation Questionnaire/Self Checklist. Is there something similar for this RFP?
    a. **No, there is not an evaluation Questionnaire/Self Checklist.**

27. Appendix C, Doc #5 Do you consider the scope of this bid to require the Bid Guarantee in the form of a 5% bond? I don't believe this RFP includes construction/reconstruction/renovation or services related to such but want to confirm.
    a. **No, at bid bond is not required.**

28. Please revisit the 7 day ARO shipment lead time specified in Contract Page 4, Item #14. The lead time for furniture offerings needs to be extended to 3-4 weeks. While we have a wide selection of 1-Day and 5-Day Quick Ship product offerings the majority of our products are Made to Order. A 7 day shipment window will result in consistently delayed shipments/deliveries and increased order administration to obtain authorization for each and every prospective delayed shipment. Can this requirement be revised to a more realistic timeframe for furniture manufacturers?
    a. **Please provide an exception to this term on Appendix B with your response.**

29. Appendix A Draft Contract item 14, Delivery Is 7 days after receipt of order for delivery correct? Most manufacturer lead times are 30-45 days. Please verify the number of days required for delivery.
    a. **Please provide an exception to this term on Appendix B with your response.**

30. Appendix A Draft Contract item 32, Certificate of Insurance - Is the COI due with the proposal submission or after the award?
    a. **A certificate of insurance will be required after award and may be required by each participating agency prior to work being performed on site.**

31. Appendix C, DOC #3. To complete the Form 1295 online application, I need to know is Region 4 ESC the agency/entity name to be referenced? If so, are you considered a state agency or a other governmental agency? What is the contract ID number? Interested parties would be the partners/owners of supplier?

a. **Region 4 ESC is the agency to be referenced. Region 4 ESC is a state agency as referenced on page 2 of the RFP. The contract number is the RFP #. Please refer to the instructional video on "How to create a certificate located at https://www.ethics.state.tx.us/filinginfo/1295/ or contact the Texas Ethics Commission for help completing Form 1295.**

32. Appendix D 3.1 E Submit FEIN and Dunn & Brad Street Report. We can provide our FEIN and Dunn & Bradstreet numbers but we don't subscribe to Dunn & Bradstreet so we don't have a report to submit. Can we still be awarded a National Cooperative Contract if we don't submit a report?
    a. **If suppliers are unable to provide this, they must indicate so in their response.**

33. Is it necessary for contractors to submit a modification request to obtain approval for price adjustments for any/all items offered through the contract, or can contract terms/discounts simply be applied to current commercial pricing without modifying the contract to account for commercial price adjustments?
    a. **Region 4 requires that all modifications for price adjustments, additions of dealers, and/or new categories go through an approval process.**

34. If a contractor quotes the product and labor services separately, would the administrative fee be based on the product only or on both the product and labor services amount?
    a. **Administrative fees will be based on both products and labor service amounts.**

35. Is there a market basket of items that needs to be submitted with this bid?
    a. **No, there is no market basket of items that needs to be submitted with this proposal.**

36. While on the call is was said that the questions listed under the Evaluation Process and Criteria section on pages 12 - 14 do not need to be directly responded to within our response, yet there are questions that are nowhere else in the RFP. Should we respond, and if so, under which Tab should our responses be placed?
    a. **If responses are needed or requested, please provide answer under Tab 3 – Performance Capability.**

37. In Exhibit A. Section 3.3, if we submit a contract sales guarantee, and do not meet the guaranteed number, are we still accountable to pay the administrative fee?
    a. **Yes, if a supplier submits a contract sales guarantee and does not meet the sales number guaranteed, the supplier would be responsible for administrative fees based on the guaranteed amount. If a supplier exceeds the contract sales guarantee amount, they would be responsible for administrative fees on their total sales.**

38. Is installation considered one of the services to be priced or would the installation charges be discussed in iv. #3 Deliver and Install?
    a. **Yes, installation is considered one of the services to be priced. Please describe how installation rates will be determined.**

39. Is this cooperative purchasing agreement redundant with Vizient?
    a. **No, this agreement is not a Vizient cooperative agreement.**

40. Is this cooperative purchasing agreement redundant with, or in competition with BuyBoard?
    a. **BuyBoard is not affiliated with Region 4 ESC or OMNIA Partners.**

41. Please confirm the order in which you would like the documents added for Tab 3. Should the OMNIA Partners documents be placed before or after the questions posed in Performance Capability section
    a. **Please provide the OMNIA Partner's documents after the questions posed in Performance Capabilities.**

42. In lieu of providing a net price to Region 4 ESC, we will provide a matrix outlining the discount by product name and category in addition to our standard commercial PDF price list. We have thousands of base models and when we add the various fabric grades, options, etc. the base models plus options result in millions of lines, making it impossible to show net pricing for every product option.
    a. **This is acceptable.**

43. Pg. 13 Not to Exceed Pricing - Please confirm by 'original pricing submitted' in this section, you are referring to the discount off list price.
    a. **Correct, 'original pricing submitted' refers to the discount off list price.**

44. Pg. 13 Performance Capability - Please confirm the definition of "fill rate".
    a. **Fill Rate – the percentage of customer's demand that is met without backorder or lost sales.**

45. **P.2 | Section 11. Termination of Contract | a. Cancellation for Non-Performance or Contractor Deficiency -** Please confirm the contractor will have a reasonable time to cure prior to any cancellation or termination by Region 4 ESC.
    a. **Yes, Region 4 will allow for a reasonable cure time prior to cancellation or termination.**

46. **P.3 | Section 11. Termination of Contract | c. Delivery/Service Failures -** Please confirm that in the event any products are purchased on the open market, these products are comparable in function, design, and cost.
    a. **In the event that Region 4 would have to purchase an item on the Open Market, products purchased will be comparable in function, design and cost.**

47. **P.4 | Section 11. Termination of Contract | e. Standard Cancellation -** Because we are a custom made-to-order manufacturer, please confirm within the Standard Cancellation clause, manufacturers will be paid for work in progress.
    a. **Yes, manufacturers will be paid for work in progress.**

48. **P.4-5 | Section 18. Audit Rights -** Please confirm audit rights are upon 30 days prior written notice and during regular business hours at the manufacturer's place of business.
    a. **Region 4 can perform audits at any time given reasonable notice. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.**

49. **P.5 | Section 20. New Products/Services -** If a new product is added equivalent to the percentage discount for other products and meeting or exceeding the specifications and performance requirements, does Region 4 ESC still need to approve the product or can the Contractor update the contract automatically?
    a. **Region 4 must approve all category additions, dealer updates, and pricing update.**

50. **P.5 | Section 20. New Products/Services -** In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list pricer. Please clarify if we can offer this 'specials' program upon contract award.
    a. **Yes, Special Order items can still be offered under this program upon award. However, the discount structure for that item will still apply unless indicated differently in the supplier's response.**

51. **P.6 | Section 30. Indemnity -** Please confirm that indemnity is limited to the contractor's negligence or willful misconduct.
    a. **Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against *all* claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract**

52. **P.24 | Section 3.3 Marketing & Sales | J. Public Agency Sales -** As a National Supplier, we do business with thousands of public sector clients annually. Can you please clarify what specific information you desire in response to this question?
    a. **Please provide the information requested in Section J – Previous fiscal year sales to public agency clients, a list of the top 10 public agency customers along with the total purchases by each agency along with a key contact at each agency.**

53. **P.24 | Section 3.3 Marketing & Sales | M. Guaranteed Contract Sales -** Please advise if we are required to commit to a "Guaranteed Contract Sales" volume for years 1-3. Will this be part of the evaluation criteria for award?
    a. **No, you are not required to commit to Guaranteed Contract Sales.**

54. **P.28 | Section 14. Administrative Fee, Reporting & Payment -** We would kindly ask you to reconsider the deadline for payment within 10 business days of the appropriate month end. With the report itself being due by the 10th day, please consider extending the receipt of payment on this report until the 30th day.
    a. **Please provide exceptions to Exhibit B – Administration Agreement with your response and along with Appendix B.**

To: Board of Directors

From: Robert Zingelmann

Date: April 28, 2020

Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on November 7, 2019 for RFP #19-18 for **Furniture, Installation and Related Services.** There were forty-four (44) proposals submitted:

- 9to5 Seating LLC
- Affordable Interior Systems, Inc. (AIS)
- Allsteel Inc.
- Alumni Classroom Furniture Inc.
- AmTab Manufacturing Corporation
- Artcobell Corporation
- Bush Industries, Inc.
- ELB US Inc.
- ASSA Group, Inc. dba Enwork
- EPIC Business Essentials
- Exemplis LLC
- GMi Companies
- Haskell Office, LLC
- The HON Company LLC
- Indiana Furniture Industries, Inc.
- Irwin Seating Company
- Jasper Group (Jasper Seating Company, Inc.)
- Kaplan Early Learning Company
- Krueger International, Inc.
- Kwalu LLC
- LIAT, LLC
- Maxon Furniture Inc.
- Metalworks, Inc. – Great Openings
- MeTEOR Education, LLC.
- National Business Furniture, LLC
- National Office Furniture, Inc.
- NPS Public Furniture Corp
- NorvaNivel USA LP
- Office Depot, Inc.
- OFS Brands Inc.
- Origin US LLC
- Paragon Furniture, Inc.
- PS Furniture Inc.
- Rapp Productions, Inc dba FurnitureLab
- RT London
- Safco Products Co.
- School Specialty, Inc.
- SICO America, Inc.
- Spec Furniture Inc

- Special-T, LLC
- Teknion LLC
- Trendway Corporation
- VS America, Inc.
- WB Manufacturing

After careful review of all proposals, the Evaluation Team has determined that eighteen (18) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Furniture, Installation and Related Services	Affordable Interior Systems, Inc. (AIS) Allsteel Inc. Exemplis LLC The HON Company LLC Irwin Seating Company Jasper Group (Jasper Seating Company, Inc.) Kaplan Early Learning Company Krueger International, Inc. Maxon Furniture Inc. MeTEOR Education, LLC National Office Furniture, Inc. Office Depot, Inc. OFS Brands Inc. Safco Products Co. School Specialty, Inc. Teknion LLC Trendway Corporation VS America, Inc.	Three (3) years with option of two (2) one year renewals

Support documentation has been attached for your reference.
Enclosure: Bid Tab Summary

To: Dr. Pam Wells
Executive Director

From: Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Date: April 28, 2020

Re: Furniture, Installation and Related Services; RFP #19-18

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- 9to5 Seating LLC
- Affordable Interior Systems, Inc. (AIS)
- Allsteel Inc.
- Alumni Classroom Furniture Inc.
- AmTab Manufacturing Corporation
- Artcobell Corporation
- Bush Industries, Inc.
- ELB US Inc.
- ASSA Group, Inc. dba Enwork
- EPIC Business Essentials
- Exemplis LLC
- GMi Companies
- Haskell Office, LLC
- The HON Company LLC
- Indiana Furniture Industries, Inc.
- Irwin Seating Company
- Jasper Group (Jasper Seating Company, Inc.)
- Kaplan Early Learning Company
- Krueger International, Inc.
- Kwalu LLC
- LIAT, LLC
- Maxon Furniture Inc.
- Metalworks, Inc. – Great Openings
- MeTEOR Education, LLC.
- National Business Furniture, LLC
- National Office Furniture, Inc.
- NPS Public Furniture Corp
- NorvaNivel USA LP
- Office Depot, Inc.
- OFS Brands Inc.
- Origin US LLC

- Paragon Furniture, Inc.
- PS Furniture Inc.
- Rapp Productions, Inc dba FurnitureLab
- RT London
- Safco Products Co.
- School Specialty, Inc.
- SICO America, Inc.
- Spec Furniture Inc
- Special-T, LLC
- Teknion LLC
- Trendway Corporation
- VS America, Inc.
- WB Manufacturing

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

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April 28, 2020

Mr. Patrick Sommerfield
dcairo@exemplis.com
Vice President, Finance
Exemplis LLC
6415 Katella Avenue
Cypress, CA

Re: Award of Contract #R191803

Dear Mr. Sommerfield:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 28, 2020, we are pleased to announce that after successful negotiated terms and conditions, Exemplis LLC has been awarded an annual contract for the following, based on the sealed proposal (RFP#19-18) submitted on December 11, 2019:

Commodity/Service	**Supplier**
Furniture, Installation and Related Services	Exemplis LLC

This contract is effective May 1, 2020 and will expire on April 30, 2023. As indicated above, your contract # is R191803. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Exemplis LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

DocuSigned by:
Robert Zingelmann
0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

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Request for Contract Update

Pursuant to the terms of contract number R191803 for Furniture and Installation, Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Exemplis LLC hereby provides notice of the following update on this date August 25, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____ Addition
_____ Deletion
_____ Supporting Documentation

X **Products/Services**
__X__ New Addition
_____Update Only
___X__ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____ Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** Tariff Surcharge
_____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Exemplis LLC released three new series lines: Kickstand (SitOnIt Seating), Doodle (Symmetry Office), and Motif (Symmetry Office). Attached; please find the new product price lists and New Product Notification Letter for your review.

Submitted By: Derek Cairo

Title: Manager, Contracts

Email Address: dcairo@exemplis.com

☐ **Approved by Email:** **Date** 8/31/2020 | 7:49 AM PDT

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

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Exemplis®

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

ATTN: Contract Officer

IN RE: Notifcation of New Products

To Whom It May Concern:

The following series line has been added to our SitOnIt Seating Product Line:

- Kickstand

The following series lines have been added to our Symmetry Office Product Line:

- Doodle
- Motif

Please let me know if you have any questions.

Best Regards,

The Contracts Team
Exemplis LLC
Phone: 714-995-4800
Email: dcairo@exemplis.com
zyos@exemplis.com

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KICKSTAND

STOOL

Introducing a whole new way to work. There's sitting. There's standing. And now there's perching with Kickstand. It's an active alternative that provides limitless opportunities for body-benefitting postures, giving you support you need to lean forward and focus on what's in front of you.

Lean into work.



$469

Sit-to-stand stool, black finish,
upholstered seat and
grade 1 fabric

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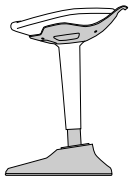
KICKSTAND

CATEGORY: **STOOL**
BASE PRICE: **$469**
GSA SIN #: **33721**

FEATURES

- Ergo-sculpted, bolstered seat alleviates pressure points while offering soft, flexible edges
- Stable, non-slip base with responsive 360-degree pivoting support keeps you energized and productive
- Lightweight frame with easy-grip handle means your new posture is always within reach
- Streamlined ambidextrous controls makes it easy to adjust from either side for various work surface heights
- Included auto-return cylinder ensures the seat always faces forward
- Customize your way with access to thousands of fabrics
- 250 lb weight capacity warranty
- 5-year warranty

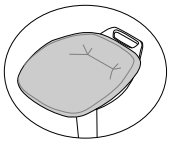
1. Frame

Frame Type	Code	Price	
Sit-to-Stand Stool	1167	+ $0	

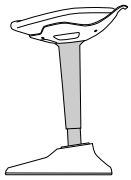
Frame Finish	Code	Price
Black	FC1	+ $0
Fog	FC13	+ $19

Frame finish applies to base, column cover, and outer seat.

2. Seat

Seat Style	Code	Price	
Upholstered Seat	US	+ $0	

3. Base

Stool Kit	Code	Price	
Extended Stool Kit	S2	+ $0	

4. Material

Seat Textile	Code	Price
COM or Fabric Grade 1	COM/FG1	+ $0
Fabric Grade 2	FG2	+ $22
Fabric Grade 3	FG3	+ $45
Fabric Grade 4	FG4	+ $77
Fabric Grade 5	FG5	+ $116
Fabric Grade 6	FG6	+ $159
Fabric Grade 7	FG7	+ $200

Specify textile details in Price Calculation section. Please reference page 19 in the textile reference guide for pricing on fabrics over grade 7.

5. Packaging

Seat Textile	Code	Price
Knocked Down - Individually Packaged	KD	+ $0

SPECIFICATIONS

	1167 Stool
Overall Width	15.5"
Overall Depth	18.125"
Overall Height	25.75"–35.875"
Seat Width	15.25"
Seat Depth	15.25"
Seat Height	23.5"–33.75"
Weight	17.5 lb
COM	0.75 yd
Weight Capacity	250 lb

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KICKSTAND

FINAL PRICE CALCULATION

Category	Code	Price
Base Price		**$469**
1. Frame		
Frame Type		$0
Frame Finish		$
2. Seat		
Seat Style		$0
3. Base		
Stool Kit		$0
4. Material		
Seat Textile Only (Please Specify)		$
Textile Manufacturer: _____		
Textile Pattern: _____		
Textile Colorway: _____		
5. Packaging		
Packaging		$0

TOTAL PRICE: $ _____

QUANTITY: _____

REQUESTED DELIVERY DATE: _____



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MARKERBOARD SCREENS

DOODLE

From big idea making to simple note taking, stay on task with a tool that helps you work. Our Doodle markerboards provide essential privacy as a screen while promoting impactful productivity as a convenient place to write.

FEATURES

- Doodle markerboard screens provide an extra writing space with a sleek, white design.
- Markerboard writing surface is a non-ghosting dry erase material designed for high usage
- The surface is compatible with dry erase and wet erase markers
- Comes in a wide selection of widths and heights

1. Product

Product Type	Code	Price
Screen	3090	Priced by Size

2. Material

Material	Code	Price
Markerboard	DT301	Priced by Size

3. Size

Screen Size (H × W)	Code	Price
17" Wide Side Screens		
12" × 17"	DS1217	+ $59
18" × 17"	DS1817	+ $88
24" × 17"	DS2417	+ $117
23" Wide Side Screens		
12" × 23"	DS1223	+ $80
18" × 23"	DS1823	+ $119
24" × 23"	DS2423	+ $158
29" Wide Side Screens		
12" × 29"	DS1229	+ $99
18" × 29"	DS1829	+ $149
24" × 29"	DS2429	+ $198
24" Wide Screens		
24" × 24"	DS2424	+ $158
30" × 24"	DS3024	+ $198
30" Wide Screens		
24" × 30"	DS2430	+ $198
30" × 30"	DS3030	+ $248
36" Wide Screens		
12" × 36"	DS1236	+ $123
18" × 36"	DS1836	+ $185
24" × 36"	DS2436	+ $245
30" × 36"	DS3036	+ $297

3. Size (Cont.)

Screen Size (H × W)	Code	Price
42" Wide Screens		
12" × 42"	DS1242	+ $143
18" × 42"	DS1842	+ $215
24" × 42"	DS2442	+ $285
30" × 42"	DS3042	+ $347
48" Wide Screens		
12" × 48"	DS1248	+ $164
18" × 48"	DS1848	+ $245
24" × 48"	DS2448	+ $327
30" × 48"	DS3048	+ $396
54" Wide Screens		
12" × 54"	DS1254	+ $185
18" × 54"	DS1854	+ $276
24" × 54"	DS2454	+ $368
30" × 54"	DS3054	+ $445
60" Wide Screens		
12" × 60"	DS1260	+ $204
18" × 60"	DS1860	+ $306
24" × 60"	DS2460	+ $408
30" × 60"	DS3060	+ $494
66" Wide Screens		
12" × 66"	DS1266	+ $225
18" × 66"	DS1866	+ $337
24" × 66"	DS2466	+ $449
30" × 66"	DS3066	+ $543
72" Wide Screens		
12" × 72"	DS1272	+ $245
18" × 72"	DS1872	+ $368
24" × 72"	DS2472	+ $489
30" × 72"	DS3072	+ $593

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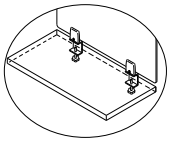
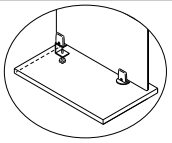
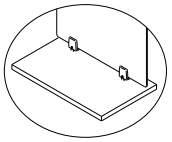
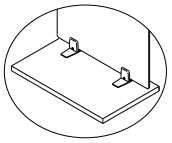
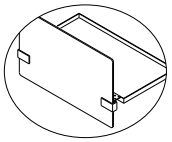
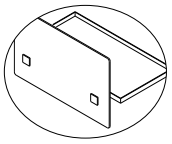
MARKERBOARD SCREENS: DOODLE

4. Mount

Mount Style	Code	Price	
Privacy			
Edge Compatibility: 17"–54" Screen Width 12"–24" Screen Height	MT1	+ $88	
Edge Compatibility: 60"–72" Screen Width 12"–24" Screen Height	MT1	+ $132	
Middle Compatibility: 17"–29" Screen Width 12"–24" Screen Height	MT2	+ $88	
Top Compatibility: 17"–54" Screen Width 12"–24" Screen Height	MT3	+ $56	
Top Compatibility: 60"–72" Screen Width 12"–24" Screen Height	MT3	+ $84	
Freestanding Compatibility: 17"–54" Screen Width 12"–24" Screen Height	MT4	+ $88	
Freestanding Compatibility: 60"–72" Screen Width 12"–24" Screen Height	MT4	+ $132	
Privacy + Modesty			
Height-Adjustable Compatibility: 24"–60" Screen Width 30" Screen Height	MT6	+ $80	
Midway Compatibility: 24"–54" Screen Width 24"–30" Screen Height	MT5	+ $38	
Midway Compatibility: 60"–72" Screen Width 24"–30" Screen Height	MT5	+ $76	

FINAL SCREEN PRICE CALCULATION

Category	Code	Price
1. Product		
Product Type	3090	–
2. Material		
Material	DT301	–
3. Size		
Screen Size (H × W)		$
4. Mount		
Mount Style		$

TOTAL PRICE: $

QUANTITY:

REQUESTED DELIVERY DATE:

SCREEN CODE

SAMPLE CODE: 3090.MT6.DT301.DS2436

3090	MT6	DT301	DS2436
PRODUCT TYPE	MOUNT STYLE	MATERIAL	SCREEN SIZE



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FABRIC SCREENS

MOTIF

Divide and conquer the challenges of the "new normal" with Motif. Our collection of modern, well-designed privacy and modesty screens help you fashion spaces that are safe, secluded and color coordinated with the entire office.

FEATURES

- High-performing fabrics include bleach-cleanable options to help protect against COVID-19
- Eco-friendly, single-piece construction features a HexaCore honeycomb center, providing rigidity with less weight
- Compatible with most mounts, including edge, middle, top, midway, freestanding, and height-adjustable.

1. Product

Product Type	Code	Price
Screen	3090	Priced by Size

2. Material

Material Type	Code	Price			
Fabric	DT701	Priced by Grade and Size			
Material Fabric/Vinyl Grade	**Code**	**12" (H) Price**	**18" (H) Price**	**24" (H) Price**	**30" (H) Price**
17" Wide Side Screens		**12" × 17"**	**18" × 17"**	**24" × 17"**	—
Base Price		$130	$183	$221	—
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	—
Fabric/Vinyl Grade 2	FG2	+ $7	+ $7	+ $13	—
Fabric/Vinyl Grade 3	FG3	+ $18	+ $18	+ $36	—
Fabric/Vinyl Grade 4	FG4	+ $31	+ $31	+ $63	—
Fabric/Vinyl Grade 5	FG5	+ $54	+ $54	+ $107	—
23" Wide Side Screens		**12" × 23"**	**18" × 23"**	**24" × 23"**	—
Base Price		$145	$203	$245	
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	—
Fabric/Vinyl Grade 2	FG2	+ $9	+ $9	+ $17	—
Fabric/Vinyl Grade 3	FG3	+ $23	+ $23	+ $46	—
Fabric/Vinyl Grade 4	FG4	+ $40	+ $40	+ $81	—
Fabric/Vinyl Grade 5	FG5	+ $69	+ $69	+ $138	—
29" Wide Side Screens		**12" × 29"**	**18" × 29"**	**24" × 29"**	—
Base Price		$161	$225	$272	
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	—
Fabric/Vinyl Grade 2	FG2	+ $11	+ $11	+ $21	—
Fabric/Vinyl Grade 3	FG3	+ $28	+ $28	+ $57	—
Fabric/Vinyl Grade 4	FG4	+ $50	+ $50	+ $99	—
Fabric/Vinyl Grade 5	FG5	+ $85	+ $85	+ $170	—

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2. Material (Cont.)

Material Type	Code	Price			
24" Wide Screens		**—**	**—**	**24" × 24"**	**30" × 24"**
Base Price		—	—	$245	$311
Fabric/Vinyl Grade 1	FG1	—	—	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	—	—	+ $18	+ $18
Fabric/Vinyl Grade 3	FG3	—	—	+ $48	+ $48
Fabric/Vinyl Grade 4	FG4	—	—	+ $84	+ $84
Fabric/Vinyl Grade 5	FG5	—	—	+ $144	+ $144
30" Wide Screens		**—**	**—**	**24" × 30"**	**30" × 30"**
Base Price		—	—	$272	$345
Fabric/Vinyl Grade 1	FG1	—	—	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	—	—	+ $22	+ $22
Fabric/Vinyl Grade 3	FG3	—	—	+ $58	+ $58
Fabric/Vinyl Grade 4	FG4	—	—	+ $102	+ $102
Fabric/Vinyl Grade 5	FG5	—	—	+ $176	+ $176
36" Wide Screens		**12" × 36"**	**18" × 36"**	**24" × 36"**	**30" × 36"**
Base Price		$189	$265	$302	$383
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $13	+ $13	+ $26	+ $26
Fabric/Vinyl Grade 3	FG3	+ $35	+ $35	+ $69	+ $69
Fabric/Vinyl Grade 4	FG4	+ $60	+ $60	+ $121	+ $121
Fabric/Vinyl Grade 5	FG5	+ $104	+ $104	+ $208	+ $208
42" Wide Screens		**12" × 42"**	**18" × 42"**	**24" × 42"**	**30" × 42"**
Base Price		$218	$305	$335	$425
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $15	+ $15	+ $30	+ $30
Fabric/Vinyl Grade 3	FG3	+ $40	+ $40	+ $80	+ $80
Fabric/Vinyl Grade 4	FG4	+ $70	+ $70	+ $140	+ $140
Fabric/Vinyl Grade 5	FG5	+ $120	+ $120	+ $240	+ $240
48" Wide Screens		**12" × 48"**	**18" × 48"**	**24" × 48"**	**30" × 48"**
Base Price		$246	$344	$372	$472
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $17	+ $17	+ $34	+ $34
Fabric/Vinyl Grade 3	FG3	+ $45	+ $45	+ $90	+ $90
Fabric/Vinyl Grade 4	FG4	+ $79	+ $79	+ $158	+ $158
Fabric/Vinyl Grade 5	FG5	+ $136	+ $136	+ $272	+ $272
54" Wide Screens		**12" × 54"**	**18" × 54"**	**24" × 54"**	**30" × 54"**
Base Price		$261	$366	$413	$499
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $19	+ $19	+ $38	+ $38
Fabric/Vinyl Grade 3	FG3	+ $50	+ $50	+ $101	+ $101
Fabric/Vinyl Grade 4	FG4	+ $88	+ $88	+ $177	+ $177
Fabric/Vinyl Grade 5	FG5	+ $152	+ $152	+ $304	+ $304

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2. Material (Cont.)

Material Type	Code	Price			
60" Wide Screens		**12" × 60"**	**18" × 60"**	**24" × 60"**	**30" × 60"**
Base Price		$276	$387	$458	$554
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $21	+ $21	+ $42	+ $42
Fabric/Vinyl Grade 3	FG3	+ $56	+ $56	+ $112	+ $112
Fabric/Vinyl Grade 4	FG4	+ $98	+ $98	+ $196	+ $196
Fabric/Vinyl Grade 5	FG5	+ $168	+ $168	+ $336	+ $336
66" Wide Screens		**12" × 66"**	**18" × 66"**	**24" × 66"**	30" × 66"
Base Price		$294	$412	$508	$569
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $23	+ $23	+ $46	+ $46
Fabric/Vinyl Grade 3	FG3	+ $61	+ $61	+ $122	+ $122
Fabric/Vinyl Grade 4	FG4	+ $107	+ $107	+ $214	+ $214
Fabric/Vinyl Grade 5	FG5	+ $184	+ $184	+ $368	+ $368
72" Wide Screens		**12" × 72"**	**18" × 72"**	**24" × 72"**	**30" × 72"**
Base Price		$311	$436	$564	$584
Fabric/Vinyl Grade 1	FG1	+ $0	+ $0	+ $0	+ $0
Fabric/Vinyl Grade 2	FG2	+ $25	+ $25	+ $50	+ $50
Fabric/Vinyl Grade 3	FG3	+ $66	+ $66	+ $133	+ $133
Fabric/Vinyl Grade 4	FG4	+ $116	+ $116	+ $233	+ $233
Fabric/Vinyl Grade 5	FG5	+ $200	+ $200	+ $400	+ $400

Bleach-Cleanable Textiles

Pattern	Grade	Bleach Ratio
SitOnIt Seating (Coming Soon!)		
Dash	FG1	10:01
Rival	FG3	10:01
Sili-Tex Original	FG4	5:01
Momentum		
Cover Cloth	FG3	10:01
Faux Felt	FG1	10:01
Synergy	FG4	10:01

Bleach-cleanable items are not tackable.

See textile Spec + Care Guide for detailed cleaning instructions.

Non Bleach-Cleanable Textiles

Pattern	Grade	Bleach Ratio
Non Bleach-Cleanable		
Burst	FG3	N/A
Coronado	FG2	N/A
Cue	FG2	N/A
Dice	FG2	N/A
Dynamic	FG2	N/A
Huntington	FG1	N/A
Laguna	FG2	N/A
Malibu	FG1	N/A
Monterey	FG2	N/A
Motion	FG3	N/A
Newport	FG4	N/A
Pop	FG2	N/A
Spice	FG1	N/A
Strive	FG2	N/A
Venice	FG1	N/A

Non bleach-cleanable items are tackable.

See textile Spec + Care Guide for detailed cleaning instructions.

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FABRIC SCREENS: MOTIF

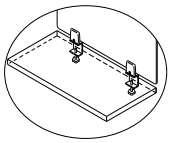
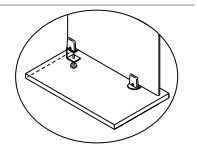
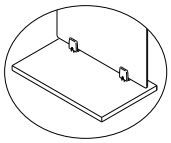
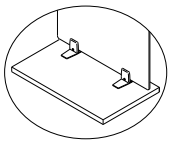
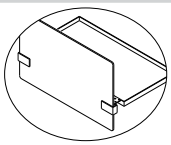
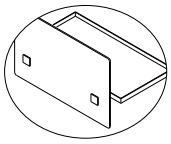
3. Size

Screen Size (H × W)	Code	Price
17" Wide Side Screens		
12" × 17"	DS1217	+ $0
18" × 17"	DS1817	+ $0
24" × 17"	DS2417	+ $0
23" Wide Side Screens		
12" × 23"	DS1223	+ $0
18" × 23"	DS1823	+ $0
24" × 23"	DS2423	+ $0
29" Wide Side Screens		
12" × 29"	DS1229	+ $0
18" × 29"	DS1829	+ $0
24" × 29"	DS2429	+ $0
24" Wide Screens		
24" × 24"	DS2424	+ $0
30" × 24"	DS3024	+ $0
30" Wide Screens		
24" × 30"	DS2430	+ $0
30" × 30"	DS3030	+ $0
36" Wide Screens		
12" × 36"	DS1236	+ $0
18" × 36"	DS1836	+ $0
24" × 36"	DS2436	+ $0
30" × 36"	DS3036	+ $0
42" Wide Screens		
12" × 42"	DS1242	+ $0
18" × 42"	DS1842	+ $0
24" × 42"	DS2442	+ $0
30" × 42"	DS3042	+ $0
48" Wide Screens		
12" × 48"	DS1248	+ $0
18" × 48"	DS1848	+ $0
24" × 48"	DS2448	+ $0
30" × 48"	DS3048	+ $0
54" Wide Screens		
12" × 54"	DS1254	+ $0
18" × 54"	DS1854	+ $0
24" × 54"	DS2454	+ $0
30" × 54"	DS3054	+ $0
60" Wide Screens		
12" × 60"	DS1260	+ $0
18" × 60"	DS1860	+ $0
24" × 60"	DS2460	+ $0
30" × 60"	DS3060	+ $0
66" Wide Screens		
12" × 66"	DS1266	+ $0
18" × 66"	DS1866	+ $0
24" × 66"	DS2466	+ $0
30" × 66"	DS3066	+ $0

3. Size

Screen Size (H × W)	Code	Price
72" Wide Screens		
12" × 72"	DS1272	+ $0
18" × 72"	DS1872	+ $0
24" × 72"	DS2472	+ $0
30" × 72"	DS3072	+ $0

4. Mount

Mount Style	Code	Price	
Protective/Privacy			
Edge Compatibility: 17"–54" Screen Width 12"–24" Screen Height	MT1	+ $88	
Edge Compatibility: 60"–72" Screen Width 12"–24" Screen Height	MT1	+ $132	
Middle Compatibility: 17"–29" Screen Width 12"–24" Screen Height	MT2	+ $88	
Top Compatibility: 17"–54" Screen Width 12"–24" Screen Height	MT3	+ $56	
Top Compatibility: 60"–72" Screen Width 12"–24" Screen Height	MT3	+ $84	
Freestanding Compatibility: 17"–54" Screen Width 12"–24" Screen Height	MT4	+ $88	
Freestanding Compatibility: 60"–72" Screen Width 12"–24" Screen Height	MT4	+ $132	
Protective/Privacy + Modesty			
Height-Adjustable Compatibility: 24"–54" Screen Width 30" Screen Height	MT6	+ $80	
Midway Compatibility: 60"–72" Screen Width 24"–30" Screen Height	MT5	+ $38	
	MT5	+ $76	

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FABRIC SCREENS: MOTIF

FINAL SCREEN PRICE CALCULATION

Category	Code	Price
1. Product		
Product Type	3090	–
2. Material		
Material Type		$
Fabric Grade		$
Fabric (Please Specify)		$
Textile Manufacturer: _____		
Textile Pattern: _____		
Textile Colorway: _____		
3. Size		
Screen Size (H × W)		$
4. Mount		
Mount Style		$

TOTAL PRICE: $_____

QUANTITY: _____

REQUESTED DELIVERY DATE: _____

SCREEN CODE				
SAMPLE CODE: 3090.MT6.DT701.FG1.DS2436				
3090	MT6	DT701	FG1	DS2436
PRODUCT TYPE	MOUNT STYLE	MATERIAL TYPE	FABRICGRADE	SCREEN SIZE



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Request for Contract Update

Pursuant to the terms of contract number R191803 for Furniture and Installation, Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Exemplis LLC hereby provides notice of the following update on this date November 2, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____ Addition
_____ Deletion
_____ Supporting Documentation

X **Products/Services**
__X__ New Addition
_____Update Only
___X__ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____ Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** Tariff Surcharge
_____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Exemplis LLC released new series line: Baja (SitOnIt Seating). Attached; please find the new product price list and New Product Notification Letter for your review.

Submitted By: Zoey Yos

Title: Contract Administrator

Email Address: zyos@exemplis.com

☐ **Approved by Email:** **Date** 11/19/2020 | 7:36 AM PST

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

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Exemplis®

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

ATTN: Robert Zingelmann, Chief Financial Officer, Finance and Operations Services

IN RE: Notifcation of New Products

Mr. Zingelmann:

The following series line has been added to our SitOnIt Seating Product Line:

- Baja

Please let me know if you have any questions.

Best Regards,

Derek A Cairo

Digitally signed by Derek A Cairo
DN: c=US, o=Exemplis LLC, ou=A01427E000001682E69DC5700007C5C, cn=Derek A Cairo
Date: 2020.11.02 13:06:20 -08'00'

The Contracts Team
Exemplis LLC
Phone: 714-995-4800
Email: dcairo@exemplis.com
zyos@exemplis.com

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

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BAJA

MULTIPURPOSE CHAIR AND BAR STOOL

When you want feel the room and fill the room, there's Baja. Its comfort, customization, features and function will stand out—all while blending in. It's a design that can echo the vibe of any space with subtle sophistication. This chair looks good, feels great and fits an array of applications. Discover what's possible when you're surrounded by cohesive design.

Immerse in possibilities.



GOOD :: $320
Non-upholstered, 4-leg, armless, standard multi-surface glides

BETTER :: $378
Plastic back and upholstered seat, 4-leg, armless, standard multi-surface glides, grade 1 textile

BEST :: $494
Fully upholstered, 4-leg, fixed arms, standard multi-surface glides, grade 1 textile

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BAJA

CATEGORY: **MULTIPURPOSE CHAIR AND BAR STOOL**
BASE PRICE: **$320**
GSA SIN #: **33721**

FEATURES

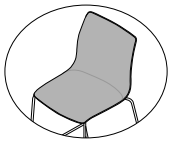
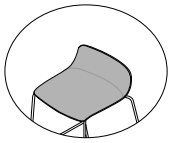
- Scale and sculpture offer a roomier, more comfortable sit
- Seamless design and broad collection create cohesion in any space
- Residential-inspired features and options, including standard and low-back stools
- Responsive, single-piece shell offers 18 degrees of backrest flex
- Bases include wire rod, wire rod bar stool and 4-leg with casters or glides
- Upholstery available in thousands of textiles, including bleach-cleanable optio ns
- Choose from 14 shell colors, three arm pad colors, two wire rod and three 4-leg finishes
- Stackable on the floor or on a cart for quick clean-up and easy storage

1. Frame

Frame Type	Code	Price	
4-Leg	1171 FT1	+ $0	
Wire Rod	1171 FT2	– $23	
30" Wire Rod Bar Stool	1171 FT2 S2	+ $127	

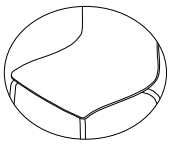
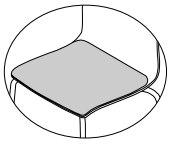
Frame Finish	Code	Price
4-Leg (FC1) Only		
Black	FC1	+ $0
Silver	FC2	+ $0
White	FC12	+ $0
Wire Rod (FC2) Only		
Black	FC1	+ $0
Chrome	FC15	+ $0

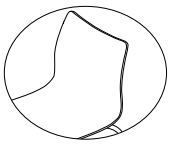
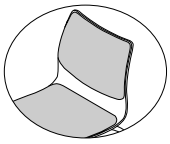
2. Back and Seat

Back Size	Code	Price	
Standard Back	BK4	+ $0	
Low Back	BK3	+ $0	

Low back option available for bar stool (S2) only.

2. Back and Seat (Cont.)

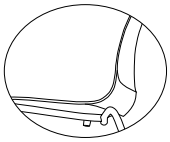
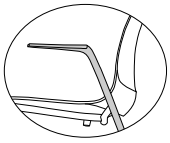
Seat Style	Code	Price	
Plastic Seat	PS	+ $0	
Upholstered Seat	US	+ $58	

Back Style	Code	Price	
Plastic Back	PB	+ $0	
Upholstered Back	UB	+ $58	

Upholstered back (UB) option available only with upholstered seat (US) and is not compatible with the low back (BK3) option.

Due to the nature of upholstery, stacking may cause impressions on the seat. SitOnIt Seating does not warrant the effects of stacking on upholstery.

3. Arms

Arm Style	Code	Price	
Armless	AR0	+ $0	
Fixed	AR1	+ $58	

Fixed arms available on 4-leg chair (FT1) only. Arm finish matches frame finish. Arm pads are black on the black (FC1) frame or fog on the silver (FC2) and white on the white (FC12) frames.

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4. Base

Casters or Glides	Code	Price
Casters (For 4-Leg Chair FT1 Only)		
Carpet Casters	CS5	+ $40
Hard Floor and Carpet Casters	CS6	+ $80
Glides (For 4-Leg Chair FT1 Only)		
Standard Multi-Surface Glides	GL1	+ $0
Performance Multi-Surface Glides	GL2	+ $17
Floor Saver Glides	GL3	+ $17
Steel Glides, Carpet Only	GL4	+ $17
Glides (For Wire Rod FT2 Only)		
No Glides	G0	+ $0
Clear Glides	CGR	+ $9
Clear Glides with Felt	CGRF	+ $22

Casters are black on the black (FC1) frame or fog on the silver (FC2) and white on the white (FC12) frames.

5. Miscellaneous

Accessories	Code	Price	
Ganging Bracket	GG	+ $30	
Stacking Cart	CART	+ $399	

Ganging Brackets (GG) available on armless (AR0) models only.

Please use caution when stacking models with casters to prevent frame damage. SitOnIt Seating does not warrant scratched frames.

6. Material

Shell Color	Code	Price
Black	SC1	+ $0
Chocolate	SC4	+ $0
Latte	SC20	+ $0
Navy	SC5	+ $0
Slate	SC8	+ $0
Apple	SC24	+ $0
Arctic	SC21	+ $0
Bisque	SC7	+ $0
Lagoon	SC15	+ $0
Lemon	SC25	+ $0
Pacific	SC22	+ $0
Red	SC19	+ $0
Sterling	SC18	+ $0
Tangerine	SC23	+ $0
Seat Textile Only (US)	**Code**	**Price**
COM or Fabric Grade 1	COM/FG1	+ $0
Fabric Grade 2	FG2	+ $22
Fabric Grade 3	FG3	+ $45
Fabric Grade 4	FG4	+ $77
Fabric Grade 5	FG5	+ $116
Fabric Grade 6	FG6	+ $159
Fabric Grade 7	FG7	+ $200
Seat and Back Textile Only (US + UB)	**Code**	**Price**
COM or Fabric Grade 1	COM/FG1	+ $0
Fabric Grade 2	FG2	+ $34
Fabric Grade 3	FG3	+ $74
Fabric Grade 4	FG4	+ $121
Fabric Grade 5	FG5	+ $174
Fabric Grade 6	FG6	+ $235
Fabric Grade 7	FG7	+ $296

Specify textile details in Price Calculation section. Please reference page 19 in the textile reference guide for pricing on fabrics over grade 7.

7. Packaging

Packaging	Code	Price
Fully Assembled in Carton, Individually Packaged	AC1	+ $20
Fully Assembled in Carton	AC	+ $0

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BAJA

CHAIR SPECIFICATIONS

	1171 FT1 4-Leg Chair	1171 FT2 Wire Rod Chair
Overall Width with Arms	27"	N/A
Overall Width Armless	22.25"	22"
Overall Depth	21.5"	22.5"
Overall Height	32.5"	32"
Seat Width	18.5"	18.5"
Seat Depth	18"	18"
Seat Height	18"	17.5"
Back Width	18.25"	18.25"
Back Height	15.75"	16.5"
Weight with Arms	18 lb	N/A
Weight Armless	16 lb	15 lb
COM	0.75 yd (US) 1 yd (UB)	0.75 yd (US) 1 yd (UB)
Cart Stacking Armless	10 (PS) 8 (US/UB)	6
Cart Stacking With Arms	10 (PS) 8 (US/UB)	N/A
Floor Stacking Armless	6 (PS) 4 (US/UB)	6
Floor Stacking With Arms	6 (PS) 4 (US/UB)	N/A
Weight Capacity	300 lb	300 lb

Plastic seat (PS). Upholstered seat (US). Upholstered back (UB).

STOOL SPECIFICATIONS

	1171 FT2 S2 30" Wire Rod Bar Stool
Overall Width Armless	22"
Overall Depth	22.5"
Overall Height	45" (BK4) 35.25" (BK3)
Seat Width	18.5"
Seat Depth	18"
Seat Height	29.5"
Back Width	18.25"
Back Height	16.5" (BK4) 7" (BK3)
Weight Armless	22 lb (BK4) 20 lb (BK3)
COM	0.75 yd (US) 1 yd (UB)
Floor Stacking Armless	4
Weight Capacity	300 lb

Upholstered seat (US). Upholstered back (UB). Standard back (BK4). Low back (BK3).



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October 28, 2022

Mr. Patrick Sommerfield
dcairo@exemplis.com
Vice President, Finance
Exemplis LLC
6415 Katella Avenue
Cypress, CA

Re: Renewal Award of Contract #R191803

Dear Mr. Sommerfield:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 25, 2022, Region 4 ESC is pleased to announce that Exemplis LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 11, 2019, and subsequent performance thereafter:

Contract

Furniture, Installation and Related Services

The contract will expire on April 30, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Christine Dorantes, at (615) 431-8182 or christine.dorantes@omniapartners.com.

The partnership between Exemplis LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

DocuSign Envelope ID: 7A020265-E1EE-4C5F-B5D9-E0D6BAE63E20

Request for Contract Update

Pursuant to the terms of contract number R191803 for Furniture and Installation, Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Exemplis LLC hereby provides notice of the following update on this date December 17, 2021.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____ Addition
_____ Deletion
_____ Supporting Documentation

☐ **Products/Services**
_____ New Addition
_____Update Only
_____ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

X Price Update
_____ Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** Freight Cost Adjustment
_____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Exemplis LLC is submitting our December 1, 2021 SitOnIt Seating (Consolidated) Price Book for approval. See the attached letter.

Submitted By: Derek Cairo

Title: Contract Manager

Email Address: dcairo@exemplis.com

☐ **Approved by Email: Date** 1/3/2022 | 7:54 AM CST

☐ **Denied by Email: Date**_____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BD0130490...

DocuSign Envelope ID: 7A020265-E1EE-4C5F-B5D9-E0D6BAE63E20

Exemplis®

Exemplis LLC
6415 Katella Avenue
Cypress, CA 90630
Phone: 714-995-4800
Fax: 714-995-4855

December 1, 2021

Re: Price Book Update Notification

To Whom It May Concern:

Please let this Letter serve as Exemplis LLC's notification that the following Price Books will go into effect commercially on December 1, 2021.

- December 1, 2021 SitOnIt Seating Price Book:

  https://www.sitonit.net/content/dam/exemplis/downloadslisting/price_lists/PriceList-December-2021.pdf

Please let me know if you have any questions.

Sincerely,

Derek A. Cairo, JD
Manager, Contracts
Exemplis LLC
Phone: 714-995-4800
Fax: 714-995-4855
Email: dcairo@exemplis.com

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December 5, 2019

Region 4 ESC
Attn: Crystal Wallace; Business Operations Specialist
7145 West Tidwell Road
Houston, Texas
77092

Re: Request for Proposal # 19-18 ; Furniture, Installation and Related Services

Dear Ms. Wallace,

Please let this Letter serve as Exemplis LLC's notification to respond to the Region 4 ESC Request for Proposal # 19-18 ; Furniture, Installation and Related Services. We are excited to participate in this Solicitation and to the possibility of receiving a new Contract Award from Region 4 ESC.

Exemplis LLC confirms we are in complete understanding with the requirements set forth in this RFP by Region 4 ESC and OMNIA Partners. Exemplis LLC, through our extensive authorized dealer network, will provide the products and services as defined in this RFP. Our 200+ Sales Team members and 2,000+ authorized dealers are located throughout the nation and able to promptly assist Region 4 ESC and OMNIA Partners members with any quote, product description, sample, or warranty request. Our unique build-to-order manufacturing model allows us to create beautiful and reliable products and ship them in 2, 5 or 10 days.

Exemplis LLC is meeting the growing demand for custom, build-to-order office furniture, including seating, lounge, benching, tables, and sit/stand solutions. We design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for government, education and office environments. Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture.

Exemplis LLC offers three broad and innovative product brands to our customers: SitOnIt Seating, IDEON Soft Seating and Symmetry Office.

- Our SitOnIt Seating Product Brand offers task, executive, conference, guest, stacking, nesting, and cafe/task stool seating.

- Our IDEON Soft Seating Product Brand offers lounge seating, modular seating, benches, ottomans and occasional/cube tables. Our extensive line of tables for hospitality and public spaces is listed within our IDEON Soft Seating Price Guide.

- Our Symmetry Office Product Brand offers benching, tables, storage units, sit/stand solutions and office furniture ergonomic accessories.

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Exemplis LLC Contact Information:

- 6415 Katella Avenue
  Cypress, California
  90630
  Phone: 714-995-4800
  Fax: 714-995-4855
  E-mail: dcairo@exemplis.com

Attached to our Bid Response, you will find the following Documents completed by Exemplis LLC:

- Addendum 1 Acknowledgement
- Tab 1 – Offer and Contract Signature Form (Appendix A)
    - Terms and Conditions Acceptance Form (Appendix B)
- Tab 2 – Product/Pricing Document (Attachment 1)
    - Exemplis LLC Warranty Policy (Exhibit A to Attachment 1)
- Tab 3 – Performance Capability Document (Attachment 2)
    - Principal Procurement Agency Certificate (Exhibit D)
    - Federal Funds Certifications (Exhibit F)
    - New Jersey Business Compliance (Exhibit G)
        - Ownership Disclosure Form (Document #1)
        - Non-Collusion Affidavit (Document #2)
        - Affirmative Action Affidavit (Document #3)
            - New Jersey Certificate of Employee Information Report
        - Political Contribution Disclosure Form (Document #4)
        - Stockholder Disclosure Certification (Document #5)

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        - Certification of Non-Involvement in Prohibited Activities in Iran (Document #6)
        - New Jersey Business Registration Certificate (Document #7)
    - OMNIA Partners - Response for National Cooperative Contract (Exhibit A to Attachment 2)
        - Exemplis LLC Dunn & Bradstreet Report (Appendix 1 to Exhibit A)
        - Exemplis LLC Social Responsibility Report (Appendix 2 to Exhibit A)
    - Financial Letter of Good Standing (JPMorgan Chase Bank) (Exhibit B to Attachment 2)
- Tab 4 – Qualification and Experience Document (Attachment 3)
    - Customer References (Exhibit A to Attachment 3)
    - Authorized Dealer List (Exhibit B to Attachment 3)
- Tab 5 – Value Add (Attachment 4)
- Tab 6 – Additional Required Documents (Appendix C)
    - Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Document #1)
    - Antitrust Certification Statements (Document #2)
    - Implementation of House Bill 1295 Certificate of Interested Parties (Document #3)
    - Texas Government Code 2270 Verification Form (Document #4)
    - Special Conditions (Document #5)
    - Questionnaire (Document #6)
        - Diversity Programs & Diverse Vendor Certification Participation (Exhibit A to Questionnaire)

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- The following Price Books (in searchable PDF format) are included on our two enclosed Flash Drives:
    - September 16, 2019 SitOnIt Seating Price Book
    - September 16, 2019 IDEON Soft Seating Price Book
    - September 16, 2019 Symmetry Office Price Book

Please find our Response in the following formats:

- Two original hard copies of our Response
- Two Flash Drives without Proprietary Information (each with our Completed Response and Price Books)

Please let me know if you have any questions at all. We thank you again for the opportunity to bid on this RFP and look forward to continuing our strong partnership with Region 4 ESC and OMNIA Partners in the near future.

Best Regards,

Derek A. Cairo, JD
Manager, Contracts
Exemplis LLC
Phone: 714-995-4800
Fax: 714-995-4855
Email: dcairo@exemplis.com

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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-18

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Furniture, Installation, and Related Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Furniture, Installation, and Related Services 19-18 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Addendum No. 1 is hereby issued as follows:

CLARIFICATIONS:

1. The changes being made to this RFP are being made to add Appendix C Documents #5-7 in order to fulfill FEMA requirements. While it is not expected that the services outlined in this RFP would be utilized in a disaster recovery or emergency situation, Region 4 ESC is including language should it be needed.

CHANGES TO THE RFP:

1. Remove Appendix C, Additional Required Documents, and replace with the version attached to this Addendum No. 2. This is the Appendix C that should be used for this solicitation and submitted as part of the Offeror's proposal.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name Exemplis LLC

Contact Person Patrick Sommerfield; Vice President, Finance

Signature

Date December 5, 2018

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Exemplis LLC

Address: 6415 Katella Avenue

City/State/Zip: Cypress, CA

Telephone No.: 714-995-4800

Email Address: dcairo@exemplis.com

Printed Name: Patrick Sommerfield

Title: Vice President, Finance

Authorized signature: _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 14, Page 4	Product shall be shipped within 7 days of receipt of Purchase Order.	We ship our Products in 2, 5, or 10 business days. Plastic shell colors are available in 2 days to 3 weeks. Tablet arms require 3 weeks. Large orders or specialty/COM textiles may require additional lead time.	

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6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 1
Products/Pricing

i. Exemplis LLC's proposed discounting is based on a percentage discount off of our list pricing included in our Price Books for our three Product Brands: SitOnIt Seating, IDEON Soft Seating, and Symmetry Office.

Exemplis LLC's proposed discounting will be identical for the following Categories applicable to our Product Lines:

- Freestanding furniture
- Seating/Chairs
- Soft Seating
- Filing Systems, Storage, and Equipment
- Technology Support Furniture
- Library Furniture
- Cafeteria Furniture
- Educational Office Furniture
- Career/Technical Education Furniture
- Related Products, Support Services, and Solutions

ii. The following Price Books are included on our two enclosed Flash Drives:

- September 16, 2019 SitOnIt Seating Price Book
- September 16, 2019 IDEON Soft Seating Price Book
- September 16, 2019 Symmetry Office Price Book

The Price Books contain the manufacturer part number, product description, and list price. Our Price Books do not include net pricing. Net pricing can be calculated using the proposed discounting.

Our list pricing shall not exceed what is stated in our Region 4 ESC-approved Price Books.

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iii. Exemplis LLC proposes the following volume discounting to Region 4 ESC. The volume discounting is based off of list price:

- Dock Delivery Discount: Exemplis LLC's Product(s) are delivered to the Region 4 ESC Member's loading dock. The Region 4 ESC Member is responsible for unloading the Product(s).
    - Tier Discount:
        - Tier 1: $1 - $50,000: 54% Discount
        - Tier 2: $50,001 - $100,000: 56% Discount
        - Tier 3: $101,001 - $250,000: 58% Discount
        - Tier 4: $250,001 + : Negotiable
- Inside Delivery Discount: Exemplis LLC's Product(s) are delivered to the Region 4 ESC Member's loading dock. The driver moves the Product(s) into the Region 4 ESC Member's building but does not handle installation.
    - Tier Discount
        - Tier 1: $1 - $50,000: 52% Discount
        - Tier 2: $50,001 - $100,000: 54% Discount
        - Tier 3: $101,001 - $250,000: 56% Discount
        - Tier 4: $250,001 + : Negotiable
- Delivered & Installed Discount: an authorized dealer shall manage the delivery, installation, and trash removal for Exemplis LLC's Product(s) purchased by a Region 4 ESC Member.
    - Tier Discount
        - Tier 1: $1 - $50,000: 50% Discount
        - Tier 2: $50,001 - $100,000: 52% Discount
        - Tier 3: $101,001 - $250,000: 54% Discount
        - Tier 4: $250,001 + : Negotiable

Exemplis LLC proposes the following ranges for services and solutions:

- Basic Installation - Normal Hours : $25 - $40
- Basic Installation - After Hours : $35 - $55
- Expanded Installation - Normal Hours : $25 - $40
- Expanded Installation - After Hours : $35 - $55

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- Design Services : $50 - $75
- Project Management : $25 - $40
- Asset Management : $15 - $30
- Refurbishment : $30 - $50
- Storage (Fixed Monthly Rate) : $150 - $2,000

iv. Please see definitions above in Section iii.

v. Exemplis LLC Warranty

Exemplis LLC warrants to the original customer that the product(s) will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week). Exemplis LLC will repair or replace with a comparable part or product, without charge to the original purchaser, only defective parts or products found defective during the warranty period. If requested by Exemplis LLC, the original customer will return the part or product for review with freight or other shipping charges prepaid by Exemplis LLC. This warranty shall be effective for the applicable time period beginning from "date of manufacture" as shown on the manufacturer label underneath each product.

Time Frames & Products	Structural Parts Arm Pads, Arms, Mechanisms, Cylinders, Etc.	Manufactured Parts Upholstered Parts, Foam, Knit, Mesh, Plastic Shells
All Exemplis LLC Products (exceptions below)	Lifetime	5 years
Amplify, Torsa, Novo, Wit	12 years in 24/7 use or Lifetime under standard use	5 years
Chairs with HD Upgrade	10 years	2 years
All IDEON Soft Seating and Tables	12 years	5 years
Power Modules and Electrical Components	5 years	Not Applicable
All Symmetry Office Products (exceptions below)	Lifetime	Not Applicable
Captiva, Largo, Ocala, Bent Legs, Trapezoid, Twisted, Straight, Monitor Arms	12 years	Not Applicable
Prise, Flow 2.0, Skyway	10 years	Not Applicable
Switchback, Voyager	7 years	Not Applicable
Clarity, All Filing Products	5 years	Not Applicable
Dividers	5 years	5 years
Keyboard Trays, Mouse Pads, Wrist Rests	1 year	Not Applicable

Exemplis LLC shall pay for all pre-approved labor costs.

Exemplis LLC has a Warranty Department staffed with fifteen Warranty Specialists to quickly and effectively assist our customers with any warranty-related claims and questions. Exemplis

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LLC, as the manufacturer, manages all communication between the dealer and customer. Either Exemplis LLC or an Authorized Dealer will handle all warranty returns and/or on-site repairs at no cost to Region 4 ESC.

Stated below, please find the direct links to Exemplis LLC's Warranty Policy for all three of our Product Brands. In addition, please find hard copies of our warranty attached to this Attachment 1 as Exhibit A to Attachment 1.

- SitOnIt Seating:
  - http://www.sitonit.net/content/dam/exemplis/downloadslisting/misc_downloads/soi_ideon_warranty.pdf.download
- IDEON Soft Seating:
  - http://www.ideondesign.com/content/dam/exemplis/ideon/downloadslisting/misc_downloads/soi_ideon_warranty.pdf.download
- Symmetry Office:
  - http://www.symmetryoffice.com/sup_files/Warranty%20Policy.pdf

vi. Return and Restocking Fees

Authorization for returns must be requested from and approved by Exemplis LLC prior to the return of the merchandise. Returns are subject to a restocking charge equivalent to 40% of the net order plus freight. Unauthorized returns will not be accepted by Exemplis LLC.

vii. Additional Discounts & Rebates

Exemplis LLC's current tiered structure incentivizes Region 4 ESC Members with additional discounting for larger volume projects. In addition, we allow Region 4 ESC Members to "bundle" smaller projects over a designated time period to receive a deeper discount tier based on total volume.

- Volume tier structure for all Exemplis LLC Brands
  - Tier 1: $1 - $50,000
  - Tier 2: $50,001 - $100,000
  - Tier 3: $100,001 - $250,000
  - Tier 4: $250,001 +

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The national cooperative purchasing contract space is highly competitive for furniture manufacturers. Often times we extend deeper discounting to assure winning a project. As a result, customers benefit from the competitive and aggressive landscape.

Bi-Annual Customer Promotions (typically last 3 months)

- Exemplis LLC will run a Summer Sales promotion, which includes additional discounting for the customers (for example: an additional 3% discount off net price for Region 4 ESC Members). Historically, our promos were a great success for both parties.

viii. Verifying Contract Pricing

Exemplis LLC's sales force and authorized dealer network will be informed of the contract details immediately upon a potential Contract Award. We will hold webinars, release e-mail blasts, and distribute key contract information sell sheets to our nationwide sales team within the first 90 days of Contract Award. This will ensure Region 4 ESC Members will receive accurate contract pricing utilizing the approved price books.

Our distribution partners use sophisticated specification software tools like Giza, CAP, 20/20 and our Chairbuilder/Productbuilder tool to generate bill of materials, spec sheets and quotes/proposals. The Chairbuiler/ProductBuilder tool can found on our customer-facing web-sites (www.sitonit.net ; www.ideondesign.com ; www.symmetryoffice.com). These quotes will usually have a product description, full model number, list price, contract discount and net price. The model numbers and pricing can be independently verified by using the commercial price guide and applying contract discount or by using our Chairbuilder/Productbuilder tool and then apply the contract discount.

All purchase orders from Region 4 ESC Members shall be issued to our authorized dealer network. The authorized dealer would then issue a purchase order to Exemplis LLC. The purchase order must identify a unique "Terms Variance Number" directly associated with this Contract and discounting structure. This will ensure the correct discounting and price book have been applied to qualified purchase orders.

Region 4 ESC Members shall be able to verify and audit pricing by visiting Exemplis LLC's web-landing pages on our public-facing websites. These web-landing pages will include:

- Approved price books
- Contract discounting
- Contract number
- Contract term
- Approved products
- Other related contract information

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ix. Payment Methods

- EFT
- ACH (Electronic Check or Debit)
- Wire Transfer
- Credit Cards will be accepted with a 3% processing fee

x. Exemplis LLC implements price increases based on commodity/supply chain, medical costs and benefits, and unanticipated inflation and national/international economic events. On average, Exemplis LLC implements one price increase a year.

Exemplis LLC will not change our proposed discounting to Region 4 ESC during the term of potential Contract.

xi. Exemplis LLC launches the greatest number of new and innovative Products when compared to other office furniture manufacturers. We released 28 new Products in 2019 and will release 34 in 2020. When introducing new Product(s), we will submit the request to Region 4 ESC for approval. All new Products will receive the same contract discount off list price.

xii. Additional Information:

Exemplis LLC offers several support services to our customers (at no cost), including:

- Space planning/spec writing/budget estimation tools & services
- Provide sample mock-ups for customer evaluations
- ChairBuilder: our online quote generator designed to specify and visualize SitOnIt Seating and IDEON Soft Seating products on the go or on the spot. Customers can product a list price, complete with part number, with several easy clicks.
- ProductBuilder: our online quote generator designed to specify and visualize Symmetry Office products on the go or on the spot. Customers can product a list price, complete with part number, with several easy clicks.
- Our award-winning Customer Experience Team empowered to swiftly resolve issues and provide our customers with a positive experience.

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Exhibit A to Attachment 1

WARRANTY

WARRANTY PERIODS:

Exemplis LLC, d.b.a. SitOnIt Seating and IDEON (hereafter referred to as the Company), warrants to the original end user that this product will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week) for the following warranty periods:

Lifetime Warranty Coverage:

- All SitOnIt Seating products, except where noted below.

12-Year Warranty Coverage:

- Amplify, Torsa, Wit and Novo used in multi-shift (24/7) applications.
- All IDEON seating and tables.

10-Year Warranty Coverage:

- Non-Stop Heavy Duty, Freelance Bariatric, and chairs purchased with a Heavy Duty ("HD") or Large and Tall ("LT") option used in multi-shift (24/7) applications.

5-Year Warranty Coverage:

- Fabric, foam, knit back, mesh and plastic.
- Power modules and electrical components

2-Year Warranty Coverage:

- Fabric and foam cushioning for Non-Stop Heavy Duty, Freelance Heavy Duty and chairs purchased with a HD or LT option.

THE COMPANY DOES NOT WARRANT

- COM/COL textiles
- Product abuse or misuse
- Failure resulting from normal wear and tear
- User modification of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions and/or have been subject to improper storage
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

The Company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

For products purchased on or after August 1, 2012, the Company shall pay for all labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit to an active Company account.

There are no other warranties, expressed or implied, other than those specifically described, including, without limitations, any implied warranty or merchantability or of fitness for a particular purpose. The Company will not be responsible for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

The Company will advise you of the procedure to follow when making warranty claims. Call the Company at the number below to explain the defect. Give your name, address and telephone number. Please be prepared with the model number and sales order number found under the seat of the chair.

SitOnIt Seating: (888) 274-8664 **IDEON: (877) 994-3366**

Symmetry Office Limited Warranty

Symmetry Office warrants to the original end user that this product will be free from defects in its material and workmanship. The warranty covers material and manufacturing defects for a limited time frame with certain exceptions. The time frame specified for the applicable product can be found on the individual product page of the applicable product at www.symmetryoffice.com The time frame is effective from the date found on your order acknowledgement.

LIFETIME WARRANTY COVERAGE:

All Symmetry office products, except where noted below.

12-YEAR WARRANTY COVERAGE:

Benching, Tables and Height Adjustable Tables:

- Captiva 12yrs for Bases
- Largo 12yrs for Bases
- Ocala 12yrs for Bases
- Bent Legs 12yrs
- Trapezoid 12yrs
- Twisted 12yrs
- Straight 12yrs

Monitor Arms

- Unity Series 12yrs
- King Cobra Series 12yrs
- Allure Series 12yrs
- Value Series 12yrs

10-YEAR WARRANTY COVERAGE:

Benching, Tables and Height Adjustable Tables:

- Prise 10yrs on Electrical Components
- Flow 2.0 10yrs on Electrical Components
- Skyway 10yrs on Electrical Components

7-YEAR WARRANTY COVERAGE:

Benching, Tables and Height Adjustable Tables:

- Switchback 7yrs on Electrical Components
- Voyager 7yrs on Electrical Components
- Clarity 5yrs on Electrical Components

5-YEAR WARRANTY COVERAGE:

Filing

- All filing products have a 5yr warranty

Power Components

- Power Strip 5yrs

Dividers

- 5yrs - Standard textiles (not to exceed the original manufacturer's warranty), finishes, tacking surface of tack boards, and writing surface of whiteboards

1-YEAR WARRANTY COVERAGE:

Keyboards Trays

- Mouse pads and wrist rests have 1yr warranty

THE COMPANY DOES NOT WARRANT

- Customers Own Materials (COM)
- Product abuse or misuse or negligence in misuse
- Failure resulting from normal wear and tear
- Products that have been modified or altered and any attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions such as water damage or fire and/or have been subject to improper storage
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

The Company will, at its option, repair or replace with a comparable product, without charge to the original purchaser, only defective products or parts reported as defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INJURIES OR DAMAGES ARISING FROM USE OF THE PRODUCT. This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase. The Company shall pay for all labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit to an active Company account. This is an EXCLUSIVE LIMITED WARRANTY. There are no other warranties, express or implied, including, without limitation, any implied warranty of merchantability or of fitness for a particular purpose. The Company will not be responsible for incidental, consequential, special, or indirect damages. The purchaser is responsible for determining suitability for its intended use. The Company disclaims any liability for defects, loss of use, or claims or injuries arising out of the incorrect choice of product for particular usage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state. The Company will advise you of the procedure to follow when making warranty claims.

To file a warranty claim, email qc@symmetryoffice.com and provide the following information:

- Contact name
- Contact phone number
- Sales Order Number/ Purchase Order Number
- Ship to Address
- Description of Problem
- Description of Troubleshooting Steps Taken
- Attach Pictures, Videos showing the issue

Any items to be returned under warranty claim must receive prior approval from the warranty department as evidenced by either assigned Return Material Authorization (RMA) Number or RMA document.

Any replacement orders where an RMA number is issued, must have the defective product returned within 60 days of receipt. Otherwise, the consumer will be responsible for the replacement order invoice since the defective item was unable to be evaluated for defects.

ADDITIONAL INFORMATION

BENCHING, TABLES AND HEIGHT ADJUSTABLE TABLES

Please note that power components on a height adjustable table include: Hand Controls, Motors, Control Boxes, and Electrical Cables.

POWER COMPONENTS

Power components are defined as any power unit with electrical outlets and/ or USB/Data connections, connector jumper cables for daisy chain and infeed's for hardwire applications.

MONITOR ARMS

Weight capacity of the arms must be followed. If an arm is not functioning properly because of the weight of the monitor is outside of the advertised weight capacity, the monitor arm will not be considered defective under the warranty.

FILING

This warranty does not cover damage from ordinary wear and tear, including paint finish changes and/ or discoloration resulting from aging or exposure to light.

DIVIDERS

Standard textiles (not to exceed the original manufacturer's warranty), finishes, tacking surface of tack boards, writing surface of whiteboards

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 2
Performance Capability

i. Exemplis LLC has included a detailed response to the "Response for National Cooperative Contract (OMNIA Partners)" in Exhibit A to this Attachment 2.

ii. If awarded a Contract, Exemplis LLC will sign the OMNIA Partners Administration Agreement.

- Exemplis LLC does not have any exceptions to the OMNIA Partners Administration Agreement.

iii. Exemplis LLC has included the completed Principal Procurement Agency Certificate, Federal Funds Certifications, and New Jersey Business Compliance Forms in our Request for Proposal Response.

iv. Exemplis LLC's entire manufacturing platform is built on speed and being able to manufacture all orders in 2, 5 or 10 days. If an order needs expediting, our dedicated Customer Experience Team will walk the order through the Supply Chain Team and move it up in the production schedule. If requested from a Region 4 ESC Member, our Logistics Team will use an expedited freight service to allow for quicker delivery. The cost for this expedited freight service will be negotiated on a per order basis.

v. Exemplis LLC is proud to say we are the largest seating manufacturer (by units) in the United States (BIFMA 2018). We manufacturer and ship 7,000 – 9,000 Products a day. Our Order Entry Team enters approximately 375 new Orders a day.

vi. Exemplis LLC's Manufacturing and Logistics Teams have a daily, monthly and annual goal of hitting a 100% complete and on-time delivery rate. Based on the complexities of production and shipping, we average a 98.5% complete and on-time delivery rate. We have a long history of using only the best regional, LTL and long-haul carriers in the United States and Canada to ensure consistency and reliability for delivering on-time.

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vii. Return and Restocking Policy

Authorization for returns must be requested from and approved by Exemplis LLC prior to the return of the merchandise. Returns are subject to a restocking charge equivalent to 40% of the net order plus freight. Unauthorized returns will not be accepted by Exemplis LLC.

viii. Exemplis LLC warrants to the original customer that the product(s) will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week). Exemplis LLC will repair or replace with a comparable part or product, without charge to the original purchaser, only defective parts or products found defective during the warranty period. If requested by Exemplis LLC, the original customer will return the part or product for review with freight or other shipping charges prepaid by Exemplis LLC. This warranty shall be effective for the applicable time period beginning from "date of manufacture" as shown on the manufacturer label underneath each product.

Exemplis LLC shall pay for all pre-approved labor costs.

Exemplis LLC has a Warranty Department staffed with fifteen Warranty Specialists to quickly and effectively assist our customers with any warranty-related claims and questions. Exemplis LLC, as the manufacturer, manages all communication between the dealer and customer. Either Exemplis LLC or an authorized dealer will handle all warranty returns and/or on-site repairs at no cost to Region 4 ESC.

ix. **Customer Service**

Exemplis LLC's Customer Experience Team is based in our corporate office in Cypress, California and in our regional office in Tampa, Florida. The Team is structured to be certain we always have someone available and familiar with the product and the territory that the inquiry originates from. Our Customer Support team is available from 5:00 am to 5.00 pm Pacific Standard Time via our toll-free number at 888-274-8664 or by e-mail at sitonit@exemplis.com. Our Team is committed to responding to emails and messages within a few hours.

Exemplis LLC's Customer Experience Team is structured to ensure timely response and quick resolution. Our Team is empowered to swiftly resolve issues and provide customized solutions as customers' needs vary. Our Customer Experience Representatives stay with matters from start to finish avoiding having to pass on or explain an item multiple times.

We train our Team to empathize with the dealer and customer and understand the issue from their perspective. We have provided our Customer Experience Team elevation guidelines for specific issues to ensure responses are timely back to our customers. In addition, our Team has access to all internal departments, personnel and management to dig into specific issues to gain resolution.

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x. Exemplis LLC's invoicing process starts once the order is shipped and closed. At that time, the invoice is automatically generated and electronically distributed to the contact listed on the Purchase Order (or printed for mailing if requested). Our payment terms are 1%, Net 10; Net 30. Our Payment Methods include:

- EFT
- ACH (Electronic Check or Debit)
- Wire Transfer
- Credit Cards will be accepted with a 3% processing fee

xi. Exemplis LLC will aggressively market the Region 4 ESC contract to our authorized dealer network and Region 4 ESC Members. Our authorized dealers currently call on and sell to customers who are Region 4 ESC Members.

We will encourage new member sign up for any opportunity that may be valid through the contract.

- We would inform potential new members about the discounting and benefits of using the Region 4 ESC contract

xii. Exemplis LLC is a privately held company established in 1996. Since inception, we have been profitable. With a signed NDA, we are more than willing to share our audited financials. Please find the Letter of Good Standing from JPMorgan Chase Bank included in our Request for Proposal Response as Exhibit B to this Attachment 2.

xiii. The websites for our three Product Brands are:

- SitOnIt Seating:
  - www.sitonit.net
- IDEON Soft Seating:
  - www.ideondesign.com
- Symmetry Office:
  - www.symmetryoffice.com

Exemplis LLC receives positive feedback for our user-friendly and intuitive Product Brand websites from our authorized dealer network and customers. The websites are helpful in

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educating dealers and customers on our Products, contracts, sustainability practices, and corporate culture. The websites provide a visual walk through of all Product options and features. Our Chairbuilder & Productbuilder tools allow dealers and customers to easily configure a desired Product by selecting options including arm styles, colors, mechanisms, textiles, and other additional options. Once fully configured, the dealer or customer will obtain a real-time visual of the product with full specifications and list pricing.

Exemplis LLC is eCommerce ready. We just launched our B2B eCommerce enhancements on our B2B website.

- Our current capabilities are as follows:
    - Customer and/or dealer can use our industry leading web based B2B Commerce website with inbuilt Configurator to visualize and spec product
    - Multi-line quotes can be created, saved and shared via the website
    - Pricing is determined based on the contracts applied
    - Product lead time / Estimated delivery date can be checked prior to placing order
    - Order can be placed using the B2B Website and will integrate into our ERP system
    - Xml and/or sif file can be extracted to be used by customer/dealer to upload into their system, (this functionality will be ready in 2-3 months)
    - Full customer integration into the quote sharing / order placement / commerce flows is planned to be added over the next 6-12 months – this will allow for direct bill scenario (where we bill the customer directly with a participating dealer doing the service/installation) or dealer billed scenario (where the dealer bills the customer and we bill the dealer)
- Catalog is hosted on our website – we plan to enhance it to allow customer specific catalogs in the next 6-12 months
- Purchase order can be placed on the website and will flow into our backend system. A download file can be extracted on the website to be used by customer/dealer to update their system (ETA 2-3 months). We also have the capability to send an order acknowledgement via webservice calls using OFDA xml standards

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- We are planning to add invoice transmission capabilities using OFDA xml webservices in the next 3-4 months. We can also evaluate adding EDI and/or cXML formats in similar timeframe

Dealers and customers are able to track their orders and shipments directly from our website. We have a dealer portal where dealers can enter warranty claims and other pre and post-order activities.

xiv. Exemplis LLC is committed to the safety of all employees. In recent years we have taken more proactive steps to ensure our employees are safeguarded from known hazards. These steps include safety awareness training, root cause analysis on all incidents, and immediate corrective action. Our injuries are non-life threatening in nature and primarily consist of strains to the upper body from the physical and repetitive nature of the job. To address these types of injuries we have implemented a new stretch program designed by physical therapists tailored to the specific job functions. We also continue to look for opportunities to implement ergonomic improvements to avoid such injuries. Beside the specific steps we have taken to address our main type of injuries, we have also implemented a practice where employees at all levels are responsible for safety observations and conducting safety audits to identify opportunities for improvement in our overall safety and compliance.

xv. **Additional Performance Capabilities**

Exemplis LLC is meeting the growing demand for custom, build-to-order seating, benching and table solutions. We design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for business, healthcare, government and education.

Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture. Our unique build-to-order manufacturing model allows us to create beautiful and reliable ergonomic chairs and ship them quickly. We manufacture over 7,000 chairs per day, built exactly the way you want, with absolute attention to quality. Executive, conference, task, multipurpose and lobby seating – we've got it all. Our nimble size and lean manufacturing operation mean speed in sourcing, warehousing, assembly, and logistics that other manufacturers just can't match. This makes us the fastest in the industry, shipping office and lounge seating in 2, 5 or 10 days.

Our Symmetry Office Brand offers the latest solutions for tables, benching, storage, sit/stand solutions and office furniture accessories. This new Brand provides solutions that help people work more comfortably in their work spaces. Our goal is to strike balance between the basic work areas that today's work stations and desk provide, and the tools that people really need to make those spaces work for them.

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Exemplis®

Since our inception, we have stayed on the cutting edge of innovation by listening to customers and creating modern office products that meet their needs, allowing us to become a successful $325+ MM business in Orange County, California.

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EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [Exemplis LLC]

Signature

Patrick Sommerfield

Name

Vice President, Finance

Title

December 5, 2019

Date

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Exemplis LLC

Address, City, State, and Zip Code: 6415 Katella Avenue, Cypress, CA 90630

Phone Number: 714-995-4800 Fax Number: 714-995-4855

Printed Name and Title of Authorized Representative: Patrick Sommerfield; Vice President of Finance

Email Address: dcairo@exemplis.com

Signature of Authorized Representative: _____ Date: 12/5/2019

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

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

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

Company Name: **Exemplis LLC**

Street: **6415 Katella Avenue**

City, State, Zip Code: **Cypress, CA 90630**

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
Seating Intermediate Holdings LLC	6415 Katella Avenue, Cypress, CA 90630	Seating Intermediate Holdings owns 100% of Exemplis LLC
Seating Holdings LLC	6415 Katella Avenue, Cypress, CA 90630	Seating Holdings LLC owns 100% of Seating Intermediate Holdings LLC.

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

December 5, 2019 — Patrick Sommerfield, VP of Finance

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Exemplis LLC

Street: 6415 Katella Avenue

City, State, Zip Code: Cypress, CA 90630

State of California

County of Orange

I, Patrick Sommerfield of the City of Cypress
Name City

in the County of Orange, State of California

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

I am the Vice President of the firm of Exemplis LLC
Title Company Name

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

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

Exemplis LLC
Company Name

Authorized Signature & Title
VP Finance

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires 20____

PLEASE SEE ATTACHED

SEAL

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

TRINA DUNN
Notary Public – California
Orange County
Commission # 2224343
My Comm. Expires Dec 7, 2021

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 1 day of December, 20 19,
Date *Month* *Year*

by (1) Patrick Sommerfield

(and (2)),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Trina Dunn
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 12/5/19 Number of Pages:

Signer(s) Other Than Named Above: n/a

©2017 National Notary Association

DOC #3

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

Company Name: **Exemplis LLC**

Street: **6415 Katella Avenue**

City, State, Zip Code: **Cypress, CA 90630**

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report - **ENCLOSED**

   OR

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

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Patrick Sommerfield, VP of Finance

December 5, 2019

Date ***Authorized Signature and Title***

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

Certification 55622

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2019 to 15-FEB-2022

EXEMPLIS LLC
6415 KATELLA AVE.
CYRPESS CA 90630

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Exemplis LLC		
Address:	6415 Katella Avenue		
City:	Cypress	State: CA	Zip: 90630

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

Signature	Patrick Sommerfield	Vice President, Finance
	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	$ N/A

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

☐ DOC #4, continued

LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE
N.J.S.A. 19:44A-20.26

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship

☐Limited Partnership X Limited Liability Corporation ☐Limited Liability Partnership

☐Subchapter S Corporation

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

Stockholders:

Name: Seating Intermediate Holdings LLC Home Address: 6415 Katella Avenue, Cypress, CA 90630	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

PLEASE SEE ATTACHED

My Commission expires:

(Affiant)

PATRICK SOMMERFIELD / VP FINANCE

(Print name & title of affiant)

(Corporate Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

TRINA DUNN
Notary Public - California
Orange County
Commission # 2224343
My Comm. Expires Dec 7, 2021

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me
on this 5 day of December, 2019,
Date *Month* *Year*
by
(1) Patrick Sommerfield
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Trina Dunn
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Stakholder Disclosure Certification
Document Date: 12/5/19 Number of Pages: _____
Signer(s) Other Than Named Above: n/a

©2017 National Notary Association

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 19-18 **Bidder/Offeror:** Region 4 Education Service Center

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Patrick Sommerfield Signature: _____

Title: Vice President, Finance Date: December 5, 2019

DPP Standard Forms Packet 11/2013

CERT-1-A

03/19/19

Taxpayer Identification# **330-697-684/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
EXEMPLIS LLC

TRADE NAME:

ADDRESS:
6415 KATELLA AVE 2ND FL
CYPRESS CA 90630-5245

SEQUENCE NUMBER:
2025307

EFFECTIVE DATE:
03/09/16

ISSUANCE DATE:
03/19/19

James J. Fruscione
Director
New Jersey Division of Revenue

FORM BRC
(04-08), D205846V

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Exhibit A to Attachment 2
OMNIA Partners – Response for National Cooperative Contract

3.0 Company Response

3.1 Company

- Brief History and description of your Company:

  - Exemplis LLC was founded in 1996 by two entrepreneurs from the office furniture industry who saw a huge opportunity for quick, mass-customized ergonomic task seating at a value price. With just three employees, a fax machine and a bell that was rung every time a chair came down the conveyor belt, it was humble start to what is now a 700+ team with showrooms across the nation.

  - Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture. Our unique build-to-order manufacturing model allows us to create beautiful and reliable ergonomic office furniture and ship them quickly.

  - Exemplis LLC is meeting the growing demand for custom, build-to-order office furniture, including seating, lounge, benching, tables, and sit/stand solutions. We perfectly design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for government, education and office environments.

  - Most of our products are developed and sustainably built in the United States & Mexico from regionally and globally sourced materials.

  - Since our inception, we have stayed on the cutting edge of innovation by listening to customers and creating modern seating products that meet their needs, allowing us to become a successful $325+ MM business in Orange County, California.

Exemplis®

- Total number and location of sales persons employed by Company:
    - 30 direct sales representatives: 5 in Cypress, California; 25 in remote locations throughout the United States.
    - 170+ independent sales representatives located throughout the United States.
- Number and location of support centers (if applicable) and location of corporate office:
    - Exemplis LLC's Customer Experience Teams are located in Cypress, California and Tampa, Florida (2 support centers). We have showrooms and sales representatives located throughout the United States.
    - Our corporate address is:
        - Exemplis LLC
          6415 Katella Avenue
          Cypress, CA
          90630
- Annual sales for the three previous fiscal years:
    - 2016:
        - $285 MM
    - 2017:
        - $311 MM
    - 2018:
        - $329 MM
- Submit FEIN and Dunn & Bradstreet Report:
    - Exemplis LLC's FEIN Number is:
        - 33-0697684
    - Please find Exemplis LLC's Dunn & Bradstreet Report attached to this Exhibit A (Appendix 1 to Exhibit A)

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Exemplis

- Describe any green or environmental initiatives or policies:

  - As an industry innovator, Exemplis LLC's executive management team views sustainability as essential to its core business and values. We have engrained that philosophy from the top down organization-wide. Our lean manufacturing practice, along with 'Rapid Continuous Improvement' processes provides the foundation of our sustainability strategy by linking eliminating waste, conserving resources, responsibly designing product for durability and extended life and offering an 'End of life' take-back program.

  - All SitOnIt Seating and IDEON Soft Seating products have been tested and certified by the GREENGUARD Environmental Institute for meeting safe indoor air quality emissions recognized by the USGBC LEED rating system. Furthermore, all products have been certified to the even more stringent levels required by the GREENGUARD Children & Schools in accordance with the Collaborative for High Performance Schools (CHPS). We also demand all of our textile vendors to be GREENGUARD certified, to ensure that our products will have none or little VOCs.

  - Exemplis LLC's manufacturing facility, processes and practices are world class and by the nature of being a "Mass Assembler" we are inherently going to be greener than those manufacturers who do some of their own vertical component production (i.e. dipping frames into caustic chrome).

  - Exemplis LLC is committed to improving energy conversation and efficiency which includes reducing our overall energy consumption and greenhouse gas emissions. It is our policy to continuously improve upon and regularly monitor our energy performance; acting in accordance with all current and future local, state and national legislation required of our operations in this area.

  - The Exemplis LLC Supply Chain team has built-in goals and incentives to source components with higher recycled content and from regional partners. On average, SitOnIt Seating and IDEON Soft Seating products have anywhere from 10% - 20% recycled content in the finished product. With any component we buy, besides the percentage of recycled content, our greatest priority is the quality and craftsmanship of the component.

  - Reducing the environmental impact of our products begins with our new product development process. All new products or major design modifications on existing products go through our Design for Environment (DFE) process which seeks to incorporate energy and water efficiency, renewable, recycled, recyclable and biodegradable materials, and to account for end of life impacts. As part of this process, we also incorporate Design for Durability/Upgradeability (DFDU) into all

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products. Our products are designed to have a long and useful life and are manufactured to withstand repeated service, repair and handling. To facilitate maintenance, servicing and reassembly, replaceable components are standard features of our products, making them easy to refurbish and upgrade for multiple uses by the original or future users. We are also one of a few manufacturers who stands behind their lifetime warranty and will, upon approval, pay for the labor on warranty replacements.

- In 2014, we achieved the ultimate recognition for our sustainability efforts by attaining ANSI-BIFMA e3 Furniture Sustainability Standard LEVEL 1 certification for our plant and all SitOnIt Seating and IDEON Soft Seating products. Please visit www.spot.ul.com for verification of Exemplis LLC's sustainable production processes and LEVEL 1 certifications.

- Within the past year, Exemplis LLC attained the highly coveted ANSI-BIFMA e3 Furniture Sustainability Standard LEVEL 2 certification.

- We are not only environmentally mindful of our production process and being as efficient with raw materials and waste, but that also trickles down to how we package and ship our product. We can ship a few different ways, blanket wrapped, KD (knocked down in a small box), partially assembled or fully assembled. We prefer blanket wrapping as the most environmentally and economically friendly option, but if that is not possible, the KD or partially assembled box is going to be significantly smaller than what most other manufacturers are able to achieve with their cartons.

- In terms of "End-of-life strategy" for products, Exemplis LLC has a few options for OMNIA Partners members. We have a Take-Back Program to minimize product waste and make being environmentally responsible easy for our customers. To honor this, we have partnered with the nonprofit environmental organization ANEW to offer a return program for surplus product, regardless of condition.

- If a customer chooses to embark on the recycling effort on their own, Exemplis LLC has chair disassembly instructions (PDF) for safer, environmentally conscious disposal. The End of Life Recovery Options matrix (PDF) provides a precise explanation of materials used in various products, examples of components, recycling notes and where to find a recycling outlet nearest your member so they can dispose of the chairs in an eco-friendly manner.

- Please find our Social Responsibility Report attached to this Document for additional information on our environmental and sustainability initiatives (Appendix 2 to Exhibit A).

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

    - Exemplis LLC is in process of improving our diversity team to help capture the diverse status of our supply chain partners and authorized dealers. Since our founding in 1996, we constantly strive to partner with diverse suppliers and dealers throughout the country. Our Supply Chain philosophy is to promote fairness and encourage diversity in the procurement process.

    - The Authorized Dealer List included in our response (see Exhibit B to Attachment 3) indicates what dealers are diverse (minority, women-owned, veteran owned, service-disabled veteran owned, etc.). This list will continue to be improved upon as our diversity team implements an electronic outreach to our authorized dealers in order to obtain their diversity status. Our 2020 goal is for our sales team to be in constant communication with our diversity team to obtain clarification on what dealer is/isn't diverse.

    - In addition, Exemplis LLC will actively evaluate new diverse dealers as we continue to develop our authorized dealer network.

    - Exemplis LLC's customer discounting will not change based upon a customer working with a diverse dealer.

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

    - Exemplis LLC is considered a Small Business under the United States Small Business Administration. We have approximately 700 employees.

        - There is no certification given to Small Businesses by the United States Small Business Administration.

        - Please find our status located here:

            - https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QSMA18D08NQ&contractorName=EXEMPLIS+LLC&executeQuery=YES

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- Describe how Company differentiates itself from its competitors:

  - With the fastest lead time in the industry – 2, 5, or 10 days – Exemplis LLC offers high-quality office furniture solutions that combine award-winning design with intelligent ergonomics. From healthcare to higher education, we've been the go-to destination for build-to-order seating since 1996 and benching, tables, sit/stand solutions, and other ergonomic accessories since 2018.

  - Born and bred in California, all of our key collections are designed in-house and rigorously tested for quality control, strength and durability. We make customization easy—our user-friendly ChairBuilder and ProductBuilder tools let the customers design their dream office furniture products with just a few clicks.

  - Discover seating engineered for the customer. Experience responsive design, supreme comfort and hyper-customizable features—all at value-driven prices.

  - Exemplis LLC's "Go-To-Market" distribution model is unique to the office furniture industry. We partner with the best dealers across the spectrum of contract manufacturers (Herman Miller, Haworth, Steelcase, Knoll, etc.). Most of our competitors have limited distribution (one to two dealers) in a any given market, whereas we partner with a multitude of the best dealers in that same market.

  - Because we are the largest seating manufacturer in the industry, we have solid relationships with all textile mills. Based on those relationships, we are able to offer 15,000+ graded-in textile options at a fraction of the price our competitors can offer to their customers.

  - Management of our COM process from specifying to ordering to execution is par excellence to any competitor in the industry.

  - Exemplis LLC designs, develops, and manufactures products with a customer's well-being, ergonomics, and comfort in mind. The inherent benefits of these ergonomic products being used effectively increases a customer's productivity and overall satisfaction.

  - Choose from 2, 5 or 10-day shipping. We cut lead time, sync orders and avoid off-schedule shipments at a rate our competitors just can't match. From start to finish, we maximize efficiency in every single area—whether it's sourcing and logistics or assembly and production.

  - Exemplis LLC was voted Best Customer Service by the Office Furniture Dealer Alliance three times in the past five years. Our core belief from start to finish is that

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our customer always comes first. Everything we design—whether it's lumbar support or customer support—is crafted with the customer in mind.

  - Exemplis LLC operates as a company that puts its employees first. In 2017, we were named one of Orange County's Top Workplaces for the year. We owe our success to each and every one of our talented employees and their hard work.

- Describe any present or past litigation, bankruptcy or reorganization involving Company:

  - Exemplis LLC is involved in legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation currently pending will not materially affect the company's consolidated operations, cash flows and financial condition.

  - Exemplis LLC has never filed for bankruptcy since its inception in 1996

  - Exemplis LLC has went through a couple reorganizations since its inception in 1996:

    - February 1996 - SITONIT was incorporated
    - November 2007 - SITONIT changed its name to Exemplis Corporation
    - March 2015 – Exemplis Corporation converted to Exemplis LLC

- Felony Conviction Notice:

  - Exemplis LLC is not owned or operated by anyone who has been convicted of a felony.

- Describe any debarment or suspension actions taken against Company:

  - Exemplis LLC has never been debarred or suspended by any customer or under any contract.

3.2 Distribution, Logistics

- Describe the full line of Products and Services offered by Company:

  - Exemplis LLC offers three broad and innovative product brands to our customers: SitOnIt Seating, IDEON Soft Seating and Symmetry Office.

    - Our SitOnIt Seating Product Brand offers task, executive, conference, guest, stack, nesting, and cafe/task stool seating.

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- Our IDEON Soft Seating Product Brand offers lounge seating, modular seating, benches, ottomans and occasional/cube tables. Our extensive line of tables for hospitality and public spaces is listed within our IDEON Soft Seating Price Guide.

- Our Symmetry Office Product Brand offers benching, tables, storage units, sit/stand solutions and office furniture ergonomic accessories.

- Exemplis LLC offers the following services to our customers at no additional cost:

  - Space planning/Spec writing/Budget estimation tools & services

  - Provide sample mock-ups for customer evaluations

  - ChairBuilder:

    - Our on-line quote generator designed to specify SitOnIt Seating & IDEON Soft Seating products on the go or on the spot. Customer can product a list price, complete with the part number, with several easy clicks

  - ProductBuilder:

    - Our on-line quote generator designed to specify Symmetry Office products on the go or on the spot. Customer can product a list price, complete with the part number, with several easy clicks

  - Our award-winning Customer Experience Team empowered to swiftly resolve issues and provide our customers with a positive experience.

- Describe how your company proposes to distribute the products/services nationwide. Include any states where Products and Services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas:

  - Exemplis LLC plans to use our authorized dealer network to sell and distribute our products to our customers. We have over 2,000 dealer partners around the country; strong representation in every major, secondary and tertiary market in the United States and Canada. We will leverage our distribution network by supplying our sales force with the upfront contract training, co-branded marketing material and other tools to assist in pre/post sales cycle. That is our macro-strategy, but we would also target our top 5 dealers in every market for a deeper, targeted selling & distribution approach, which could be done in conjunction with the OMNIA Partners regional business development managers.

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- Exemplis LLC has prioritized 5 key dealers per market in the United States. We have 29 markets in the United States. Our Sales Directors will work with the Sales Representatives with these 5 key dealers identified per market to distribute our products to OMNIA Partners members nationwide. These 5 dealers per market are also typically our largest dealers in each market and are dealers that also strategically work with us to build our mutual sales. These 5 key dealers are also typically some of the largest commercial furniture dealers in the market and in many cases will likely have sales history with many of the OMNIA Partners members.

- Exemplis LLC will provide product samples, literature, training and any other collateral needed for these dealers. In addition, our representatives will share OMNIA Partners member lists, make joint calls, as well as bring in OMNIA Partners representatives into these dealerships for additional training. After these 5 dealers per market have been trained and vetted, sales representatives will reach out to other dealers, expanding our reach and digging deeper into the OMNIA Partners member lists for exposure.

- Exemplis LLC shall offer our products across the nation, including U.S. Territories and Outlying Areas.

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

  - Exemplis LLC's sales force and authorized dealer network will be informed of the contract details immediately upon a potential Contract Award. We will hold webinars, release e-mail blasts, and distribute key contract information sell sheets to our nationwide sales team within the first 90 days of Contract Award. This will ensure Participating Agencies will receive accurate contract pricing utilizing the approved price books.

  - Our distribution partners use sophisticated specification software tools like Giza, CAP, 20/20 and our Chairbuilder/Productbuilder tool to generate bill of materials, spec sheets and quotes/proposals. The Chairbuiler/ProductBuilder tool can found on our customer-facing web-sites (www.sitonit.net ; www.ideondesign.com ; www.symmetryoffice.com). These quotes will usually have a product description, full model number, list price, contract discount and net price. The model numbers and pricing can be independently verified by using the commercial price guide and applying contract discount or by using our Chairbuilder/Productbuilder tool and then apply the contract discount.

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- All Participating Agency purchase orders shall be issued to our authorized dealer network. The authorized dealer would then issue a purchase order to Exemplis LLC. The purchase order must identify a unique "Terms Variance Number" directly associated with this Contract and discounting structure. This will ensure the correct discounting and price book have been applied to qualified purchase orders.

- The Participating Agency shall be able to verify and audit pricing by visiting Exemplis LLC's web-landing pages on our public-facing websites. These web-landing pages will include:

    - Approved price books
    - Contract discounting
    - Contract number
    - Contract term
    - Approved products
    - Other related contract information

- Identify all other companies that will be involved in processing, handling or shipping the Products/Services to the end user:

    - Exemplis LLC utilizes partner carriers to transport its products to our customers. The assignment of a carrier to a specific order is based on order characteristics including customer location, order size and weight, delivery / transit requirements, and any special delivery service requirements. The partner carriers consist of:

        - Concord
        - Pacific Logistics
        - UPS Freight
        - CAN Trans
        - Transportation of America
        - A Duie Pyle
        - Averitt Express
        - LME
        - Mark IV
        - Mountain Valley
        - Pitt Ohio
        - Ward Trucking
        - FedEx Express
        - FedEx Ground
        - Cargo Solutions
        - Cargo Transporters
        - CPL Express
        - EverFresh

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- Fremont Carriers
- L Soto
- Liberty West
- Midwest Coast
- Orange Courier
- Summit Express
- Swift
- Werner
- LandStar Ranger

- Provide the number, size, and location of your company's distribution facilities, warehouses and retail network as applicable:

  - Exemplis LLC currently occupies two distribution/warehouse facilities in Southern California, two distribution/warehouse facilities in Florida, and one distribution/warehouse facility in Mexico:

    - Buena Park, California – 224,000 Square Feet
    - La Mirada, California – 64,000 Square Feet
    - Tampa, Florida (Solar Drive) – 29,000 Square Feet
    - Tampa, Florida (Depot Lane) – 15,000 Square Feet
    - Tijuana, Mexico – 200,000 Square Feet

  - We offer delivery coverage to all points within the Continental United States and Canada utilizing its bench of carriers. Shipping requests to Alaska, Hawaii, and other U.S. Territories and Outlying Areas can be accommodated, but may result in additional fees to the customer.

3.3 Marketing and Sales

- Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide:

  - In the first 10 days, Exemplis LLC will make an announcement with executive quotes to:

    - Our own sales force
    - Our authorized dealer network
    - Our dealer sales representative network
    - Our architectural and design network
    - OMNIA Partners Members (by e-mail with prior approval from OMNIA Partners)

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- Exemplis LLC, with input from our executive team and OMNIA Partners, will host a webinar in the first 90 days for our sales team. This webinar will cover the following topics:
    - Announcement of new Contract
    - Review terms of new Contract
    - Discussion of collateral material, including brainstorming design and publication efforts in future trade publications
    - Review sales strategies to drive volume through new Contract

- Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Company, as well as to prospective Public Agencies nationwide immediately upon award:
    - Press Release:
        - Exemplis LLC with partner with OMNIA Partners to develop and distribute a co-branded press release to trade publications within the first 30 days
    - Exemplis LLC web-landing pages:
        - Exemplis LLC shall publish all contract-related information (discounting, contract number, contract term, approved products, approved price lists, contact information, etc.) on our dedicated web-landing pages within the first 90 days
    - Marketing Materials:
        - Exemplis LLC's Marketing Team will work closely with OMNIA Partners to develop co-branded marketing materials within the first 90 days
        - Exemplis LLC shall continue to update and release marketing materials to promote this Agreement throughout its term. This will include:
            - Case studies
            - Collateral pieces
            - Presentations
            - Promotions
            - Education seminars for our Sales Team

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- NIGP participation:
  - Exemplis LLC shall participate with OMNIA Partners at the NIGP Annual Form and other related regional events, chapter meetings, and trade shows. Exemplis LLC shall provide marketing and promotional guidance during the term of the Master Agreement
- Exemplis LLC shall continue to design and publish advertisements in trade publications for years to come (including the entire term of the Agreement)
- Ongoing Marketing and Promotion of Master Agreement:
  - Exemplis LLC shall continue to update and release marketing materials to promote this Agreement throughout its term. This will include:
    - Case studies
    - Collateral pieces
    - Presentations
    - Promotions
    - Education seminars for our Sales Team
- Dedicated homepage:
  - Exemplis LLC shall host dedicated OMNIA Partners landing sites within 30 days under our contracts section of our websites
  - These landing pages will include:
    - OMNIA Partners standard logo
    - Copy of the original RFP
    - Copy of the Master Agreement
    - Summary of products and pricing
    - Marketing collateral
    - Customer Contract Summary Sheets
    - Applicable Price Books
    - Link to OMNIA Partner's online registration webpage
    - Dedicated email address and toll-free number to our corporate office

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- Describe how Company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Company holds and describe how the Master Agreement will be positioned among the other cooperative agreements:

    - Exemplis LLC will aggressively market the OMNIA Partners Agreement to our dealer community and OMNIA Partners Members and prospective current non-members. Our dealer community currently calls on and sells customers who are either members of OMNIA Partners or prospective members. Knowledge of the Agreement will present customer opportunities for OMNIA Partners from members of many other purchasing cooperatives. Our dealers are typically familiar with various purchasing cooperatives due to their aligned manufacturer relationships. We will position OMNIA Partners as our lead co-op and encourage member sign up for any opportunity that may be valid through the OMNIA Partners Agreement.

    - Exemplis LLC currently holds three cooperative agreements:

        - OMNIA Partners, Public Sector (Lead Agency Norfolk Public Schools)
        - OMNIA Partners, Public Sector (Lead Agency Region 4 ESC)
        - BuyBoard

    - The Omnia Partners Agreement would be our key strategic purchasing cooperative agreement. Our other two OMNIA Partners Agreements are sunsetting in early 2020. As a result, this new Agreement would be our lead/primary cooperative contract to promote nationally.

        - Exemplis LLC considers BuyBoard a regional contract (State of Texas) and is not promoted nationally.

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

    - High resolution logos shall be provided to OMNIA Partners by Exemplis LLC.

    - Exemplis LLC agrees to require prior permission from OMNIA Partners before the OMNIA Partners logo is used in any marketing and promotional materials.

- Confirm Company will be proactive in direct sales of Company's Products and Services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo:

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- OMNIA Partners member outreach:
    - Our dealers and Sales Team will strategize and target current and new OMNIA Partners members to promote the Agreement by:
        - Reviewing the key terms of the Agreement
        - Discussing the benefits of cooperative purchasing
        - Providing samples, product literature, and pricing
- Exemplis LLC's Sales Team shall follow up on all leads provided by OMNIA partners within 24 hours of receiving the request.
- Exemplis LLC's Sales and Marketing Teams will include the following information on initial communications to an OMNIA Partners Member:
    - The Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency (Region 4 Education Service Center)
    - Best government pricing
    - No cost to participate
    - Non-exclusive contract
- Exemplis LLC will do an OMNIA Partner member outreach campaign by e-mail to raise awareness of our new Agreement.
- Exemplis LLC will concurrently run a launch promotion to drive buzz, attention, and quick adoption by our distribution partners.

- Confirm Company will train its national sales force on the Master Agreement:
    - Exemplis LLC confirms that we will promptly train our Sales Team on the following details:
        - Key features of Agreement
        - Working knowledge of the solicitation process
        - Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
        - Knowledge of benefits of the use of cooperative contracts.

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

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- Bob Rohlman; Vice President, Sales
- E-mail: brohlman@exemplis.com
- Phone Number: 714-995-4800

- Marketing

  - William M Buda; Channel Marketing Manager
  - E-mail: wbuda@exemplis.com
  - Phone Number: 714-995-4800

- Sales

  - Dan Conaty; Director of Government Sales
  - E-mail: dconaty@exemplis.com
  - Phone Number: 202-658-9258

- Sales Support

  - Zoey Yos; Contract Administrator
  - E-mail: zyos@exemplis.com
  - Phone Number: 714-995-4800

- Financial Reporting

  - Derek Cairo; Manager, Contracts
  - E-mail: dcairo@exemplis.com
  - Phone Number: 714-995-4800

- Accounts Payable

  - Zoey Yos; Contract Administrator
  - E-mail: zyos@exemplis.com
  - Phone Number: 714-995-4800

- Contracts

  - Derek Cairo; Manager, Contracts
  - E-mail: dcairo@exemplis.com
  - Phone Number: 714-995-4800

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- Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team:

    - Exemplis LLC's national sales force is structured starting with a strong, tenured management team consisting of a Vice President of Sales, a Vice President of Contract Sales, five Regional Directors, a Director of Government Sales, and a Director of Healthcare Sales. At the territory level, we have over 200 direct and independent reps who work directly with our channel distribution.

    - The highest-level executive in charge of the Sales Team is Tim Kiger; Vice President of Sales. His contact information is:

        - Phone: 714-995-4800
        - Email: tkiger@exemplis.com

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

    - The Sales Team will make introductory phone calls to OMNIA Partners sales people within first 30 days

    - The Sales Team will attempt to meet live with all OMNIA Partners sales people during first 90 days or as soon as logistically possible for both parties

    - The Sales Team and OMNIA Partners sales people will make joint sales calls in largest member end users during first six months

    - The Sales Team and OMNIA Partners sales people will make joint sales calls on our largest dealers, to educate and promote this new Agreement

    - Our regional field Sales Team will make targeted sales calls on OMNIA Partners members to promote the Agreement.

    - Collectively strategize with OMNIA Partners sales people to develop seasonal promotions to capture peak buying seasons.

    - The Sales Team will target the top 100 Omnia Partners members across the nation by providing additional focused marketing and sales efforts for those top accounts.

    - Contract promotion at the office furniture industry's largest events (NeoCon), NIGP, CAPPO and State/Local Office Furniture trade shows.

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

    - First and foremost, Exemplis LLC's entire Executive Team have seen and embraced full potential of the OMNIA Partners relationship and how leveraging this partnership can magnify sales. Having full executive support is critical in building out a successful national program.

    - Exemplis LLC shall hold quarterly reviews with OMNIA Partners sales people to review sales metrics, marketing material refreshes, and brainstorm potential sales promotions and opportunities.

    - At the beginning of each calendar year, Exemplis LLC will set annual goals per market, insuring continued awareness and growth under this Agreement.

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

    - Total Public Agency sales for FY 2018: $69 MM

    - GSA

        - Total Sales:
            - $12.5 MM

        - Contact Name & E-mail:
            - Dana Anello; Contract Specialist/Contracting Officer Federal Acquisition Center
            - Dana.anello@gsa.gov

    - State of Florida

        - Total Sales:
            - $5.6 MM

        - Contact Name & E-mail:
            - Thomas Bower; Contract Manager
            - thomas.bower@dms.myflorida.com

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- State of North Carolina
  - Total Sales:
    - $5 MM
  - Contact Name & E-mail:
    - Grant Braley; State Procurement Manager
    - Grant.braley@doa.nc.gov
- State of New York
  - Total Sales:
    - $3.3 MM
  - Contact Name & E-mail:
    - Matthew Jones; Contract Management Specialist I
    - Matthew.jones@ogs.ny.gov
- State of Georgia
  - Total Sales:
    - $1.8 MM
  - Contact Name & E-mail:
    - Eunicia Pop; Contract Management Specialist
    - Eunicia.pop@doas.ga.gov
- Commonwealth of Pennsylvania
  - Total Sales:
    - $1.7 MM
  - Contact Name & E-mail:
    - Lisa Vega; Commodity Specialist
    - lvega@pa.gov
- State of California (CMAS)
  - Total Sales:
    - $1.5 MM
  - Contact Name & E-mail:

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- Bryan Dugger; CMAS Program Analyst
- Bryan.dugger@dgs.ca.gov

- State of New Jersey
  - Total Sales:
    - $1.4 MM
  - Contact Name & E-mail:
    - Kristi Thomas; Procurement Supervisor
    - Kristi.thomas@treas.nj.gov
- Commonwealth of Massachusetts
  - Total Sales:
    - $926,000
  - Contact Name & E-mail:
    - Gustav Pearson; Strategic Sourcing Lead
    - Gustav.pearson@mass.gov
- Massachusetts Higher Education Consortium (MHEC)
  - Total Sales:
    - $741,000
  - Contact Name & E-mail:
    - Ulrike Monzillo; Sr. Contract/Communications Manager
    - rmonzillo@mhec.net

- Describe Company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions:
  - Exemplis LLC has implemented the Microsoft Dynamix AX ERP system in 2017. This ERP System has been customized to input purchase orders, generate customer acknowledgments, initiate work orders for our manufacturing facility, assist with shipments for all orders, and fully support billing and receivables.
  - Exemplis LLC accepts the following payment formats:
    - Check

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- Credit card (3% Processing Fee)
- ACH
- Wire Transfer
- EFT

- Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"):
    - Exemplis LLC has decided to not provide a specific Guaranteed Contract Sales amount for the initial three years of this Agreement.
        - $0.00 in year one
        - $0.00 in year two
        - $0.00 in year three
- Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement:
    - Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners):
        - Exemplis LLC in conjunction with our aligned dealers intends to respond to most end user solicitations with the negotiated "tiered" agreement pricing. We believe the negotiated discounting tiers are very favorable to end users.
    - If competitive conditions require pricing lower than the Agreement pricing, Company may respond with lower pricing through the Master Agreement. If Company is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement:
        - When competitive conditions require lower pricing than the Agreement pricing, Exemplis LLC will first understand the project scope, scale and competitive landscape and then strategically decide whether it is appropriate to extend deeper than the Agreement pricing.
    - Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners):

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Exemplis

- Exemplis LLC and our dealer network will qualify pre-sales/solicitation whether the OMNIA Partners member is open to using the Agreement, if so, we intend to use the negotiated discount. If not, we will use commercial project pricing to respond.

- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as an alternative or additional proposal.

    - In this scenario, Exemplis LLC and aligned dealer would only respond with Agreement pricing.

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

LIVE REPORT

Currency: Shown in USD unless otherwise indicated

EXEMPLIS LLC

Trade Names: SITONIT,IDEON

ACTIVE HEADQUARTERS

D-U-N-S Number: 93-365-2414

Company: EXEMPLIS LLC

D&B Address

Address: 6415 KATELLA AVE
CYPRESS, CA, US - 90630

Location Type: HEADQUARTERS

Phone: 714-995-4800

Fax:

Web: www.sitonit.net

Added to Portfolio: 12/05/2013

Endorsement: abustamante@exemplis.com

Last View Date: 06/21/2019

Company Summary

SCORE BAR

Total Payment Experiences	53 53		Total number of trade payment experiences collected by D&B.
Highest Credit	200,000.00 200,000.00		Highest credit granted in the past 24 months.
High Credit - Average	13,797.00 13,797.00		
Credit Limit - D&B Conservative	500,000.00 500,000.00		Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	1,000,000.00 1,000,000.00		Based on profiles of other similar companies.
PAYDEX®	77	↑	Paying 5 days past due
Commercial Credit Score Percentile	28	↓	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	28	↑	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B G		View More Details
Bankruptcy Found	No N		
D&B Rating	1R3 1R3		1R indicates 10 or more Employees, Credit appraisal of 3 is fair

D&B 3-MONTH PAYDEX®

D&B 3-month PAYDEX®: 75

Low Risk (100) ; High Risk (1)

When weighted by amount, Payments to suppliers average 8 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX®: 77

Low Risk (100) ; High Risk (1)

When weighted by amount, Payments to suppliers average 5 days beyond terms

D&B COMPANY OVERVIEW

This is a headquarters location

Branch(es) or Division(s) exist	**Chief Executive**	**Age (Year Started)**
Y	PAUL DEVRIES, CEO	23 years (1996)
Employees	**History Status**	**Financing**
800 (40 Here)	CLEAR	SECURED
SIC	**Line of business**	**NAICS**
2522	Mfg office furniture-nonwood	337214

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	0	---
UCCs	8	05/08/2018

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

COMMERCIAL CREDIT SCORE CLASS

Commercial Credit Score Class : 4

Low Risk:1 ; High Risk:5

FINANCIAL STRESS SCORE CLASS

Financial Stress Score Class : 4

Low Risk:1 ; High Risk:5

PAYDEX® TREND CHART

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

DAYS BEYOND TERMS - PAST 3 & 12 MONTHS

3 months from Apr-19 to Jun-19

Days Beyond Terms : 11 Days

Days Beyond Terms : 11

High Risk:120+ ; Low Risk:0

Dollar-weighted average of **47** payment experiences reported from **18** companies.

12 months from Jul-18 to Jun-19

Days Beyond Terms : 5

Days Beyond Terms : 5

High Risk:120+ ; Low Risk:0

Dollar-weighted average of **57** payment experiences reported from **25** companies.

DEROGATORY EVENTS LAST 13 MONTHS FROM JUN-18 TO JUN-19

No Derogatory trade Event has been reported on this company for the past 13 Months

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM JUN-18 TO JUN-19

Status	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Total	107,632	142,099	129,405	130,502	192,686	48,537	62,164	134,571	131,978	433,654	349,804	337,177	337,177
Current	106,746	140,474	128,227	127,309	192,053	43,852	49,674	126,167	125,025	248,940	285,936	270,738	270,738
1-30 Days Past Due	447	1,544	1,097	3,193	633	4,535	5,611	3,480	1,582	129,083	38,415	36,827	36,827
31-60 Days Past Due	0	0	0	0	0	150	5,926	2,859	930	43,972	10,891	10,891	10,891
61-90 Days Past Due	81	0	0	0	0	0	953	1,572	3,411	10,920	12,841	12,841	12,841
91+ Days Past Due	358	81	81	0	0	0	0	493	1,030	739	1,721	5,880	5,880

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 883

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 817

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 882

KEY SBRI ATTRIBUTES

Total Balance
314,357.00

Total Open SBRI Accounts
23

Number Of Total Accounts Ever Cycle 2+
0

Credit Card - Total Balance	NA
Lease Card - Total Balance	271,994.00
Loan Card - Total Balance	42363

Total Exposure	314,357.00
Maximum Age of All Open Accounts	194.00 Months

Time since most recent Cycle 2 on all accounts	105 Months
Worst Delinquent All Accounts	Past 1-3 Months Past 1-12 Months

ACCOUNT SUMMARIES

Total Current Balance	
Total Past Due	
Total Past Due Cycle 1	
Total Past Due Cycle 2	
Total Past Due Cycle 3	
Total Past Due Cycle 4	
Total Past Due Cycle 5	
Total Charge Off Amount	

Type	Lender	Date Reported	Open Date	Closed Date	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount

No data found

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
SITONIT SEATING INC	CYPRESS , CA	82-693-2431
SYMMETRY OFFICE, LLC	TAMPA , FL	01-170-1337

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
EXEMPLIS LLC	BUENA PARK , CA	11-845-9788
EXEMPLIS LLC	BUENA PARK , CA	83-064-8841

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Predictive Scores

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **4: 14 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Company Profile:

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

- Years in Business: **Established: 5+**

G

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available: 3+Trade	Large	Established

CREDIT CAPACITY SUMMARY

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating: 1R3

Number of employees: 1R indicates 10 or more employees

Composite credit appraisal: 3 is fair

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Number of Employees Total: 800 (40 here)

Payment Activity	(based on 53 experiences)
Average High Credit:	$13,797
Highest Credit:	$200,000
Total Highest Credit:	$499,550

Below is an overview of the company's rating history since 03-18-2003.

D&B Rating	Date Applied
1R3	05/15/2015
1R4	03/31/2014
1R3	10/15/2012
4A2	02/03/2012
--	01/30/2012
4A2	04/01/2010
3A2	01/28/2009
3A3	11/24/2008
1R4	02/02/2007
1R3	03/18/2003

D&B CREDIT LIMIT RECOMMENDATION

Conservative credit Limit: 500,000

Aggressive credit Limit: 1,000,000

Risk category for this business: MODERATE

Risk category for this business: : MODERATE

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

FINANCIAL STRESS CLASS SUMMARY

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :

Financial Stress Class : 4

Low Risk:1 : High Risk:5

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

- Risk of Severe Financial Stress for Businesses with this Class: **0.84%** (84 per 10,000)
- Financial Stress National Percentile : **28** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1434** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48%** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- Composite credit appraisal is rated fair.
- Low proportion of satisfactory payment experiences to total payment experiences.
- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.
- High proportion of slow payment experiences to total number of payment experiences.

Financial Stress Percentile Trend:

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	28
Region: PACIFIC	52
Industry: MANUFACTURING	52
Employee range: 500+	61
Years in Business: 11-25	68

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

CREDIT SCORE SUMMARY

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 4 for this company shows that 9.4% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :

Credit Score Class : 4

Low Risk:1 ; High Risk:5

Moderate to high risk of severe payment delinquency over next 12 months.

Incidence of Delinquent Payment

- Among Companies with this Classification: **9.40%**
- Average compared to businesses in D&B's database: **10.20%**
- Credit Score Percentile : **28** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **478** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Increase in proportion of delinquent payments in recent payment experiences
- Higher risk industry based on delinquency rates for this industry

Credit Score Class Percentile Trend:

Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	28
Region: PACIFIC	50
Industry: MANUFACTURING	62
Employee range: 500-38527	84
Years in Business: 11-25	66

This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

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Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX	Payments Within Terms	Average High Credit
77	**77%**	**$13,797**
Equal to 5 days beyond terms (Pays more promptly than the average for its industry of 9 days beyond terms)		
Industry Median 74	**Total payment Experiences in D&Bs File (HQ)** 53	**Largest High Credit** $200,000
Equal to 9 days beyond terms	Trade Experiences with Slow or Negative Payments(%) 22.64%	Highest Now Owing $200,000
Payment Trend Unchanged	Total Placed For Collection 0	Highest Past Due $5,000
Compared to payments three months ago		

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

D&B PAYDEX

D&B PAYDEX : 77

Low Risk (100) ; High Risk (1)

When weighted by amount, payments to suppliers average 5 days beyond terms

☐ High risk of late payment (Average 30 to 120 days beyond terms)

☐ Medium risk of late payment (Average 30 days or less beyond terms)

☐ Low risk of late payment (Average prompt to 30+ days

3-MONTH D&B PAYDEX

3-Month D&B PAYDEX : 75

Low Risk (100) ; High Risk (1)

Based on payments collected over last 3 months.
When weighted by amount, payments to suppliers average 8 days beyond terms

☐ High risk of late payment (Average 30 to 120 days beyond terms)

☐ Medium risk of late payment (Average 30 days or less beyond terms)

sooner)

☐ Low risk of late payment (Average prompt to 30+ days sooner)

D&B PAYDEX® COMPARISON

CURRENT YEAR

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Mfg office furniture-nonwood , based on SIC code 2522 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	7/18	8/18	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	5/19
This Business	78	79	78	78	78	78	78	77	78	77	70	77
Industry Quartile												
Upper	78	-	-	78	-	-	78	-	-	78	-	-
Median	74	-	-	74	-	-	74	-	-	74	-	-
Lower	68	-	-	68	-	-	68	-	-	68	-	-

Current PAYDEX for this Business is 77 , or equal to 5 days beyond terms

The 12-month high is 79 , or equal to 2 DAYS BEYOND terms

The 12-month low is 71 , or equal to 14 DAYS BEYOND terms

PREVIOUS YEAR

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Mfg office furniture-nonwood , based on SIC code 2522 .

Previous Year	7/17 Q1'17	10/17 Q2'17	1/18 Q3'18	4/18 Q4'18
This Business	70	69	66	64
Industry Quartile				
Upper	78	78	78	78
Median	74	74	74	74
Lower	68	68	68	68

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 77, or equal to 5 days beyond terms

The present industry median Score is 74, or equal to 9 DAYS BEYOND terms

Industry upper quartile represents the performance of the payers in the 75th percentile

Industry lower quartile represents the performance of the payers in the 25th percentile

PAYMENT HABITS

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

Credit Extended	Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	2	300,000 %	
50,000-100,000	1	50,000 %	
15,000-49,999	3	60,000 %	
5,000-14,999	9	62,500 %	
1,000-4,999	11	20,000 %	
Under 1,000	10	4,200 %	

Based on payments collected over last 24 months.

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

PAYMENT SUMMARY

There are 53 payment experience(s) in D&Bs file for the most recent 24 months, with 31 experience(s) reported during the last three month period.

The highest Now Owes on file is 200000 . The highest Past Due on file is 5000

Below is an overview of the company's currency-weighted payments, segmented by it's supplier's primary industries:

Top Industries	Total Revd (#)	Total Amount	Largest High Credit	Within Terms (%)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
Telephone communictns	6	115,750	100,000	100	0	0	0	0
Mfg photograph equip	3	6,000	2,500	92	8	0	0	0
Nonclassified	2	51,000	50,000	98	2	0	0	0
Ret furniture	2	10,000	7,500	0	0	0	38	62
Misc equipment rental	2	5,750	5,000	57	0	0	43	0
Data processing svcs	2	10,000	5,000	100	0	0	0	0
State commercial bank	1	200,000	200,000	100	0	0	0	0
Paper mill	1	25,000	25,000	100	0	0	0	0
Whol office supplies	1	20,000	20,000	50	50	0	0	0
Mfg plastics/resins	1	15,000	15,000	50	50	0	0	0
Mfg nonwd office furn	1	10,000	10,000	0	100	0	0	0
Testing laboratory	1	10,000	10,000	100	0	0	0	0
Ret misc merchandise	1	7,500	7,500	100	0	0	0	0
Trucking non-local	1	2,500	2,500	50	50	0	0	0
Whol industrial suppl	1	2,500	2,500	100	0	0	0	0
Misc business service	1	1,000	1,000	100	0	0	0	0
Whol plastic material	1	1,000	1,000	0	100	0	0	0
Help supply service	1	1,000	1,000	0	0	100	0	0
Whol service paper	1	750	750	100	0	0	0	0
Mfg misc plastic prdt	1	500	500	0	100	0	0	0
Investment advice	1	500	500	100	0	0	0	0
Whol computers/softwr	1	500	500	100	0	0	0	0
Mfg elect. components	1	250	250	100	0	0	0	0
Radiotelephone commun	1	100	100	100	0	0	0	0
Employment agency	1	100	100	100	0	0	0	0

Other payment categories

Cash experiences	16	$2,800	$1,000
Payment record unknown	1	$50	$50
Unfavorable comments	0	$0	$0
Placed for collections	0	$0	$0
Total in D&B's file	53	$499,550	$200,000

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices, etc.

DETAILED PAYMENT HISTORY FOR THIS COMPANY

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
05/19	Ppt	100,000	90,000	0		1 mo
05/19	Ppt	50,000	50,000	100		1 mo
05/19	Ppt	25,000	10,000	0		1 mo
05/19	Ppt	7,500	0	0		1 mo
05/19	Ppt	7,500	5,000	0		1 mo
05/19	Ppt	5,000	0	0		2-3 mos
05/19	Ppt	5,000	5,000	0		1 mo
05/19	Ppt	5,000	0	0		2-3 mos
05/19	Ppt	2,500	750			2-3 mos
05/19	Ppt	2,500	0	0	N30	1 mo
05/19	Ppt	2,500	1,000	0		1 mo
05/19	Ppt	2,500	750			2-3 mos
05/19	Ppt	1,000	1,000	0		1 mo
05/19	Ppt	500	0	0		1 mo
05/19	Ppt	500	500	0		1 mo
05/19	Ppt	250	100	0		1 mo
05/19	Ppt-Slow 30	20,000	15,000	0	N45	1 mo
05/19	Ppt-Slow 30	15,000	2,500	2,500		1 mo
05/19	Ppt-Slow 30	1,000	750			2-3 mos
05/19	Slow 5	10,000	2,500	0		1 mo
05/19	(021)	1,000	0	0	Cash account	1 mo

05/19	(021)	1,000	0	0	Cash account	1 mo
05/19	(022)	250	0	0	Cash account	1 mo
05/19	(023)	50	0	0	Cash account	6-12 mos
05/19	(024)	50	0	0	Cash account	6-12 mos
05/19	(025)	50	0	0	Cash account	6-12 mos
04/19	Ppt	10,000	0	0		6-12 mos
04/19	Ppt-Slow 90	5,000	5,000	5,000		4-5 mos
04/19	Slow 90-120	7,500	7,500	5,000		1 mo
04/19	Slow 120	2,500	2,500	2,500		
04/19	(030)	50			Cash account	1 mo
03/19	Ppt	200,000	200,000	0		1 mo
03/19	(032)	100			Cash account	1 mo
02/19	Slow 30	500	0	0	N30	6-12 mos
02/19	Slow 60	1,000	1,000	1,000	N10	
11/18	Ppt	750	0	0		2-3 mos
10/18	(036)	250			Cash account	1 mo
10/18	(037)	250			Cash account	4-5 mos
10/18	(038)	100			Cash account	6-12 mos
10/18	(039)	50				1 mo
10/18	(040)	50			Cash account	1 mo
07/18	Ppt	750	750	0		1 mo
07/18	Ppt-Slow 30	2,500	0	0		6-12 mos
07/18	Slow 30	1,000	0	0		6-12 mos
06/18	(044)	50	0	0	Cash account	6-12 mos
05/18	(045)	50			Cash account	1 mo
04/18	Ppt	500	0	0	N30	6-12 mos
03/18	(047)	250			Cash account	1 mo
03/18	(048)	250			Cash account	1 mo
12/17	Ppt	100	0	0		6-12 mos
12/17	Slow 30	1,000	0	0		6-12 mos
11/17	Ppt	250	0	0		6-12 mos
09/17	(052)				Sales COD	1

09/17	(052)				Sales COD	1 mo
08/17	Ppt	100	100	0		1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported

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Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Bankruptcies	Judgments	Liens	Suits	UCCs
0	0	0	0	8
Latest Filing:	Latest Filing:	Latest Filing:	Latest Filing:	Latest Filing: 05-08-2018

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

UCC FILINGS

Collateral	All Assets including proceeds and products
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	EXEMPLIS LLC
Filing No.	167563017995
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	12-23-2016
Latest Info Received	01-20-2017

Collateral	Leased Equipment and proceeds
Type	Original

Sec. Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtor	EXEMPLIS LLC
Filing No.	167519693946
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	04-13-2016
Latest Info Received	04-29-2016

Collateral	Leased Equipment and proceeds
Type	Original
Sec. Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	087172085573
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	09-16-2008
Latest Info Received	09-25-2008

Type	Continuation
Sec. Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	1373657710
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	06-19-2013
Latest Info Received	06-20-2013
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573

Type	Amendment
Sec. Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	1373657713
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	06-19-2013
Latest Info Received	06-28-2013
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573

Type	Amendment
Sec. Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION
Filing No.	1876477052
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	05-08-2018
Latest Info Received	05-25-2018
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573

Type	Continuation
Sec. Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., BILLINGS, MT NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtor	EXEMPLIS CORPORATION

Filing No.	1876477177
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Filed	05-08-2018
Latest Info Received	05-09-2018
Original UCC Filed Date	09-16-2008
Original Filing No	087172085573
Collateral	Leased Equipment
Type	Original
Sec. Party	RAYMOND LEASING CORPORATION, GREENE, NY
Debtor	EXEMPLIS LLC
Filing No.	177602317862
Filed With	SECRETARY OF STATE/UCC DIVISION. SACRAMENTO, CA
Date Filed	08-23-2017
Latest Info Received	09-08-2017

GOVERNMENT ACTIVITY

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A

Small Business	YES (2019)
8(A) firm	N/A

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

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

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Special Events

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History & Operations

Company Overview History Business Registration Operations SIC & NAICS

COMPANY OVERVIEW

Company Name
EXEMPLIS LLC

Doing Business As
SITONIT IDEON

Street Address
6415 Katella Ave Cypress, CA 90630

Phone
714 995-4800

URL
www.sitonit.net

History
CLEAR

Present management control
23 years

HISTORY

The following information was reported **01/18/2019**

Officer(s):
- PAUL DEVRIES, CEO
- MIKE MEKJIAN, PRES
- MIKE PHELAN, CFO
- PATRICK SOMMERFIELD, EXEC V PRES
- AIVY NGUYEN, ACCT MGR

THE OFFICER(S)

The California Secretary of State's business registrations file showed that Exemplis LLC was registered as a Limited Liability Company on March 20, 2015 under file registration number 201507910093.

This business was registered as a Exemplis Corporation in the state of California on February 27, 1996, but converted to a Exemplis LLC registered in the State of California on March 20, 2015

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1996 by the officers. 100% of capital stock is owned by Member's Interest.

RECENT EVENT:.

On May 23, 2018, sources stated that Exemplis LLC, f/k/a Exemplis Corporation, Cypress, CA, has acquired Symmetry Office, LLC, Tampa, FL, on May 16, 2018. With the acquisition, Symmetry Office, LLC will now operate as a subsidiary of Exemplis LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

PAUL DEVRIES. Antecedents are unknown.

MIKE MEKJIAN. 1996-present active here.

MIKE PHELAN. Antecedents are unknown.

PATRICK SOMMERFIELD. Antecedents are unknown.

AIVY NGUYEN. Antecedents are unknown.

BUSINESS REGISTRATION

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF **06/1**

This data is for informational purposes only, certification can only be obtained through the Sacramento Office of the California Secretary of State.

Registered Name:	EXEMPLIS LLC
Business type:	LIMITED LIABILITY COMPANY
State of incorporation:	CALIFORNIA
Filing date:	03/20/2015
Registration ID:	201507910093
Status:	ACTIVE
Where filed:	BUSINESS PROGRAMS DIVISION, SACRAMENTO ,CA
Registered agent:	C T CORPORATION SYSTEM (C0168406). ,,CA.

Principals:

SEATING INTERMEDIATE HOLDINGS LLC MANAGER/MEMBER 6415 KATELLA AVE CYPRESS CA 906300000

OPERATIONS

01/18/2019

Description:

- Manufactures non-wooden office furniture, specializing in padded, upholstered or plain chairs (100%).
- Has 350 account(s). Terms are 1% 10 Net 30 days. Sells to retailers. Territory : United States.
- Nonseasonal.

Employees: 800 which includes officer(s). 40 employed here.

Facilities: Leases 20,000 sq. ft. in a multi story brick building.

Location: Central business section on main street.

Branches: This business has additional branches; detailed branch information is available in D & B's linkage or family tree produc

Subsidiaries:

- Sitonit Seating Inc. Operates as Manufacture of furnitures.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

- 2522 0102 Chairs, office: padded or plain: except wood

NAICS:

- 337214 Office Furniture (except Wood) Manufacturing

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Financials

COMPANY FINANCIALS

Graph cannot be created

ADDITIONAL FINANCIAL DATA

On January 15, 2019, Peter Ching, Acct Mgr, verified history and operations, however, deferred sales figure.

REQUEST FINANCIALS STATEMENTS

You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the button below.

Financial Date Requested	Requested Period	Requested Year	Requested By	Received Date	Status

No data found

The requested financials below were provided by EXEMPLIS LLC and are not DUNSRight certified.

KEY BUSINESS RATIOS

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments : 19

Industry Norms Based On 19 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	4.4	UN
Return on Net Worth %	UN	12.3	UN
Short Term Solvency			
Current Ratio	UN	1.8	UN
Quick Ratio	UN	0.9	UN
Efficiency			
Assets to Sale %	UN	62.1	UN
Sales/Net Working Capital	UN	6.8	UN
Utilization			
Total Liabilities / Net Worth %	UN	112.9	UN

UN = Unavailable

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Notes:

Type	Name	Author	Visible To	Date Created
No Data found				

Associations

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *

abustamante@exemplis.com

Sales Representatives

Credit Limit

$0.00

Total Outstanding

$0.00

Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101. and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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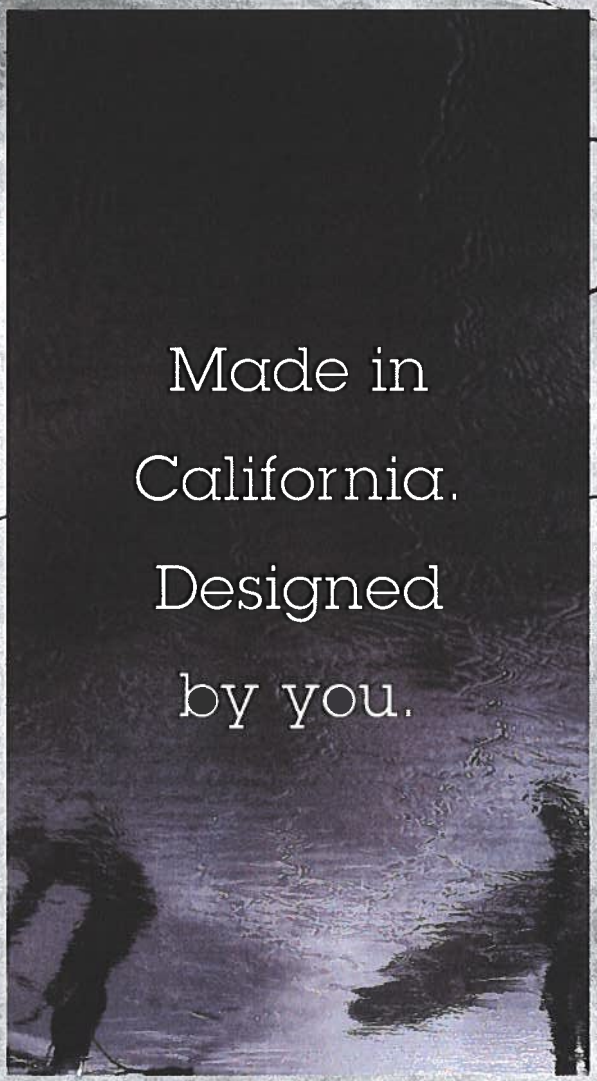
2018 Social Responsibility Report



SitOnIt • Seating® | IDEON®



Who we are

With the fastest lead time in the industry, SitOnIt Seating® and IDEON offer high-quality seating that combines award-winning design with intelligent ergonomics. From healthcare to higher education, we've been the go-to destination for built-to-order seating since 1996.

Born and bred in California, all of our key collections are designed in-house and rigorously tested for quality control, strength and durability. We make customization easy—our user-friendly ChairBuilder® tool lets you design your dream chair with just a few clicks. With chairs, sofas and stools for every desk, space and environment, the possibilities are endless.

Discover premium seating solutions—at a fraction of the price.

Our build-to-order promise

Custom-designed chairs, no waiting. Our lean manufacturing operation means we can ship build-to-order chairs in just two days. That means we can build the chair you want—and deliver it when you want it—at a price no one else can match.

Fastest shipping in the industry

Choose from 2, 5 or 10-day shipping. We cut lead time, sync orders and avoid off-schedule shipments at a rate our competitors just can't match. From start to finish, we maximize efficiency in every single area—whether it's sourcing and logistics or assembly and production.

Letter from our Founder & CEO

At SitOnIt Seating® and IDEON®, we understand how important it is to get what you want – to have an idea and see it created.

We built a company to help you do just that.

SitOnIt Seating® is the leader in custom, affordable build-to-order seating. We offer dozens of models, hundreds of options and thousands of textiles so you can get exactly what you want. Our chairs are made with world-class style for maximum comfort by renowned designers and engineers (at a price that is much lower than you would expect).

We also know that when you decide what you want, you want it fast. Our innovative build-to-order system means your custom creation ships in 2, 5 or 10 days – a promise unmatched in the industry. Because our products meet the highest industry standards, we stand behind them with a lifetime warranty. That's part of our outstanding customer service experience before, during and after each sale.

We're a California company and have proudly manufactured our products here since 1994. Our state faces monumental environmental challenges, as do other parts of North America: air pollution, drought and declining space in landfills are part of our ongoing challenges.

We have committed ourselves to being part of the solution, not part of the problem.

Our GREENGUARD Gold certified products protect indoor air from harmful emissions. We use less water to make a chair than we did five years ago. Material waste including fabric scraps and other components are collected, sorted and given to local recyclers to use in post-consumer products. We've implemented a complete design for environment program (DFE) addressing renewable and recyclable materials, end-of-life management, water management and energy efficiency. We have achieved ANSI/BIFMA level® certification, the ultimate recognition of our sustainability efforts.

We'll continue to build what you want, when you want it. Just for you. And we'll continue to build a cleaner California, and a better, more sustainable world.

Paul DeVries



Founder & CEO

About our report

Thank you for taking the time to look through our second Social Responsibility Report.

SitOnIt Seating® and IDEON® are proud to announce our Sustainability Initiative and plans to continue achievement of the Business and Institution Furniture Manufacturing Association's (BIFMA) level® certification in several areas covering Materials, Energy & Atmosphere, Human & Ecosystem Health, and Social Responsibility. We will be assessing our products' conformance to the ANSI/BIFMA e3-2014 Standard.

We first received our (BIFMA) level® certification in 2013. This report is an opportunity for us to continue communicating to our stakeholders our efforts as we move towards becoming a more sustainable business while growing our operations, and continuously improve our sustainability performance.

We have identified our stakeholders to be our owners, employees, dealers, end-customers, suppliers, community, trade organizations, governmental and regulatory agencies, certifying bodies and consultants. The list was developed upon considering all groups who have influence over Company decisions and those who are impacted by Company decisions.

Years to come, we aim to provide our stakeholders with data and performance indicators that can be monitored over time and that are material to our operations.

This report contains Standard Disclosures and Performance Indicators from the GRI G4 Sustainability Reporting Guidelines. More information about the Global Reporting Initiative (GRI) can be found at globalreporting.org. To learn more about BIFMA level® certification, visit levelcertified.org.

We hope that you find our disclosures informative. We welcome any comments, feedback, or suggestions for improvement that you may have. You can do so by e-mailing us at sitonit@exemplis.com.

Thanks again, we appreciate your interest.

Environmental accountability

SitOnIt Seating® and IDEON® are dedicated to sustainability from the fabrics we select, the way we manufacture and how we run our corporate offices. Our efforts have been recognized by Managing Automation, which listed us as one of its "Progressive 50." We work hard to minimize the impact of our manufacturing and support a healthy workplace – for our employees and our planet. Our lean manufacturing practice provides the foundation of our sustainability strategy by linking elimination of waste, conservation of resources and responsibly-designed products for durability and extended life.

MATERIALS

From the very beginning, our design and material selection process supports sustainability. Our fabric selection includes a variety of choices made of 100% recycled material. We manufacture with 10-20% recycled material. Our products contribute to achieving the LEED-CI Recycled Content Materials and Resources Credit.

MANUFACTURING

During assembly, our team uses environmentally-friendly water-based adhesives. Our precision design and state-of-the-art cutting machines minimize waste during production. And each month, we collect material waste like leather and fabric scraps, plastic drums, cardboard and metal and recycle them at local recycling centers.

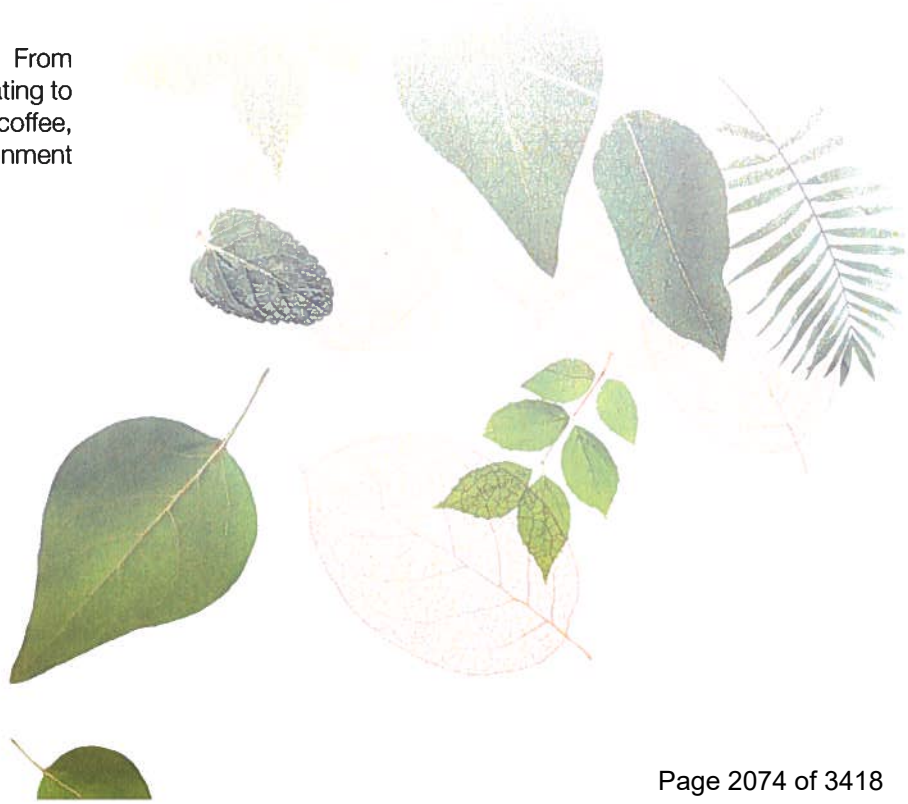
SitOnIt Seating® and IDEON® seating products have been tested and verified by Underwriter Laboratories, Inc. (UL) and meet the GREENGUARD standards for indoor air-quality emissions.

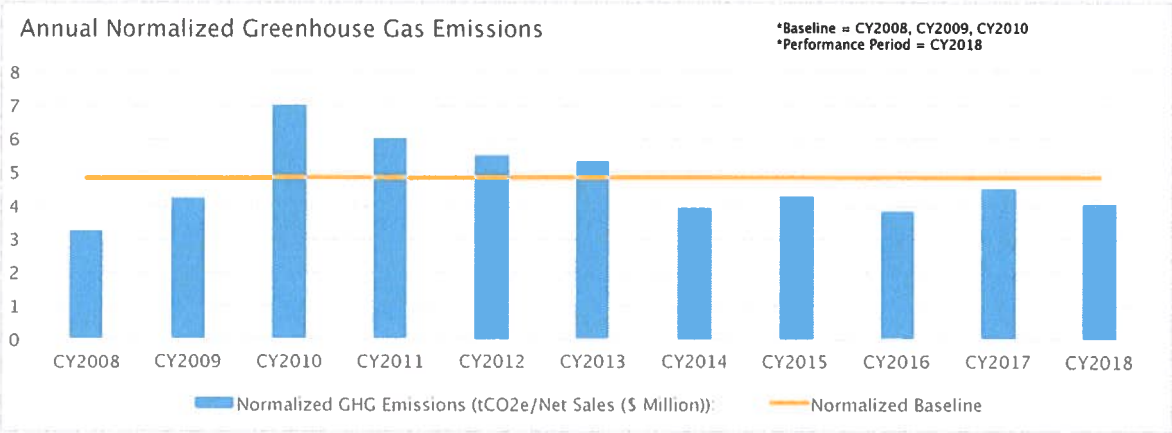
CORPORATE

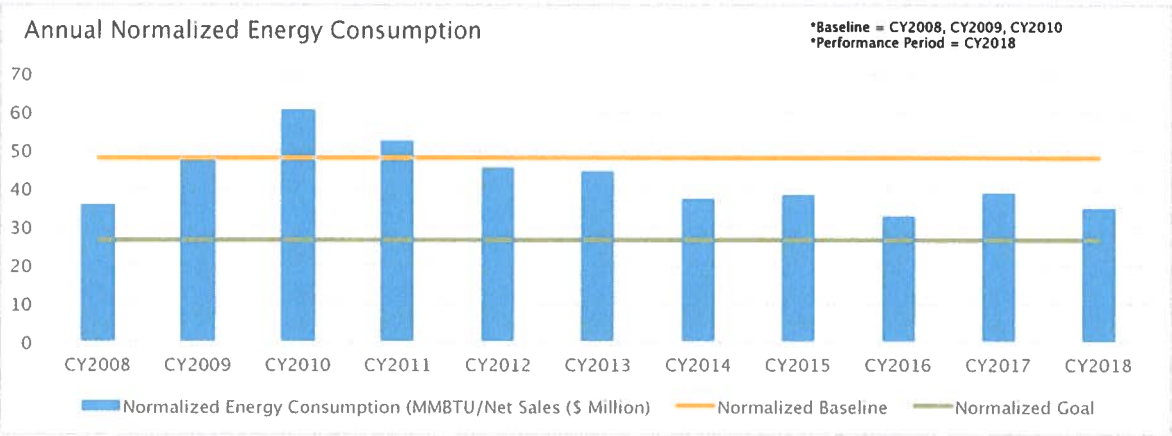
We run our business with sustainability in mind. From recycling office equipment and donating reusable seating to local schools to employees using their own mugs for coffee, many company-wide efforts are made with the environment in mind.

ENERGY & GREENHOUSE GAS EMISSIONS

We are committed to improving energy conservation and efficiency, which includes reducing our overall energy consumption and greenhouse gas emissions. It is our policy to continuously improve upon and regularly monitor our energy performance and to act in accordance with – if not exceed – all current and future local, state and national legislation required of our operations in this area. We will set objectives and targets directly related to energy conservation which will be reviewed at least annually. To hold ourselves accountable to these internal goals, we will be transparent with our performance metrics, reporting our performance to our stakeholders through publicly available, voluntary reporting outlets.







DRIVE FOR EFFICIENCY

SitOnIt Seating® and IDEON® have set a 40% reduction goal for normalized energy consumption at our facilities. We are hopeful we will reach this target by the year 2025. In order to achieve this, we have begun, and will continue, to implement energy savings projects to reduce our energy consumption. See the metrics we use to track both our energy consumption and greenhouse gas emissions (GHGs).

In addition, SitOnIt Seating® and IDEON® have committed to purchasing Renewable Energy Certificates (RECs) to offset a portion of the energy consumed from our manufacturing operations on an annual basis. For 2018, 669 MWh of Green-e certified RECs were purchased to account for a little over 20% of our electricity consumption. To learn more about RECs, please visit epa.gov/greenpower/gpmarket/rec.htm.

The normalized reductions we achieved from our 2008-2010 established baseline for energy consumption and greenhouse gas emissions for the 2018 reporting year were 27.8% and 16.8%, respectively.

TRANSPORTATION

SitOnIt Seating® and IDEON® are committed to reducing transportation related emissions through idling reductions, carrier selection and reductions in unnecessary intercompany movement. Attention is given to environmental criteria when selecting third-party carriers for inbound and outbound products and materials.

SOLID WASTE MANAGEMENT

SitOnIt Seating® and IDEON® have implemented a Zero Waste-to-Landfill goal. We will continuously work to achieve this goal by employing waste reduction and recycling strategies that will, over time, divert all manufacturing waste from our operations from being sent to a landfill.

We are in the early stages of identifying our waste streams and their current method of disposal. We know we have a long way to go and some potentially tough work ahead of us. Therefore, we are giving ourselves an appropriate deadline of 2025 to divert all our waste streams from the landfill.

ENVIRONMENTAL MANAGEMENT

SitOnIt Seating® and IDEON® are committed to environmental leadership and continue to utilize our lean manufacturing initiatives and principles to lower costs, use less materials and reduce our energy use.

Product responsibility

Our dedication to green processes begins with smart manufacturing and continues through every stage of our product's lifecycle. During manufacturing, we maximize material usage and minimize or recycle waste. Our products are GREENGUARD or GREENGUARD Gold certified, protecting your office environment from harmful emissions.

But our commitment to green production doesn't end there...

DESIGN FOR ENVIRONMENT

Reducing the environmental impacts of our products begins with our new product development process. All new products or major design modifications on existing products go through our Design for Environment process, which seeks to incorporate energy and water efficiency, renewable, recycled, recyclable and biodegradable materials and to account for end-of-life impacts.

DESIGN FOR DURABILITY / UPGRADEABILITY

SitOnIt Seating® and IDEON® products are engineered to achieve the highest levels of durability and upgradeability. Our products are designed to have a long and useful life and are manufactured to withstand repeated service, repair and handling. To facilitate maintenance, servicing and reassembly, replaceable components are standard features of our products, making them easy to refurbish and upgrade for multiple uses by the original or future users.



CHEMICAL MANAGEMENT

We are committed to reducing the human and ecosystem health impacts of our products and processes through regularly evaluating our chemical management and hazard communication plans. We will continuously evaluate and monitor the chemicals used in our facility and maintain current Safety Data Sheets through an electronic filing system. Using this process we will build a chemical inventory system to identify and track all existing chemicals within and leaving our facility, as well as all future purchased chemicals that are not currently in our system.

PRODUCT TAKE-BACK PROGRAM

SitOnIt Seating® and IDEON® offer the Take-Back Program to minimize product waste and make environmental responsibility easy for our customers. To honor this, we have partnered with the nonprofit environmental organization ANEW to offer a return program for surplus product – regardless of condition.

Where possible, ANEW matches the used products and materials otherwise destined for landfills with local non-profits and public agencies. The remainder is recycled or considered for energy-from-waste to avoid deposit in a landfill. Visit www.anewfound.org to find out more.

We are committed to making this relationship a part of our sales strategy and are proud to recommend ANEW to customers who wish to recycle their furniture for the good of the community and the environment.

ANEW

Corporate social responsibility

We have nine core values that we live by daily. These values are:

- **Honesty**
- **Accountability**
- **Results-Oriented**
- **Judgment**
- **Creative Problem Solving**
- **Flexibility and Adaptability**
- **Communication**
- **Selflessness**
- **Professional & Positive Attitude**

Our additional three leadership values are:

- **Builds & Manages Effective Teams**
- **Strategic Thinking and Development**
- **Plans & Aligns Work**

We believe in being a good corporate citizen by constantly looking for ways to reaffirm the beneficial social impact of our operations locally and globally. We are committed to maintaining high principles of social responsibility. We strive to be fair and transparent to our customers, employees and our manufacturing partners – and to benefit the communities in which we operate. We hold our suppliers to these standards, too.

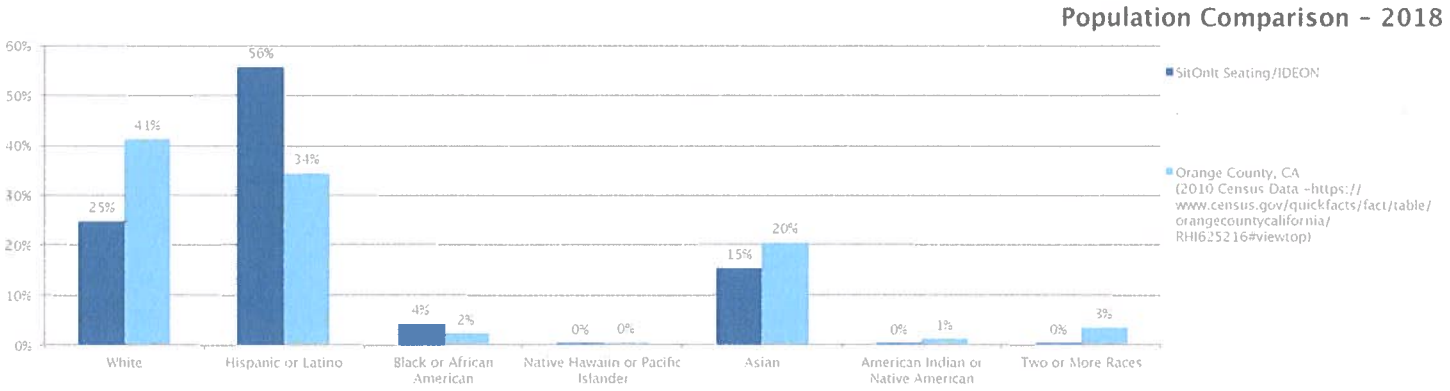
ETHICS

We understand the importance of credibility and trustworthiness to our success as a business. All officers and employees are expected to conduct their business affairs in accordance with all applicable laws of the United States and to observe the highest standards of business ethics, acting with integrity while considering the impact of their decisions on our stakeholders.

COMMUNITY INVOLVEMENT

Our goal is to continuously improve environmental performance. We also seek out activities that contribute to the community in which we operate. Activities may include volunteerism, donations, sponsorship opportunities and other community-based programs. We make every effort to involve our employees in these decisions and encourage their participation. Some of our efforts include:

- **Sponsoring an annual event benefiting The Common Thread for the Cure, a non-profit organization uniting the furniture industry in the battle against breast cancer**
- **Wishlist donations to the Society for the Prevention of Cruelty to Animals (SPCA)**
- **Hand-written notes to our troops and first responders through Operation Gratitude**
- **Over 5,600 pounds of food donated to Second Harvest Food Bank**
- **Toys for needy families and children in the Toys for Tots drive**
- **Taking part in Catering for a Cause with Bracken's Kitchen to end hunger in Orange County**



LABOR AND HUMAN RIGHTS

It is our policy to protect and respect the basic human rights of our employees and associates. We are committed to providing decent work hours, wages and conditions, as well as upholding all local, national and global regulations prohibiting forced, compulsory and child labor.

To meet this end on a global scale, we have developed and distributed our Workplace Code of Conduct as a means for our supply partners to assess their own operations for social responsibility criteria – 80% of our partners have signed this Code of Conduct. At Exemplis, we believe that there needs to be a balance between business and society, a balance between maintaining a healthy business and proper respect and concern for people and the environment.

Understanding that our work with suppliers is consistently evolving, our Code of Conduct makes clear the expectations we have of our suppliers and lays out the minimum standards we expect each supplier to meet. Where issues of noncompliance are identified, suppliers shall work to address such issues under a spirit of continuous improvement. Where differences or conflicts in standards arise, the highest standard shall apply. Wherever the law is higher than this Code, the law will prevail.

It is our intent to use these standards as an essential factor in how we approach our sourcing strategies, how we assess supplier performance, and how we decide with which suppliers Exemplis will continue to engage and grow our business with. As we evolve our business model in sourcing and manufacturing, we expect to work with suppliers who understand that meeting these minimum standards is a critical starting point from which manufacturing leadership, continuous improvement and self-governance must evolve.

Our Code of Conduct binds our suppliers to specific minimum standards that we believe are essential to meeting these goals, including Business Integrity, Voluntary Work, Prohibiting Child Labor, Non-Discrimnation or Harassment, Freedom of Association, Working Hours, Subcontracting, Occupational Health and Safety, Minimizing Environmental Impact, Recordkeeping and Transparency, Monitoring and Corrective Action.

INCLUSIVENESS

We do not discriminate on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability. We are committed to treating all of our employees and associates with dignity and respect, promoting collaboration, teamwork and the active involvement of all employees. We encourage our employees to show trust and respect to all people regardless of their background, race, religion or sexual orientation and have an affirmative action plan that is updated annually with hiring and promotion goals for inclusion.

We encourage our employees to show trust and respect to all people regardless of background, race, religion, gender identify, or sexual orientation and have an Affirmative Action Plan (AAP) that is updated annually with hiring and promotion goals for inclusion. Our management team takes mandatory courses on preventing workplace harassment and effective recruitment training.

Our CEO holds monthly management meetings and periodic company-wide town-hall meetings to communicate strategies, objectives and field employee questions. All employees are encouraged to communicate with their managers and empowered to make suggestions and voice opinions that impact our business and our people.

HEALTH & SAFETY

Our employees are our most important asset. We are very mindful of their well-being and have put into place an extensive safety program and hold a wellness fair every year. Exemplis is committed to accident prevention and will do everything possible to protect the health and safety of our employees.

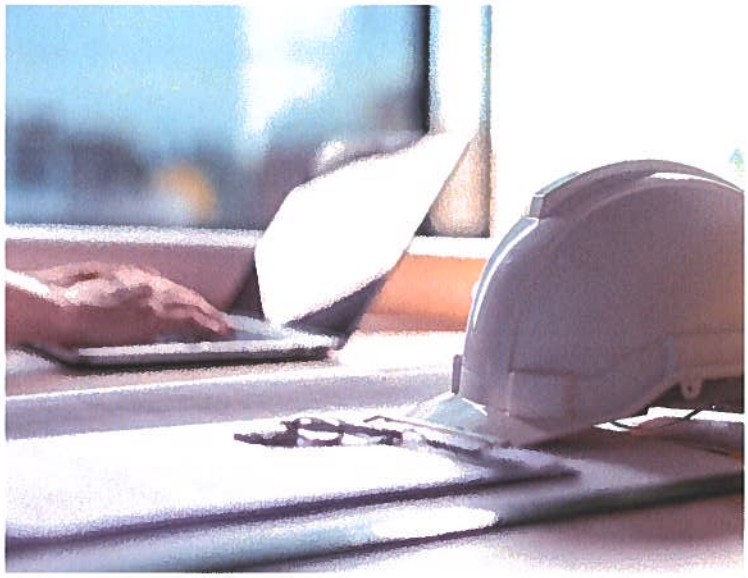
EMERGENCY PREPAREDNESS

Preparation is key to an effective safety program! We understand that an emergency or disaster can occur without notice. Whether it be an earthquake, fire or managing a critical health situation, staying composed and knowing what to do takes preparation and practice. At Exemplis, we have started to take the precautionary step to prepare and handle an emergency.

An Emergency Response Team (ERT) was established alongside our facilities manager to ensure we identify and mitigate risks associated with potential emergency scenarios. Twenty ERT members located throughout our facilities are trained in First Aid, Cardiopulmonary resuscitation (CPR) and use of the Automated External Defibrillator (AED).

- **First Aid certified – 20 team members**
- **CPR certified – 20 team members**
- **AED certified – 10 team members**

Our facilities are outfitted with an emergency preparedness kits; at least one AED to assist with basic life support; several fire extinguishers located in strategic areas and evacuation maps. At least once a year, each site performs an emergency evacuation drill to test our warning system; practice evacuation sweeps and continuously train our employees of the evacuation process. Key ERT members hold after action reviews after every evacuation and continuously improves our processes and invest in the proper resources to support our emergency preparedness plan.



We believe that when you have healthy employees, our company reaps the benefits. We are continuously strengthening our wellness programs, centered on employee education which drives awareness and encourages healthy lifestyle changes. Our culture of wellness is focused on four areas:

- **Physical**
- **Financial**
- **Mental**
- **Social**

Elements of our Wellness Program include providing an annual wellness fair consisting of flu shots and biometric screening; employee assistance programs (EAP); courses on healthy lifestyle; insurance wellness benefits; healthy tips on our monthly newsletters; sponsoring de-stressing dog visits; and offering company related sports activities.

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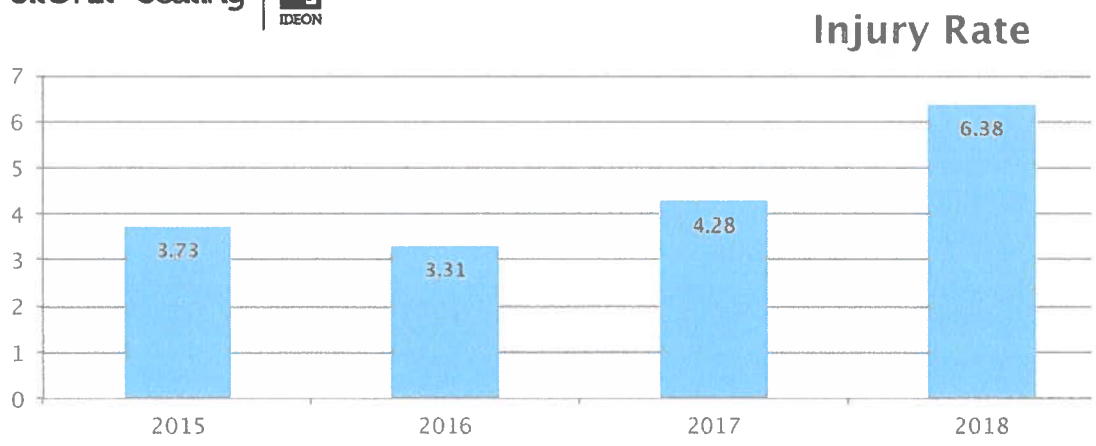

CHASE

Exhibit B to Attachment 2

November 2019

Re: Exemplis LLC (the "Company")

To Whom It May Concern:

This letter is being delivered to you to provide information on the Company's banking relationship with JPMorgan Chase Bank, N.A. (the "Bank"). We can hereby confirm that the Company has maintained accounts at the Bank since 2010 and has operated the accounts in a satisfactory manner. The Bank has extended the Company credit from time to time, with the high amount in the high eight figures. The Company has performed in accordance with the credit documentation.

Please be advised that this letter refers only to facts as they exist as of the date of this letter and the Bank shall have no duty or obligation to inform the addressee hereof of any future changes in such facts. This letter is solely for the benefit of the addressee hereof for the referenced purpose, and may not be relied on by any other person or for any other purpose.

Sincerely,

Nick St.Clair
Executive Director
JPMorgan Chase Bank, N.A.

The information in this letter is provided as an accommodation to the inquirer. This letter and any information provided in connection therewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection therewith shall attach to Bank or any of its officers, employees, or agents, that this letter makes no representations regarding the general condition of the companies named herein, their management, or their future ability to meet their obligations, and that information provided in this letter or in connection therewith is subject to change without notice.

JPMorgan Chase Bank, N.A. | 3 Park Plaza Floor 09, Irvine, CA 92614

Telephone: 949 471 9940

nick.stclair@chase.com

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 3
Qualification and Experience

i. Exemplis LLC was founded in 1996 by two entrepreneurs from the office furniture industry who saw a huge opportunity for quick, mass-customized ergonomic task seating at a value price. With just three employees, a fax machine and a bell that was rung every time a chair came down the conveyor belt, it was humble start to what is now a 700+ team with showrooms across the nation.

Since 1996 we've built a reputation for making well-designed, comfortable and affordable office furniture. Our unique build-to-order manufacturing model allows us to create beautiful and reliable ergonomic office furniture and ship them quickly.

Exemplis LLC is meeting the growing demand for custom, build-to-order office furniture, including seating, lounge, benching, tables, and sit/stand solutions. We perfectly design our products for comfort, quality and value - a dedication that has propelled us to market leader in office furniture solutions for government, education and office environments.

Since our inception, we have stayed on the cutting edge of innovation by listening to customers and creating modern seating products that meet their needs, allowing us to become a successful $325+ MM business in Orange County, California.

Our corporate office is located in Cypress, California.

ii. Exemplis LLC has a strong reputation throughout our authorized dealer network and customer base as being easy to do business with, providing prompt and professional customer service, and for creating beautifully designed, quick-ship Products at a value price point. Our customers appreciate our lifetime warranty and the fact that we pay for warranty labor (when approved in advance).

Since 2010, Exemplis LLC has outpaced the office furniture industry with a compounded growth of 159%. At the same time, BIFMA-tracked manufacturers (Herman Miller, Steelcase, Knoll, HNI, etc.) have a compounded average of 8%. We partner with the best dealers from top-tier

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manufacturers in order to provide an extensive distribution network. Those same top-tier manufacturers only offer limited distribution to their customers.

iii. Exemplis LLC has a 23-year history of providing the broadest collection of well-designed, sturdy, ergonomic seating, lounge chairs, tables and accessories at a mid-range, value price point. Designers and customers appreciate the fact we offer over 15,000+ fabrics/vinyls and a large selection of finishes and options (mass customizations) all done on a 2, 5, and 10 day production platform. In addition, the Products are backed up by a lifetime warranty.

Exemplis LLC aligns with the best dealers in every market, thus ensuring customers get the highest level of pre and post-sales service.

iv. **Key Employees Experience and Qualification**

- Executive Support
    - Bob Rohlman; Vice President, Sales
    - E-mail: brohlman@exemplis.com
    - Phone Number: 714-995-4800
    - Over 35 years in the office furniture industry
    - Graduated from University of Missouri
- Marketing
    - William M Buda; Channel Marketing Manager
    - E-mail: wbuda@exemplis.com
    - Phone Number: 714-995-4800
    - Over 4 years in the office furniture industry
    - Graduated from Cal State Fullerton
- Sales
    - Dan Conaty; Director of Government Sales
    - E-mail: dconaty@exemplis.com
    - Phone Number: 202-658-9258
    - Over 20 years in the office furniture industry
    - Graduated from James Madison University
- Sales Support
    - Zoey Yos; Contracts Administrator

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- E-mail: zyos@exemplis.com
- Phone Number: 714-995-4800
- Over 2 years in the office furniture industry
- Three bachelor's degrees obtained at Cal State Fullerton University and Eurasian National University

- Contracts & Financial Reporting

  - Derek Cairo; Manager, Contracts
  - E-mail: dcairo@exemplis.com
  - Phone Number: 714-995-4800
  - Over 6 years in the office furniture industry
  - Obtained juris doctorate from Thomas Jefferson School of Law

v. Exemplis LLC's strong government sector sales revenue is evidence of our success with Federal, State/Local and Cooperative contracts. Our product mix, along with our customer-friendly contract pricing and a dealer network specializing in government projects, are the key ingredients to our growth and success. We have a sizable number of repeat customers in the government sector who have been loyal to our brand for several years.

vi. Exemplis LLC is involved in legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation currently pending will not materially affect the company's consolidated operations, cash flows and financial condition.

In our company's history, there have not been any bankruptcies.

Exemplis LLC, and its current officers and directors, have never been through a State or Federal investigation.

Exemplis LLC has went through a couple reorganizations since its inception in 1996:

- February 1996 - SITONIT was incorporated
- November 2007 - SITONIT changed its name to Exemplis Corporation
- March 2015 – Exemplis Corporation converted to Exemplis LLC

vii. Please see Exhibit A to Attachment 3 for a list of Exemplis LLC's customer references

viii. **Additional Qualifications and Experiences**

Exemplis LLC's national sales force is structured starting with a strong, tenured management team consisting of Tim Kiger, VP of Sales, Bob Rohlman, VP of Contract Sales, four Regional

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Directors and a Director of Government Sales. At the territory level, Exemplis LLC has over 120 direct and independent reps who work directly with our channel distribution.

Exemplis LLC plans to use our commercial dealer network to sell and distribute our products to Region 4 ESC Members. Exemplis has over 2,000 dealer partners around the country; strong representation in every major, secondary and tertiary market in the United States and Canada. We will leverage our distribution network by supplying our sales force with the upfront contract training, co-branded marketing material and other tools to assist in pre/post sales cycle.

Please find our Authorized Dealer List included in our Request for Proposal Response as Exhibit B to Attachment 3.

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Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Exhibit A to Attachment 3
Exemplis LLC's Customer References

1) H&R Block, National Standards program

   a. Customer Contact: Joel Barnes, Director of Office Environment & Construction
   b. Phone: 816-854-4820
   c. Email: jobarnes@hrblock.com
   d. H&R Block offices are located nationwide
   e. Annual volume: $4 MM - $5 MM
   f. Product Mix: Focus Task Chairs
   g. Years serviced: 12

2) Rutgers, The State University of New Jersey

   a. Customer Contact: Rebecca Garner, Senior Interior Design Specialist
   b. Phone: 848-445-2530
   c. Email: rgarner@facilities.rutgers.edu
   d. Rutgers University is located in New Jersey
   e. Annual Volume: $300,000 year
   f. Product Mix: Amplify, Focus, InFlex, Aviera, Torsa, Composium, Visit
   g. Years serviced: 11+

3) Auburn University, Auburn, AL

   a. Customer Contact: Jimmy Harrison, Facilities Manager
   b. Phone: 205-567-8084
   c. Email: jimmyharrisoncf@gmail.com
   d. Auburn University is located in Alabama
   e. Annual Volume: $400,000 year; $1 MM in 2019
   f. Product Mix: Amplify, Focus, Torsa, Wit, Novo, InFlex, Rio, Lumin, Pasea, Aviera, Composium
   g. Years serviced: 13+

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4) Social Security Administration (SSA), National BPA Program

a. Customer Contact: Ralph Holzman, Purchasing Officer, SSA
b. Phone: 410-965-9261
c. Email: ralph.holzman@ssa.gov
d. Social Security Administration offices are located nationwide
e. Annual volume: $750,000 - $1.4 MM
f. Product Mix: Focus, ReAlign, Wit, Torsa, Freelance, InFlex, Focus Side, Movi, Rowdy & OnCall
g. Years serviced: 4 years at current volume; 15 years total

5) Department of Homeland Security, National BPA Program

a. Customer Contact: Marvin Miller, Project Manager, USCG
b. Phone: 202-475-5649
c. Email: Marvin.H.Miller@uscg.mil
d. Department of Homeland Security offices are located nationwide
e. Volume: $1.3 MM in FY13 & $1.5 MM FY17; approx. $500K annual in other years
f. Product Mix: Focus Family, Torsa, Prava, InFlex, Volley, OnCall, Composium
g. Years Serviced: 8

6) Lackland AFB, Wilford Hall Medical Facility, San Antonio, TX

a. Customer Contact: Ms. Tory Johnson, 59 MDW Interior Designer/Chief Plans & Design
b. Phone: 210-292-7172
c. Email: Tory.j.johnson4.civ@mail.mil
d. Lackland AFB is located in Texas
e. Volume: $2.4 MM in FY18; approx. $300K annual in other years
f. Product Mix: Focus Family, Torsa, Prava, InFlex, Freelance, Relay, Rio, Aviera, Composium
g. Years Serviced: 8

7) Veteran's Administration (VA Hospital) Denver/Aurora, Colorado Project

a. Customer Contact: David Geary, Contracting Officer-Commodities (West) Branch Chief, Dept. of Veterans Affairs, NCO 19
b. Phone: 303-202-8247
c. Email: David.Geary@va.gov
d. This VA Hospital is located in Colorado
e. Volume: $1.8 MM in FY18; approx. $300K in FY19 and other years
f. Product Mix: Focus Family, Torsa, Prava, InFlex, Freelance, Relay, Rio, Aviera, Composium
g. Years Serviced: 5

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8) US Patent & Trade Office, Alexandria, VA

a. Marla Robinson, Senior Procurement Manager
b. Phone: 571-272-5057
c. Email: marla.robinson@uspto.gov
d. The US Patent & Trade Office is located in Virginia
e. Volume: $350,000 in FY18; *recently awarded new 3 year BPA for 9,000 chairs with estimated revenue of $3,000,000
f. Product Mix: Focus and Torsa Task chair, Focus Side, Movi nesting chairs
g. Years Serviced: 9

9) City of Suffolk, VA

a. Customer Contact: Gerry Jones, Director, Capital Programs
b. Phone: 757-514-4032
c. Email: gjones@suffolkva.us
d. The City of Suffolk is located in Virginia
e. Volume: $300,000
f. Product Mix: Focus Family, Prava, Torsa, Freelance and Ideon
g. Years Serviced: 20

10) NASA, National Furniture Program

a. Customer Contact: John Carpenter, Operations Manager
b. Phone: 410-852-0606
c. Email: john.carpenter@nasa.gov
d. NASA offices are located nationwide
e. Volume: Approx. $400,000 per year
f. Product Mix: Broad mix
g. Years Serviced: 14

11) University of Minnesota

a. Customer Contact: Jerry Taintor, Category Manager
b. Phone: 612-625-8579
c. Email: taint001@umn.edu
d. This University is located in Minnesota
e. Volume: $3.5 MM in sales since 2015
f. Product Mix: Focus, ReAlign, Amplify, Freelance, Volley, Composium Lounge and other product
g. Years Serviced: 17 years

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12) Stony Brook University Hospital

a. Customer Contact: Candiano Rienzie, Associate Director Physical Therapy
b. Phone: 631-569-2293
c. Email: SBPathologyCareers@stonybrookmedicine.edu
d. This University Hospital is located in New York
e. Annual Volume: $100,000 year
f. Product Mix: Focus, Freelance, and InFlex
g. Years serviced: 8

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Region 4 ESC Request for Proposals
Furniture, Installation and Related Services
RFP # 19-18

EXHIBIT B TO ATTACHMENT 3
Authorized Dealer List

Dealer Name	State	County	Zip Code	Telephone	Diverse?	Region
1 DESIGN STUDIO LLC	GA	COBB	30066	404-915-4076		Midwest
16 POINTS SOLUTIONS	OH	HAMILTON	45249	513-967-0959		Midwest
1ST CLASS SOLUTIONS	TX	LUBBOCK	79424	806-771-4888		Midwest
1ST OFFICE FURNITURE ATL	GA	DEKALB	30338	770-841-2804		Midwest
2010 OFFICE FURNITURE INC	CA	LOS ANGELE	91733	626-444-2010		Midwest
3 OAKS RESOURCE GROUP INT'L	FL	MIAMI-DADE	33256	305-781-3113		Midwest
310 PROCUREMENT LLC	NC	WAKE	27605	919-838-9310		Midwest
360 OFFICE SOLUTIONS	MT	YELLOWSTON	59107	406-252-9210		Midwest
3DP INTERIORS INC	FL	LEE	33901	239-334-0393		Midwest
4ORM STUDIO	IL	ROCK ISLAN	61282	312-300-4499		Midwest
5 STAR OFFICE FURNITURE INC.	GA	DEKALB	30002	404-496-4182	Yes	Midwest
5 STAR OFFICE FURNITURE, INC.	GA	AVONDALE ESTATES	30002-1029	4044964182	Yes	Midwest
8 X 8 OFFICE FURNITURE AND DESIGN LLC	CA	ALAMEDA	94601	415-407-1900		Midwest
A & D DESIGNS LLC	PA	CHESTER	19460	610-703-2387		Midwest
A & W OFFICE SUPPLY & DESIGN	TN	KNOX	37932	865-966-1133		Midwest
A & W OFFICE SUPPLY, INC	TN	KNOX	97932	865-966-1133		Midwest
A + D RESOURCE INC	VA	FAIRFAX	22030	703-352-7780		Midwest
A D WYNNE CO INC	LA	ORLEANS	70113	504-522-9558		Midwest
A E ROBY INC	OH	HARDIN	43326	419-675-1118		Midwest
A HICKMAN DESIGN	VA	FAIRFAX	22124	703-375-9150		Midwest
A MARIS DESIGN	OH	HAMILTON	45208	513-315-0399		Midwest
A POMERANTZ & CO	PA	PHILADELPH	19109	215-408-2100		Midwest
A TO Z FACILITY SOLUTIONS LLC	MO	BOONE	65201	573-424-6789		Midwest
A.T. EQUIPMENT SALES CORPORATION	NY	WESTCHESTE	10583	914-472-7222		Midwest
A-1 KENNEWICK, LLC	WA	KING	98112	206-323-3888		Midwest
A1157 DESIGN SOLUTIONS LLC DBA CULTURA	CA	SAN DIEGO	92122	858-755-1390		Midwest
A2M4SEEN LLLP	CO	DENVER	80238-5008	303-571-5211		Midwest
AA K BUSINESS ENVIRONMENTS INCORPORATED	AK	ANCHORAGE	99503-2517	907-258-3534		Midwest
AAA BUSINESS SOLUTIONS, LLC	PA	PITTSBURGH	15205-9407	412-952-7247		Midwest
AAA BUSINESS SUPPLIES & INT	CA	SAN FRANCI	94124	415-821-4430	Yes	Midwest
AAA BUSINESS SUPPLIES LIMITED PARTNERSHIP	CA	SAN FRANCISCO	94124-1710	415-568-2770	Yes	Midwest
AAFES	TX	DALLAS	75236	214-312-3351		Midwest
AARONS INC	GA	COBB	30156-9239	678-402-3800		Midwest
ABI OFFICE FURNITURE, INC	CA	SAN DIEGO	92126-4409	858-549-3355	Yes	Midwest
ABIA HP LLC	TX	DALLAS	75006	469-647-3640		Midwest
ABIDE INTERNATIONAL	CA	SONOMA	95476	707-935-1577		Midwest
ABILENE PRINTING CO	TX	TAYLOR	79601	325-677-2673		Midwest
ABLES LAND INC	TX	SMITH	75711	903-593-8407		Midwest
ABRAHAM BALDWIN AGRI COLLEGE	GA	TIFT	31793	229-391-5045		Midwest
ABSOLUTE OFFICE OF OREGON	OR	MULTNOMAH	97214	503-367-0151		Midwest
ABSOLUTE OFFICE SOLUTIONS	CA	EL DORADO	95682	916-365-9027		Midwest
AC DESIGN CONCEPTS LLC	FL	BREVARD	32940-7003	321-624-0931		Midwest
AC HOTEL TEMPE BY MARRIOTT/US WB TEMPE LLC	CO	ARAPAHOE	80112	303-689-0800		Midwest
AC IRVINE/USWB PARK PLACE IRVINE, HOTEL OWNER, LLC	CO	ARAPAHOE	80112	303-689-0800		Midwest
ACC-APG-HUACHUCA DIVISION	AZ	COCHISE	85613	520-533-0426		Midwest
ACCENT COMMERCIAL FURNITURE INC	NY	ALBANY	12205	518-482-4000		Midwest
ACCENT OFFICE INTERIORS, INC	FL	LEON	32308	850-386-5201		Midwest
ACCESSORIES BY DESIGN	VA	HENRICO	23059	804-334-2995		Midwest
ACCOUNTS PAYABLE RUTGERS	NJ	MIDDLESEX	08903	908-889-2400		Midwest

ACCURATE OFFICE SUPPLY COMPANY	IL	DUPAGE	60188	630-784-4700		Midwest
ACK ENTERPRISES LIMITED	AL	BALDWIN	36526	251-767-9874		Midwest
ACM MEDICAL LABORATORY	NY	MONROE	14624	585-247-3500		Midwest
ACORN OFFICE PRODUCTS, LLC	NJ	LAKE HOPATCONG	07849-2250	973-663-3600		Midwest
ACR HEALTH	NY	ONONDAGA	13204	315-475-2430		Midwest
ACTION BUSINESS FURNITURE II	WA	PIERCE	98409	253-405-2633		Midwest
ACTION BUSINESS SUPPLIERS	KY	FAYETTE	40503	859-278-9448		Midwest
ACTIVE ERGONOMICS INC	NC	WAKE	27613	919-676-8211		Midwest
AD 1ST DISCIPLINARY COMMITTEE	NY	NEW YORK	10006	212-340-0494		Midwest
ADAPTABLE OFFICE INTERIORS	OH	GREENE	45324	937-482-4071		Midwest
ADDICTIONS CARE CENTER OF ALBANY INC	NY	ALBANY	12202	518-465-5470		Midwest
ADECA PURCHASING	AL	MONTGOMERY	36103	334-242-5216		Midwest
ADIRONDACK COMMUNITY COLLEGE WARREN HALL	NY	WARREN	12804	518-743-2266		Midwest
ADIRONDACK HEALTH INSTITUTE INC	NY	WARREN	12801	518-480-0111		Midwest
ADK GLENS FALLS TRANSPORTATION COUNCIL	NY	WARREN	12801	518-223-0634		Midwest
ADM INTERNATIONAL, INC	IL	COOK	60630	773-774-2400		Midwest
ADVANCE OFFICE & JANITORIAL SUPPLIES	NV	CLARK	89109	702-735-0213		Midwest
ADVANCED ERGONOMIC CONCEPTS	MO	ST. LOUIS	63146	314-994-0500		Midwest
ADVANCED FILING SYSTEMS AND FLORIDA OFFICE SYSTEMS	FL	BROWARD	33317	954-792-8226		Midwest
ADVANCED FURNITURE SERVICES	PA	PHILADELPH	19123	215-293-0500		Midwest
ADVANCED FURNITURE SOLUTIONS, INC	PA	CLEARFIELD	15801	814-372-2222		Midwest
ADVANCED OFFICE ENVIRONMENTS	PA	CHESTER	19355	610-993-3450		Midwest
ADVANCED OFFICE ENVIRONMENTS, INC.	PA	MALVERN	19355-2479	610-993-3453		Midwest
ADVANCED RESOURCE TECHNOLOGIES INC	VA	ALEXANDRIA	22314	703-682-4758		Midwest
ADVANCED SW TECHNOLOGIES	VA	CHESAPEAKE	23320	757-673-3754		Midwest
ADVANTAGE BUSINESS SYSTEMS	MI	SAGINAW	48607	989-992-6636		Midwest
ADVANTAGE OFFICE PRODUCTS	FL	DUVAL	32241	904-737-0066		Midwest
ADVANTAGE OFFICE SOLUTIONS	GA	CARROLL	30180	770-830-6868		Midwest
ADVENT BUSINESS INTERIORS INC	GA	LEE	31763	229-439-7418		Midwest
AE ARCHITECTURAL SERVICES	NY	MONROE	14604	585-428-7041		Midwest
AED	AL	MADISON	35898	256-313-8730		Midwest
AEGIS BUSINESS SOLUTIONS	KS	JOHNSON	66285	913-307-9922	Yes	Midwest
AEGIS BUSINESS SOLUTIONS, LLC	KS	OLATHE	66061-9219	9133079922	Yes	Midwest
AEGIS HC, LLC	CA	ORANGE	92653	949-364-3004		Midwest
AERONAUTICAL PRODUCTS	OK	OKLAHOMA	73169	405-954-6234		Midwest
AFCP/FMNFP	TX	BEXAR	78236-9854	210-395-7158		Midwest
AFD CONTRACT FURNITURE INC.	NY	NEW YORK	10019	212-721-7100		Midwest
AFD CONTRACT FURNITURE OF PUERTO RICO INC	PR		00918	787-754-2938		Midwest
AFFORDABLE BUSINESS INTERIORS	AZ	MARICOPA	85040	602-437-8737		Midwest
AFFORDABLE FURNITURE SOLUTIONS, LLC	FL	BREVARD	32950	321-961-5656		Midwest
AFFORDABLE INTERIOR SYSTEMS INC	MA	WORCESTER	01453	978-562-7500		Midwest
AFFORDABLE INTERIOR SYSTEMS, INC.	MA	LEOMINSTER	01453-6501	978 562 7500		Midwest
AFFORDABLE OFFICE INTERIORS, LLC DBA WAREHOUSE OF FIXTURES	MO	ST. LOUIS	63135			Midwest
AFFORDABLE OFFICE INTERIORS-IL (AKA: AOI) DBA BOS	IL	DUPAGE	60172	630-784-7730		Midwest
AFIT ENWL	OH	GREENE	45433	937-255-6565		Midwest
AFLCMC/ENR-EZ	MA	MIDDLESEX	01731	781-225-1841		Midwest
AFMC A10	OH	GREENE	45433			Midwest
AFRL/RWMF	FL	OKALOOSA	32542	850-883-0585		Midwest
AFSVA/SVTEA	TX	BEXAR	78236	210-395-7720		Midwest
AGILE OFIS SOLUTIONS LP	TX	HARRIS	77024	713-629-5599		Midwest
AGING & LONG TERM CARE	WA	SPOKANE	99201	509-458-2518		Midwest
AGING AND LONG TERM SERVICES	NM	SANTA FE	87505	505-476-4799		Midwest
AGRI BUSINESS CHILD DEVELOPMENT	NY	SCHENECTAD	12308	518-346-6447		Midwest
AI CORPORATE INTERIORS	AL	JEFFERSON	35233	205-871-4599		Midwest
AIKEN OFFICE SUPPLY & BOOK SHOP	SC	AIKEN	29802	803-648-8339		Midwest
AIR FORCE PENTAGON - SAF/AAOM	DC	DISTRICT O	20330-1435	703-697-7141		Midwest
AIR FORCE RESEARCH LABORATORY	NY	ONEIDA	13441			Midwest
AIREA	MI	OAKLAND	48335	248-426-0100		Midwest
AIRMAN AND FAMILY READINESS CENTER	ND	GRAND FORK	58205	701-747-6493		Midwest
AIRMAN AND FAMILY READINESS CENTER	OH	GREENE	45433	937-656-0944		Midwest
AIS-JAX, INC. DBA ADVANCED FURNITURE SOLUTIONS	FL	DUVAL	32256	904-398-0807		Midwest
AJ GRACK BUSINESS INTERIORS	PA	ERIE	16506	814-835-8217		Midwest
AJAX OFFICE FURNITURE	FL	PINELLAS	33760	727-535-1300		Midwest
AK SALES & CONSULTING INC	NM	CHAVES	88201	575-623-1488		Midwest
AKRON CENTRAL SCHOOL DISTRICT	NY	ERIE	14001	716-542-5020		Midwest
ALABAMA A&M UNIVERSITY	AL	MADISON	35762	256-372-5227		Midwest
ALABAMA CONTRACT SALES	AL	LEE	36831	334-821-4500		Midwest
ALABAMA INDUSTRIAL DEVELOPMENT TRAINING	AL	MONTGOMERY	36116	334-242-4158		Midwest
ALABAMA INSTITUTE FOR DEAF & BLIND	AL	TALLADEGA	35161	256-761-3254		Midwest
ALABAMA OFFICE SUPPLY CO LLP	AL	LEE	36801	334-749-3456		Midwest

ALABAMA OFFICE SUPPLY, LLP	AL	LEE	36803-0467	334-749-3456		Midwest
ALBRIGHT KNOX ART GALLERY	NY	ERIE	14222	716-713-4974		Midwest
ALBUQUERQUE HEALTHCARE FOR THE HOMELESS	NM	BERNALILLO	87125	505-766-5197		Midwest
ALBUQUERQUE INDIAN HEALTH SERVICE	NM	BERNALILLO	87110			Midwest
ALBUQUERQUE INDIAN HEALTH SERVICE	NM	BERNALILLO	87110			Midwest
ALBUQUERQUE OFFICE SYSTEMS	NM	BERNALILLO	87109	505-345-2824		Midwest
ALBUQUERQUE PUBLIC SCHOOLS	NM	BERNALILLO	87125	505-880-2566		Midwest
ALFRED WILLIAMS AND COMPANY	NC	MECKLENBUR	28289	919-832-9570		Midwest
ALIANZA SERVICES LLC	NY	ROCKLAND	10960	845-675-7337		Midwest
ALIGN 1 SOLUTIONS LLC	OH	SUMMIT	44236	216-404-6702		Midwest
ALIQUIPPA SCHOOL DISTRICT	PA	BEAVER	15001	724-857-7500		Midwest
ALL AMERICAN OFFICE SOLUTIONS	NC	WAKE	27610	919-534-1279	Yes	Midwest
ALL BUSINESS SYSTEMS & DESIGN	VA	FAIRFAX	20151-2958	703-631-1200		Midwest
ALL MAKES	NE	LANCASTER	68510	402-477-7131		Midwest
ALL POINTS LOGISTICS	FL	BREVARD	32952	321-735-8632		Midwest
ALLAMAKEE COUNTY FSA OFFICE	IA	ALLAMAKEE	52172			Midwest
ALLAN SHAIVITZ ASSOC INC	FL	MANATEE	34202	941-907-6695		Midwest
ALLEGANY LIMESTONE CSD	NY	CATTARAUGU	14706	716-373-6600		Midwest
ALLEGHENY COUNTY AIRPORT AUTHORITY FINANCE DEPT	PA	ALLEGHENY	15231-0370	412-472-5665		Midwest
ALLEGHENY COUNTY HOUSING AUTHORITY	PA	ALLEGHENY	15222	412-355-8940		Midwest
ALLEN BUSINESS MACHINES	IN	ALLEN	46802	260-744-4259		Midwest
ALLIANCE CORPORATE SERVICES	FL	BROWARD	33322	954-452-4949		Midwest
ALLIE KONING	CA	SAN FRANCI	94110	415-654-1660		Midwest
ALLSTATE OFFICE INTERIORS	NJ	MERCER	08619	732-438-1244		Midwest
ALLSTEEL INC	IA	MUSCATINE	52761	563-299-6045		Midwest
ALLSTEEL INC.	IA	MUSCATINE	52761-5263	563-272-4441		Midwest
ALLYSON GROUP INC	IL	ST. CLAIR	62269	618-624-4900		Midwest
ALOFT C/O NEW EPI INC	TX	DALLAS	75244	972-661-3188		Midwest
ALPHA CORPORATE DESIGNS INC	VA	CHESAPEAKE	23320	757-495-6160		Midwest
ALPHA OFFICE SUPPLIES INC	PA	MONTGOMERY	19004	215-226-2690		Midwest
ALPHA OMEGA SHELVING, INC	PA	ALLEGHENY	15106	412-276-1200		Midwest
ALPHA PROFESSIONAL SOLUTIONS	PA	PHILADELPH	19131	215-226-2690		Midwest
ALTAPOINTE HEALTH SYSTEMS	AL	MOBILE	33693	251-450-5909		Midwest
ALTERNATE RESOURCES	NY	WESTCHESTE	10583	914-713-1001		Midwest
ALTERNATIVE BUSINESS FURNITURE INC	MN	HENNEPIN	55344	952-937-7688		Midwest
ALUTIIQ PACIFIC LLC	AK	ANCHORAGE	99503	907-222-9500		Midwest
ALVERNIA UNIVERSITY	PA	BERKS	19607	610-796-8338		Midwest
AMBRIDGE INTERIORS	MD	BALTIMORE	21286	410-321-1335		Midwest
AMCASE	NC	FORSYTH	27107	888-396-9060		Midwest
AMEDD C&S	TX	BEXAR	78234	210-221-8058		Midwest
AMEDD CENTER & SCHOOL	TX	BEXAR	78234	210-221-9023		Midwest
AMERICAN BUSINESS INTERIORS	FL	BREVARD	32901	321-723-5003		Midwest
AMERICAN CAMPUS COMMUNITIES	TX	TRAVIS	78738	512-732-1000		Midwest
AMERICAN COMMERCIAL INTERIORS	VA	HENRICO	23238	804-754-7132		Midwest
AMERICAN DESIGN ASSOCIATES	MD	BALTIMORE	21204	410-823-5500		Midwest
AMERICAN EMBASSY OTTAWA	ON		K1P 5T1	613-688-5414		Midwest
AMERICAN FOREIGN SERVICE PROTECTIVE ASSOCIATION	DC	DISTRICT O	20036	202-833-4910		Midwest
AMERICAN HOTEL REGISTER CO	IL	LAKE	60061	847-743-6091		Midwest
AMERICAN INSTITUTE FOR CPCU	PA	CHESTER	19355	610-644-2100		Midwest
AMERICAN INTERIORS INC	OH	LUCAS	43615	419-535-1808		Midwest
AMERICAN OFFICE EQUIPMENT CO INC	MD	BALTIMORE	21202	410-539-7529		Midwest
AMERICAN OFFICE EQUIPMENT COMPANY, INC.	MD	BALTIMORE	21202-3611	410-539-7529		Midwest
AMERICAN OFFICE PRODUCTS	MN	HENNEPIN	55405	612-341-2002		Midwest
AMERICAN RED CROSS	PA	ALLEGHENY	15222	412-263-3184		Midwest
AMERICAS OFFICE SOURCE INC	FL	SEMINOLE	32701	407-478-0637		Midwest
AMERISYS INC	VA	FAIRFAX	20151	703-818-7000		Midwest
AMERISYS, INC.	VA	CHANTILLY	20151-4237	703 818 7000		Midwest
AMG SPECIALTY HOSPITAL PARK PLACE	LA	LAFAYETTE	70508	337-269-9566		Midwest
AMICO LLC DBA SOS SPEEDY OFFICE SUPPLY	OH	CUYAHOGA	44128	216-464-1959		Midwest
AMO OFFICE FURNITURE LLC	IN	ALLEN	46898	260-341-9268		Midwest
ANDERSEN OFFICE INTERIORS, INC	IL	DUPAGE	60559	630-543-1900		Midwest
ANDERSEN SCHOEL OFFICE INTERIORS	TX	BELL	76548	254-698-1483		Midwest
ANDERSON INTERIORS - PA	PA	ALLEGHENY	15147	412-828-7420		Midwest
ANDERSONS OFFICE FURNITURE & DESIGNS INC	AZ	PIMA	85719	520-322-9099		Midwest
ANDREW R MANCINI ASSOCIATES INC	NY	BROOME	13760	607-754-7070		Midwest
ANTON GROUP LLC	MN	HENNEPIN	55405	612-341-3151		Midwest
AOE OF FLORIDA DBA BOS ORLANDO	FL	SEMINOLE	32746	407-805-9911		Midwest
AOI FURNITURE SERVICES	NE	SARPY	68138	402-896-5520		Midwest
APEX FACILITY RESOURCES INC	WA	KING	98031	206-686-3357		Midwest
APEX FILING SOLUTIONS	CA	SACRAMENTO	95758			Midwest

APEX OFFICE PRODUCTS INC	FL	HILLSBOROU	33603	813-871-2010		Midwest
APG OFFICE FURNISHINGS	OH	HAMILTON	45246-1228	513-621-9111		Midwest
APPLICA LOGISTICS	VA	PRINCE WIL	20110	703-843-7171		Midwest
APPLIED ERGONOMICS-JKM DESIGNS	IL	COOK	60076	847-679-5148		Midwest
APPLIED PHYSICS LABORATORY	MD	PRINCE GEO	20725-0670	243-778-6132		Midwest
AQ LIVE LLC	TX	TRAVIS	78704	512-371-6924		Midwest
ARAMARK HEALTHCARE	PA	LYCOMING	17701	570-327-1500		Midwest
ARBEE ASSOCIATES	MD	GAITHERSBURG	20878-1418	3012128748		Midwest
ARBEE ASSOCIATES MD	MD	MONTGOMERY	20877	908-686-3900	Yes	Midwest
ARBEE ASSOCIATES-NJ	NJ	MIDDLESEX	08854	732-424-3827	Yes	Midwest
ARC HOSPITALITY PORTFOLIO I OWNER, LLC	CA	SAN FRANCI	94102	407-456-7062		Midwest
ARC/ASD/OTS AVERY 3G	WV	WOOD	26106	304-480-7070		Midwest
ARCADIANAS OFFICE PRODUCTS	LA	LAFAYETTE	70506	337-234-1155		Midwest
ARCHITECTS PLUS	OH	HAMILTON	45202	513-984-1070		Midwest
ARCHITECTURAL MARKETING, INC.	DE	SUSSEX	19968			Midwest
ARCTIC OFFICE MACHINE, INC.	AK	ANCHORAGE	99503-2604	907-792-1106	Yes	Midwest
ARCTIC OFFICE PRODUCTS INC	AK	ANCHORAGE	99503	907-276-2322	Yes	Midwest
AREA AGENCY ON AGING	PA	WESTMORELA	15601	724-830-3750		Midwest
AREA DISTRIBUTORS	IL	ADAMS	62306	217-223-3600		Midwest
AREG HDP SPRING HILL SUITES ALPHARETTA, OPERATOR L	CO	BOULDER	80027	303-530-3885		Midwest
ARENSON OFFICE FURNISHINGS INC	NY	NEW YORK	10010	732-393-7118		Midwest
ARGONNE NATIONAL LABORATORY	IL	DUPAGE	60439	630-252-7031		Midwest
ARGYLE OFFICE SOLUTIONS INC	IL	COOK	60067	847-220-0690		Midwest
ARIO INC	IL	COOK	60090	312-961-8546		Midwest
ARIZONA FURNISHINGS	AZ	MARICOPA	85353	602-484-7331		Midwest
ARIZONA OFFICE LIQUIDATORS AND DESIGNS	AZ	MARICOPA	85040	602-437-2224		Midwest
ARIZONA SUPREME COURT	AZ	MARICOPA	85007	602-452-3300	Yes	Midwest
ARKANSAS REGIONAL LABORATORY	AR	JEFFERSON	72079	870-541-7100		Midwest
ARLINGTON COUNTY VIRGINIA	VA	ARLINGTON	22201	703-228-3684		Midwest
ARLINGTON HOTEL ASSOC LLC	NY	WESTCHESTE	10605	914-290-4999		Midwest
ARMSTRONG ATLANTIC STATE UNIV.	GA	CHATHAM	31419-1997	912-344-2647		Midwest
ARMSTRONG OFFICE CONCEPTS, LLC	TX	DALLAS	75006	469-568-6648		Midwest
ARMSTRONG SCHOOL DISTRICT	PA	ARMSTRONG	16201	724-763-5237		Midwest
ARMY ATHLETIC ASSOCIATION	TX	BOWIE	75505-6111	845-938-6450		Midwest
ARMY CORP OF ENGINEERS	AL	MOBILE	36652	251-694-3818		Midwest
ARMY MATERIAL COMMAND	AL	MADISON	35898			Midwest
ARMY RESEARCH LAB	MD	PRINCE GEO	20783			Midwest
ARMY REVIEW BOARD AGENCY	VA	ARLINGTON	22202	571-234-7850		Midwest
ARNOLD & ASSOCIATES INTERIORS, INC.	LA	EAST BATON	70806	225-343-2702		Midwest
ARNOT OGDEN MEDICAL CENTER	NY	CHEMUNG	14905	607-737-4516		Midwest
ARRINGTON COMMERCIAL INTERIORS	VA	NORFOLK CI	23513	757-428-7898		Midwest
ART OF INTERIOR, INC	NC	WAKE	27603	919-696-2985		Midwest
ARTHUR P OHARA, INC.	IL	DUPAGE	60515	630-786-5454		Midwest
ARTLITE OFFICE SUPPLY COMPANY	GA	FULTON	30324	404-875-7271		Midwest
ASCENSION HEALTH MINISTRY SVC CTR	IN	MARION	46203	317-334-8363		Midwest
ASCENSION PAR. SHERIFFS DEPT	LA	ASCENSION	70346	225-621-8328		Midwest
ASE	VA	LOUDOUN	20176	703-669-6600		Midwest
ASHBURY HEIGHTS	PA	ALLEGHENY	15243	412-571-5006		Midwest
ASHENHURST PARTNER GROUP LLC	IL	KANE	60506	847-238-2760		Midwest
ASHLAND OFFICE SUPPLY, INC.	KY	BOYD	41105-2409	606-329-1400		Midwest
ASHLEY OEHLMANN	CA	LOS ANGELE	90266	310-938-6638		Midwest
ASIAN CULTURAL COUNCIL	NY	NEW YORK	10036	212-843-0403		Midwest
ASSOC FOR RETARDED CITIZENS OF BALDWIN COUNTY INC	AL	BALDWIN	36551	251-964-4451		Midwest
ASSOCIATED INDUSTRIES FOR THE BLIND	WI	MILWAUKEE	53208-2620	414-778-5800		Midwest
ASSOCIATED INDUSTRIES FOR THE BLIND	WI	MILWAUKEE	53208	414-778-5800		Midwest
ASSOCIATED OFFICE SYSTEMS OF LA	LA	ORLEANS	70130	504-561-8400		Midwest
ASSOCIATED STUDENTS CSU CHICO	CA	BUTTE	95927-7570	530-898-6815		Midwest
ATD CAPITOL, LLC	FL	BOCA RATON	33487-3636	954-485-5000		Midwest
ATD-AMERICAN CO.	PA	MONTGOMERY	19095	215-576-1000		Midwest
ATHENA CONSTRUCTION GROUP, INC.	VA	TRIANGLE	22172-1252	703-221-7131	Yes	Midwest
ATHENS CITY BOE	AL	LIMESTONE	35611	256-233-6600		Midwest
ATHENS REGIONAL LIBRARY	GA	CLARKE	30606	706-613-3650		Midwest
ATLANTA BUSINESS PRODUCTS INC	GA	DEKALB	30318	770-455-7010		Midwest
ATLANTA DESIGN GROUP, INC	GA	GWINNETT	30071	770-447-9308		Midwest
ATLANTA OFFICE CENTER	GA	FULTON	30336	770-596-1072		Midwest
ATLANTA OFFICE FURNITURE	GA	GWINNETT	30071	770-734-9100		Midwest
ATLANTA OFFICE LIQUIDATORS INC.	GA	DEKALB	30319	678-429-0206		Midwest
ATLANTA OFFICE SOURCE	GA	FULTON	30336	770-310-5614		Midwest
ATLANTA TECHNICAL COLLEGE	GA	FULTON	30310	404-225-4708		Midwest
ATLANTIC BUSINESS INTERIORS	NS		B3B 1Z1	902-468-3200		Midwest

ATLANTIC CAPE COMMUNITY COLLEGE	NJ	ATLANTIC	12033	609-343-4920		Midwest
ATLANTIC CORPORATE INTERIORS	MD	PRINCE GEO	20705	301-931-3600		Midwest
ATLANTIC COUNTY UTILITIES AUTHORITY	NJ	ATLANTIC	08232	609-272-6950		Midwest
ATLANTIC GROUP FPPM INC, THE	NY	NEW YORK	10036	212-977-6688		Midwest
ATLANTIC GROUP LA LLC	CA	LOS ANGELE	90067	212-292-7140		Midwest
ATLANTIC PURCHASING	NH	ROCKINGHAM	03801	603-559-2100		Midwest
ATLAS METAL PRODUCTS CO. INC.	KY	JEFFERSON	40259	502-779-2100		Midwest
ATLAS OFFICE SYSTEM, INC	KY	JEFFERSON	40228	502-779-2117		Midwest
ATMOSPHERE COMMERCIAL INTERIORS	MN	HENNEPIN	55402	612-343-5839		Midwest
ATRIUM FACILITIES & INTERIORS LLC	VA	FAIRFAX	22182	703-459-1084		Midwest
ATX HOTEL NO 1 LTD - COURTYARD BY MARRIOTT ALLIANC	TX	COLLIN	75093	972-616-8349		Midwest
AURA INC	AZ	PIMA	85726	520-318-8000		Midwest
AUSTIN PEAY UNIVERSITY	TN	MONTGOMERY	37044	931-221-7032		Midwest
AVAIL BUSINESS SYSTEMS, INC.	PA	CAMBRIA	15907	814-410-3136		Midwest
AVALON BAY COMMUNITIES ARLINGTON SQUARE	FL	ORANGE	32801	407-246-7770		Midwest
AVALON FREE PUBLIC LIBRARY	NJ	CAPE MAY	08202	609-368-9564		Midwest
AVALONBAY COMMUNITIES	GA	GLYNN	31522	404-510-1611		Midwest
AVENDRA REPLENISHMENT LLC	MD	MONTGOMERY	20850	301-825-0500		Midwest
AVON CENTRAL SCHOOLS	NY	LIVINGSTON	14414	585-226-2455		Midwest
AVR FILING & STORAGE SYSTEMS	VA	FAIRFAX	22015	703-631-5111		Midwest
AWE CORPORATE INTERIORS	AZ	MARICOPA	85014	602-841-7480		Midwest
A-Z OFFICE FURNITURE	TN	MAURY	38402	931-388-1536		Midwest
B & B ENTERPRISES OF LAFAYETTE LLC	LA	LAFAYETTE	70506	337-232-2400		Midwest
B & JCM PROPERTIES	FL	MIAMI-DADE		305-593-6366		Midwest
B & M CONSTRUCTION INC	CO	EL PASO	80907	719-577-4550		Midwest
B AND B FURNITURE CONCEPTS	FL	BREVARD	32940	321-757-0303		Midwest
B&M CONSTRUCTION, INC.	CO	COLORADO SPRINGS	80907-5187	719-577-4550	Yes	Midwest
BA 301 MAIN	GA	GLYNN	31522	770-340-8122		Midwest
BA 301 MAIN / MOGAR FARMS V LLC	GA	COBB	30067			Midwest
BA DESIGNS, LLC	KS	SHAWNEE	66609	785-267-8100		Midwest
BACHMEIER INT & CARPET	IA	JOHNSON	52241	319-545-5678		Midwest
BACK CARE BASICS INC	MA	NORFOLK	02052	502-242-9997		Midwest
BAE SYSTEMS	TN	SULLIVAN	37660-9382	000-000-0000		Midwest
BAHFED CORP	OR	MULTNOMAH	97205	503-208-8410		Midwest
BAILEY OFFICE OUTFITTERS	IA	WAPELLO	52501	641-684-6528		Midwest
BAKER STREET OFFICE FURNISHINGS	IN	ALLEN	46850-0042	260-424-8112		Midwest
BAKERSFIELD CITY SCHOOL DISTRICT	CA	KERN	93305	661-631-4693		Midwest
BALDWIN COUNTY BOARD OF EDUCATION	GA	BALDWIN	31059	478-457-2456		Midwest
BALDWIN COUNTY COMMISSION	AL	BALDWIN	36507	251-937-0264		Midwest
BALDWIN DESIGN GROUP INC	MD	SAINT MARY	20619	301-737-0555		Midwest
BANG OFFICE INTERIORS	WA	KING	98121	206-388-2599		Midwest
BANK BUILDING CORP (DBA: NEWGROUND)	MO	SAINT LOUI	63017	636-898-8100		Midwest
BANK STREET COLLEGE OF EDUCATION	NY	NEW YORK	10025	212-875-4625		Midwest
BARBOUR SPANGLE DESIGN GROUP INC	NC	GUILFORD	27260	336-889-3996		Midwest
BAREFIELD WORKPLACE SOLUTIONS INC DBA WORKPLACE SOLUTIONS	MS	HINDS	39205	601-354-4960		Midwest
BARLOVENTO LLC	AL	HOUSTON	36303	334-983-9979		Midwest
BARNARD COLLEGE	NY	NEW YORK	10027-6696	212-854-5204		Midwest
BARON DESIGN GROUP	FL	BROWARD	33442	954-596-4740		Midwest
BARREN COUNTY BUSINESS SUPPLY	KY	BARREN	42141	270-659-2061		Midwest
BARUCH COLLEGE ASSOCIATION	NY	NEW YORK	10010	646-660-6563		Midwest
BASKING RIDGE MAR PROPERTY LLC	CO	ARAPAHOE	80112	303-689-0800		Midwest
BASS & BASS APPRAISERS & DESIGNERS LLC	FL	LEON	32308	850-386-7000		Midwest
BATON ROUGE YOUTH COALITION	LA	EAST BATON	70802	225-456-5752		Midwest
BATTELLE ENERGY ALLIANCE LLC	ID	BONNEVILLE	83415-3670	000-000-0000		Midwest
BATTELLE FOR THE US DOE	WA	BENTON	99354	509-375-6475		Midwest
BAUHAUS INTERIORS GROUP	TX	DALLAS	75207	214-744-5500		Midwest
BAUMAN OFFICE EQUIPMENT INC	PA	BEAVER	15010	724-846-5330		Midwest
BAXTER CONSULTING SERVICES	PA	DELAWARE	19083	610-306-6190		Midwest
BAYPORT-BLUE POINT UFSD	NY	SUFFOLK	11705	631-472-7860		Midwest
BAYWOOD HOTELS	MD	PRINCE GEO	20770	301-345-8700		Midwest
BB COMMUNITY LEASING SERVICES, INC	WI	DANE	53717	724-453-2261		Midwest
BBE OFFICE INTERIORS	MA	BERKSHIRE	01201	413-442-8217		Midwest
BC INTERIORS	CO	BOULDER	80301	303-443-3666		Midwest
BCRC	PA	BEAVER	15001	724-378-4750		Midwest
BCW GROUP, LLC	OK	BRYAN	74701	866-634-4440		Midwest
BDP CO U.S INC	FL	PALM BEACH	33414	914-380-1425		Midwest
BEAU BUREAUX INTERIORS	CA	ORANGE	92626	714-918-0833		Midwest
BEAUX ARTS INSTALLATIONS GROUP INC	FL	HILLSBOROU	33634	813-880-8686		Midwest
BEAUX-ARTS INSTALLATION GROUP, INC., THE	FL	TAMPA	33602-4325	813-880-8686		Midwest
BECHTEL PLANT MACHINERY INC	PA	ALLEGHENY	15146-2459	412-829-8311		Midwest

BECKLEY OFFICE EQUIPMENT	IN	HOWARD	46901	765-457-5571		Midwest
BEH FURNISHINGS LLC	GA	FULTON	30324	770-655-0037		Midwest
BEIRMAN FURNITURE	IA	POLK	50322	515-371-3451		Midwest
BELL OFFICE FURNITURE	NY	WESTCHESTE	10507	914-242-7474		Midwest
BELLEVUE HOSPITAL	NY	NEW YORK	10016	212-562-7155		Midwest
BELLIA OFFICE FURNITURE	NJ	GLOUCESTER	08096	856-845-2234		Midwest
BELLIA OFFICE FURNITURE INC.	NJ	WOODBURY	08096-3562	856-845-2234x121		Midwest
BELMAR HH OWNER, LLC	IL	COOK	60606	312-780-5792		Midwest
BELUGA HOSPITALITY LLC	GA	FAYETTE	30269	770-487-4991		Midwest
BENCHMARK DESIGN GROUP	FL	DUVAL	32250	904-246-5060		Midwest
BENEWAH MEDICAL CENTER	ID	BENEWAH	83851	800-325-7371		Midwest
BENHAR OFFICE INTERIORS	NY	NEW YORK	10018	212-481-6666		Midwest
BENJAMIN OFFICE SUPPLY & SERVICES INC.	MD	MONTGOMERY	20850	301-340-1384		Midwest
BENJAMIN ROBERTS LTD	PA	LANCASTER	17603	717-291-1001		Midwest
BENJAMIN WEST AS AGENT	CO	BOULDER	80027	847-443-5026		Midwest
BENTON OFFICE INTERIORS INC	NC	WILSON	27893	252-237-6176		Midwest
BENTWORTH SCHOOL DISTRICT	PA	WASHINGTON	15314	724-239-2861		Midwest
BERGEN COUNTY TECHNICAL SCHOOLS	NJ	BERGEN	07652	201-343-6000		Midwest
BERKS COUNTY COMMUNITY FOUNDATION	PA	BERKS	19601	610-685-2223		Midwest
BERNADETTE FAULKNER CREATIVE DESIGN	TN	GIBSON	38355	731-616-0702		Midwest
BERNARDS OFFICE FURNITURE, INC	CA	LOS ANGELE	91367	818-703-6969		Midwest
BERWICK AREA SCHOOL DISTRICT	PA	LUZERNE	18603	570-759-6400		Midwest
BEST OFFICE SOLUTIONS	GA	BURKE	30830	706-437-9771		Midwest
BETHEL PARK SCHOOL DISTRICT	PA	ALLEGHENY	15102			Midwest
BETHLEHEM AREA SCHOOL DISTRICT	PA	NORTHAMPTO	18017	610-861-0500		Midwest
BETHLEHEM CENTRAL SCHOOL DISTRICT	NY	ALBANY	12054	518-439-7481		Midwest
BETTER BACK STORE	KY	JEFFERSON	40242	502-253-9031		Midwest
BETTER BUSINESS PRODUCTS INC	PA	DELAWARE	19083	610-639-0202		Midwest
BETTER OFFICE SUPPLY SOLUTIONS LLC	SC	OCONEE	29696	864-888-7852		Midwest
BETTER SOURCE	CA	SANTA CLAR	95008	650-345-9605		Midwest
BEVERLY STREET ACQUISITION LLC	MA	SUFFOLK	02127	617-268-7000		Midwest
BEVILL STATE COMM COLLEGE	AL	WALKER	35501	205-932-3221		Midwest
BEVILL STATE COMMUNITY COLLEGE	AL	WALKER	35140	205-648-3271		Midwest
BEYOND BLUE INTERIORS	NC	WAKE	27609	919-896-6630		Midwest
BFI INC	NJ	UNION	07202-6019	908-355-3400		Midwest
BHSN	NY	CLINTON	12903			Midwest
BIALEK CORPORATION OF MARYLAND, THE	MD	ROCKVILLE	20850-1167	301-738-0380	Yes	Midwest
BIALEK HEALTHCARE ENVIRONMENTS	MD	MONTGOMERY	20850	301-738-0380	Yes	Midwest
BIF NEW YORK, INC.	NJ	CARLSTADT	07072-2809	2019337777	Yes	Midwest
BIG BEAVER BOROUGH	PA	BEAVER	16115	724-827-2416		Midwest
BIG SKY DESIGN	NC	NEW HANOVE	28409	910-793-3992		Midwest
BIL OFFICE FURNITURE	NY	QUEENS	11379	718-417-0500		Midwest
BILWIN DEVELOPMENT AFFILIATES LLC C/O HOSPITALITY FURNISHINGS	PA	BUTLER		724-452-2114		Midwest
BITTNERS LLC	KY	JEFFERSON	40202	502-584-6349		Midwest
BJCC	AL	JEFFERSON	35202	205-458-8400		Midwest
BKM OFFICE ENVIRONMENTS	CA	VENTURA	93012	805-339-3265	Yes	Midwest
BKM OFFICE ENVIRONMENTS, INC.	CA	CAMARILLO	93012-8045	(877)256-1256	Yes	Midwest
BKM TOTAL OFFICE OF TX-DALLAS	TX	DALLAS	75220	214-902-7200		Midwest
BL BENNETT & ASSOCIATES	GA	FULTON	30318	404-237-1895		Midwest
BLACKBURN OFFICE FURNITURE & DESIGN LLC	WA	WHATCOM	98226	360-733-7660		Midwest
BLACKHAWK SCHOOL DISTRICT	PA	BEAVER	15010	724-846-6600		Midwest
BLAIR COUNTY PURCHASING	PA	BLAIR	16648-2022	814-693-3179		Midwest
BLAISDELL'S & SONGEY, INC	CA	ALAMEDA	94621	510-483-3600		Midwest
BLANCHFIELD HOSPITAL	KY	LAUREL	42223			Midwest
BLANKENSHIP ASSOCIATES INC	NC	WAKE	27607	919-787-1346		Midwest
BLAU OFFICE FURNITURE LLC	NJ	HUDSON	07302	201-918-4101	Yes	Midwest
BLESSUM'S OFFICE FURNITURE, INC.	CA	CONTRA COS	94506	925-736-5701		Midwest
BLIND & VISION REHABILITATION SERVICES OF PITT	PA	ALLEGHENY	15120	412-368-4400		Midwest
BLIND & VISION REHABILITATION SERVICES OF PITTSBUR	PA	ALLEGHENY	15120			Midwest
BLM - TYRRELL SEED ORCHARD	OR	LANE	97451	541-767-1520		Midwest
BLOOMSBURG UNIVERSITY OF PENNSYLVANIA	PA	COLUMBIA	17815	570-389-4098		Midwest
BLUE DESERT INC	AZ	MARICOPA	85254	602-412-3316		Midwest
BLUE GRASS AIRPORT	KY	FAYETTE	40510	859-425-3107		Midwest
BLUE HEN INC	NC	BUNCOMBE	28801	407-322-2262		Midwest
BLUE RIDGE OFFICE PRODUCTS	KY	FRANKLIN	40602	502-875-1705		Midwest
BLUE SKIES FURNITURE	CO	EL PASO	80903	719-623-2301		Midwest
BLUE SKIES FURNITURE LLC	CO	COLORADO SPRINGS	80903-1407	7196232301		Midwest
BLUE WATER COMMUNITY ACTION AGENCY	MI	SAINT CLAI	48060	810-984-8541		Midwest
BMC OFFICE FURNITURE	PA	LACKAWANNA	18509	570-344-1295		Midwest
BOBEL'S OFFICE PLUS	OH	LORAIN	44001	440-960-7070		Midwest

BOLD OFFICE SOLUTIONS	NE	DOUGLAS	68117	402-934-6644	Midwest
BONNEVILLE POWER ADMIN	OR	MULTNOMAH	97208	360-418-2766	Midwest
BONNEVILLE POWER ADMIN	WA	CLARK	98666	360-418-2156	Midwest
BONNEVILLE POWER ADMIN	WA	FRANKLIN	99301	509-380-1478	Midwest
BONNEVILLE POWER ADMINISTRATION	WA	KING	98104	206-220-6790	Midwest
BOOMERANG USA	NJ	CAMDEN	08110	856-582-0100	Midwest
BORDEN OFFICE EQUIPMENT COMPANY	OH	JEFFERSON	43952	740-283-3321	Midwest
BOSTON TRADE INTERNATIONAL INC	MA	MIDDLESEX	01749	978-562-9988	Midwest
BOYD'S BUSINESS FURNITURE	MD	SAINT MARY	20621	301-769-3165	Midwest
BOYERTOWN AREA SCHOOL DISTRICT	PA	BERKS	19512	610-367-6031	Midwest
BOYERTOWN AREA SENIOR HIGH SCHOOL	PA	BERKS	19512	610-473-3688	Midwest
BP GENERAL INVOICES	TX	BEXAR	78269	000-000-0000	Midwest
BPSI BUSINESS PRODUCT & SERV	TX	EL PASO	79901	915-544-8710	Midwest
BRAD BUTLER & ASSOCIATES	OH	FRANKLIN	43054	614-855-1199	Midwest
BRADFORD SYSTEMS CORPORATION	IL	DUPAGE	60106	630-350-3453	Midwest
BRADLEY BUSINESS INTERIORS INC	KS	RENO	67502	620-663-5821	Midwest
BRADLEY COMPANY	OH	FRANKLIN	43229	614-847-6020	Midwest
BRAG INVESTMENTS DBA SAXTON BRADLEY INC	WA	KING	98032	425-970-6632	Midwest
BRAME OFFICE PRODUCTS	NC	DURHAM	27702	919-598-1500	Midwest
BRANCHS FURNITURE	NC	CRAVEN	28560	252-638-5171	Midwest
BRANNON BUSINESS SYSTEMS INC	NC	GUILFORD	27282	336-454-4996	Midwest
BRANSON HOTEL CORPORATION	KS	JOHNSON	66209	913-451-1222	Midwest
BRANTLEIGH SERVICES INC	VA	ALEXANDRIA	22302	703-933-2914	Midwest
BRAVES CONSTRUCTION COMPANY LLC	FL	MIAMI-DADE	33126	305-421-6900	Midwest
BREEZE HILL LLC, DBA FLORIDA OFFICE INTERIORS	FL	DUVAL	32256	904-731-0063	Midwest
BRENNANS OFFICE INTERIORS INC	PA	CHESTER	19380	302-325-8190	Midwest
BRENNER DESIGN INC	IN	MARION	46204	317-262-1220	Midwest
BRET BROUSSARD, INC.	TX	SAN ANTONIO	78218-2203	(210) 224-6220	Midwest
BRETT WIKANDER	CA	ORANGE	92630	714-287-2269	Midwest
BRIAN GOFF INTERIOR DESIGN	ID	MADISON	83440	307-733-3530	Midwest
BRIELLE BOARD OF EDUCATION	NJ	MONMOUTH	08730	732-528-6400	Midwest
BRIGHAM YOUNG UNIVERSITY	ID	MADISON	83460	208-496-2314	Midwest
BRIGHAM YOUNG UNIVERSITY	UT	UTAH	84602	801-422-3845	Midwest
BRIGHTON TOWNSHIP SUPERVISORS	PA	BEAVER	15009	724-774-4800	Midwest
BRIGHTPOINT HEALTH	NY	NEW YORK	10001	718-681-8700	Midwest
BRILL COMPANY INC, THE	MI	MASON	49431	231-843-2430	Midwest
BRILL SEATING INC.	IN	ELKHART	46516	574-295-5051	Midwest
BRISTOL BAY AREA HEALTH CORPORATION	AK	DILLINGHAM	99576	907-482-5201	Midwest
BRISTOL CONSTRUCTION SERVICES	AK	ANCHORAGE	99501	907-563-0013	Midwest
BROADWAY FURNITURE GROUP INC	NY	NEW YORK	10018	212-216-9220	Midwest
BRODWILL INC	OH	HAMILTON	45229	513-258-2716	Midwest
BRONTMANS CORPORATE DIMENSIONS	NY	MONROE	14623	585-359-3040	Midwest
BRONX COMMUNITY COLLEGE	NY	BRONX	10453	718-289-5904	Midwest
BROOKDALE COMMUNITY COLLEGE	NJ	MONMOUTH	07738	732-224-2276	Midwest
BROOKHAVEN NATIONAL LABS	NY	SUFFOLK	11973	631-344-5090	Midwest
BROOKLYN COLLEGE NON TAX OPERATING ACCOUNT	NY	KINGS	11210		Midwest
BROOKLYN PUBLIC LIBRARY	NY	KINGS	11238	718-230-2457	Midwest
BROOKS OFFICE INTERIORS, INC	MN	RAMSEY	55114	612-331-6300	Midwest
BROOMALL FIRE COMPANY	PA	DELAWARE	19008		Midwest
BROWARD COLLEGE	FL	BROWARD	33309	954-201-5315	Midwest
BROWARD COUNTY LIBRARIES DIVISION	FL	BROWARD	33311	954-357-7038	Midwest
BROWER STATIONERS INC	OH	MIAMI	45373	937-335-2117	Midwest
BROWN MANNSCHRECK BUSINESS SYS	MO	BUCHANAN	64505	816-387-8180	Midwest
BROWN OFFICE SYSTEM, INC	GA	FULTON	30364	888-460-2769	Midwest
BRUCE LONGHINO GROUP	OH	HAMILTON	45249	513-936-8475	Midwest
BRUCE OFFICE SUPPLY & FURNITURE	AL	JEFFERSON	35203	205-328-4081	Midwest
BRUTZMAN'S INC.	WA	BENTON	99352	509-735-0300	Midwest
BUCK SUPPLY	NY	CLINTON	12901	518-561-4300	Midwest
BUDGET OFFICE INTERIORS INC	FL	DUVAL	32207	904-733-0182	Midwest
BUFFALO BUSINESS INTERIORS	NY	ERIE	14207	716-876-6800	Midwest
BUFFALO NIAGRA MEDICAL CAMPUS	NY	ERIE	14203	716-854-2662	Midwest
BUFFALO OFFICE INTERIORS INC	NY	ERIE	14213	716-883-8222	Midwest
BUFFALO SEWER AUTHORITY	NY	ERIE	14202-3378	716-883-1820	Midwest
BUFFALO STATE COLLEGE	NY	ERIE	14222	716-878-4117	Midwest
BUILDERS DESIGN & LEASING	MD	MONTGOMERY	20879	301-590-1100	Midwest
BUILDING BLOCK INTERIORS INC	CA	CONTRA COS	94506	925-457-6561	Midwest
BUILDING SERVICE INC	WI	WAUKESHA	53186	414-353-3600	Midwest
BUILT FOR DREAMS	TX	LUBBOCK	79413	806-771-6806	Midwest
BULLDOG OFFICE PRODUCTS	PA	ALLEGHENY	15205	412-787-3333	Midwest
BUR MOTOR VEHICLES	NJ	UNION	07202	908-527-4000	Midwest

BURGESS AND COMPANY	AL	JEFFERSON	35203	205-870-7853	Midwest
BURKE AND MICHAEL INC	PA	ALLEGHENY	15233	412-321-2301	Midwest
BURLINGTON COUNTY LIBRARY	NJ	BURLINGTON	08060	609-267-9660	Midwest
BURLINGTON TOWNSHIP BOARD OF EDUCATION	NJ	BURLINGTON	08016	609-387-3955	Midwest
BURNS & MCDONNELL ENGINEERING	MO	JACKSON	64121-9308	816-333-9400	Midwest
BUSINESS ENVIRONMENTS	GA	FULTON	30326	770-667-3338	Midwest
BUSINESS ENVIRONMENTS	NM	BERNALILLO	87113	505-888-4400	Midwest
BUSINESS ENVIRONMENTS	OK	PAYNE	74074	405-743-1322	Midwest
BUSINESS ENVIRONMENTS LLC	NJ	PARSIPPANY	07054-5020	9733357730	Midwest
BUSINESS ENVIRONMENTS LLC	NJ	MORRIS	07054	973-335-7700	Midwest
BUSINESS ENVIRONMENTS-IN	IN	VANDERBURG	47715	812-474-4260	Midwest
BUSINESS EQUIPMENT COMPANY	OH	CLARK	45501	937-322-3828	Midwest
BUSINESS ESSENTIALS	MN	HENNEPIN	55430	763-595-5300	Midwest
BUSINESS FURNISHINGS LLC	IN	ST JOSEPH	46628	574-243-3255	Midwest
BUSINESS FURNITURE & INTERIORS INC	WA	KITSAP	98346	206-300-1177	Midwest
BUSINESS FURNITURE AMERICA INC	GA	COBB	30062	404-850-1440	Midwest
BUSINESS FURNITURE CORP	IN	MARION	46268	317-216-1600	Midwest
BUSINESS FURNITURE INSTALLATION	MD	ANNE ARUND	21076	410-768-7964	Midwest
BUSINESS FURNITURE OUTLET	OH	MONTGOMERY	45439	937-293-1010	Midwest
BUSINESS FURNITURE SERVICES	GA	COBB	30066	770-971-5424	Midwest
BUSINESS FURNITURE SOLUTIONS	KS	SEDGWICK	67230	316-684-5909	Midwest
BUSINESS FURNITURE SOLUTIONS	MS	RANKIN	39232	601-420-0912	Midwest
BUSINESS FURNITURE SOLUTIONS	PA	BUCKS	18940	267-252-2047	Midwest
BUSINESS INTERIORS & DESIGN	MD	MONTGOMERY	20872	301-897-0740	Midwest
BUSINESS INTERIORS (FACILITECH)	TX	DALLAS	75061	817-858-2000	Midwest
BUSINESS INTERIORS BY STAPLES	SC	RICHLAND	29224	888-333-9021	Midwest
BUSINESS INTERIORS INC	MS	MADISON	39157	601-969-1000	Midwest
BUSINESS INTERIORS INC	TX	EL PASO	79906	915-591-9393	Midwest
BUSINESS INTERIORS INC - AL	AL	JEFFERSON	35233	205-939-1008	Midwest
BUSINESS INTERIORS NORTHWEST INC. DBA CATALYST WORKPLACE A(	WA	PIERCE	98402	253-592-6000	Midwest
BUSINESS INTERIORS OF IDAHO	ID	ADA	83702	208-384-5050	Midwest
BUSINESS INTERIORS OF TAMPA	FL	HILLSBOROU	33619	813-635-9255	Midwest
BUSINESS INTERIORS OF TEXAS	TX	NUECES	78401	361-882-3456	Midwest
BUSINESS OFFICE INTERIORS-IL	IL	DUPAGE	60532	630-573-0009	Midwest
BUSINESS OFFICE OUTFITTERS	CA	SAN DIEGO	92142	619-596-8939	Midwest
BUSINESS RESOURCE INC	FL	SARASOTA	34240	941-371-8440	Midwest
BYRDWATERS DESIGN LLC	TX	DALLAS	75220	214-240-3369	Midwest
BYRON BERGEN CENTRAL SCHOOL DISTRICT	NY	GENESEE	14416	585-494-1220	Midwest
C W CHASE LLC	GA	COBB	30339	404-920-1921	Midwest
C&S ENGINEERS INC	NY	ONONDAGA	13212	315-455-2000	Midwest
CA ANAHEIM HOLDINGS LLC	CO	BOULDER	80304	303-449-2347	Midwest
CABINET FOR HEALTH AND FAMILY SERVICES	KY	FRANKLIN	40601		Midwest
CABINETS BY DESIGN	GA	GWINNETT	30096	770-418-1200	Midwest
CACI TECHNOLOGIES INC	MD	HARFORD	21005	443-360-6789	Midwest
CADDO SOLUTIONS	CO	DENVER	80204	303-534-3252	Midwest
CADTEK DESIGN STUDIO LLC	IL	LAKE	60031	847-816-7685	Midwest
CAGI HOTEL SUPPLY EQUIS HOSPITALITY MANAGEMENT LLC D/B/A	MO	ST. LOUIS	63144	443-406-7105	Midwest
CAITLIN OFFICE INTERIORS AND DESIGN INC	NY	WAYNE	14513	315-331-0180	Midwest
CAL BENNETTS	CA	TULARE	93291	559-651-7979	Midwest
CAL STATE FULLERTON	CA	ORANGE	92831	657-278-4278	Midwest
CAL STATE UNIVERSITY SAN MARCOS	CA	SAN DIEGO	92069	760-750-6002	Midwest
CALCATERRA	AZ	MARICOPA	85023	602-331-5019	Midwest
CALHOUN CO BOARD OF EDUCATION	AL	CALHOUN	36202	256-741-7400	Midwest
CALHOUN COUNTY COMMISSION	AL	CALHOUN	35201-3889	256-241-2800	Midwest
CALHOUN STATE COMMUNITY COLLEGE	AL	MORGAN	35609-2216	256-306-2548	Midwest
CALIBER OFFICE FURNITURE	CA	SHASTA	96002	530-225-8677	Midwest
CALIFORNIA INSTITUTE OF TECHNOLOGY PAYMENT SERVICES	PA	LACKAWANNA	18505		Midwest
CALIFORNIA UNIVERSITY OF PA	PA	WASHINGTON	15419-1394	724-938-4592	Midwest
CALVERT MCBRIDE INC	AR	SEBASTIAN	72906	479-646-8311	Midwest
CAMELOT OF STATEN ISLAND INC	NY	RICHMOND	10309	718-356-5100	Midwest
CAMERON COUNTY	TX	CAMERON	78520-7123	956-544-0871	Midwest
CAMPBELL KELLER	CA	SACRAMENTO	95820	916-362-0123	Midwest
CAMTRAN	PA	CAMBRIA	15901	814-535-5526	Midwest
CANFIELD BUSINESS INTERIORS	SD	MINNEHAHA	57104-3602	605-339-1411	Midwest
CAP COM FEDERAL CREDIT UNION	NY	ALBANY	12205	518-458-2195	Midwest
CAPITAL FURNITURE SOURCE, INC.	TX	HARRIS	77041	713-690-8325	Midwest
CAPITAL OFFICE SYSTEMS	AK	ANCHORAGE	99508	907-777-1500	Midwest
CAPITAN MUNICIPAL SCHOOLS	NM	LINCOLN	88316		Midwest
CAPITOL BUSINESS INTERIORS	WV	KANAWHA	25302	304-343-7551	Midwest
CAPLAN MANAGEMENT GROUP, LLC	FL	VOLUSIA	32128	386-334-8985	Midwest

CAPROCK GROUP, LLC, THE	TX	SAN ANTONIO	78238-4536	210-647-2311		Midwest
CAPSTONE REAL ESTATE INVESTMENTS	AL	JEFFERSON	35223	205-949-2065		Midwest
CARANGELO COMMERCIAL INTERIORS	CT	MIDDLESEX	06475	860-388-6623		Midwest
CARDINAL COPIER SOLUTIONS	IN	TIPPECANOE	47909	765-449-9049		Midwest
CARE DESIGN NEW YORK	NY	ALBANY	12211	518-235-1888		Midwest
CARITHERS WALLACE COURTENAY	GA	DEKALB	30340	770-493-8200		Midwest
CARITHERS-WALLACE-COURTENAY, LLC	GA	ATLANTA	30340-3805	(770)493-8200		Midwest
CARLSBAD INN	CA	SAN DIEGO	92018	760-431-8500		Midwest
CARMELITE SISTERS FOR THE AGED AND INFIRM	NY	COLUMBIA	12526	518-537-7500		Midwest
CARNEGIE MELLON	PA	ALLEGHENY	15213	412-268-6518		Midwest
CAROLINA BUSINESS INTERIORS	NC	MECKLENBUR	28217	704-525-7630		Midwest
CAROLINA FURNISHING PLUS DESIGN	NC	MOORE	27376	910-673-1010		Midwest
CAROLINA OFFICE MACHINES, INC	NC	GUILFORD	27407	336-275-2871	Yes	Midwest
CAROLINA OFFICE XCHANGE LLC	NC	WAKE	27560	919-377-0240		Midwest
CARON KELLY INTERIORS	FL	MARTIN	34994	772-463-0022		Midwest
CARPENTER SMITH SOUTHWEST	TX	DALLAS	75207	214-528-6942		Midwest
CARR AND COMPANY LLC	MS	MADISON	39130	601-398-8122		Midwest
CARROLL COUNTY BOARD OF COMMISSIONERS	GA	CARROLL	30112			Midwest
CARROLLTON BOARD OF EDUCATION	GA	CARROLL	30117	770-832-9633		Midwest
CARROLLTON OFFICE EQUIPMENT CO INC	GA	CARROLL	30117	770-834-4436		Midwest
CARVER & ASSOCIATES	GA	DEKALB	30340	770-233-9799		Midwest
CARVER & ASSOCIATES	GA	SPALDING	30224	770-233-9799		Midwest
CASCADES JOB CORPS COLLEGE & CAREER ACADEMY	WA	SKAGIT	98284	360-854-3400		Midwest
CASTLE HOTEL	FL	ORANGE	32819	407-345-1511		Midwest
CASTLEBLACK OWNER HOLDING LLC	CO	BOULDER	80027	303-530-3885		Midwest
CASTNER & CASTNER INC	FL	MANATEE	34243	941-795-1297		Midwest
CATALYST	CA	ORANGE	92614	714-916-3635		Midwest
CATAPULT BUSINESS SERVICES	MI	OTTAWA	49424	616-994-5319		Midwest
CATHAM COUNTY FINANCE DEPT	GA	CHATHAM	31401			Midwest
CATHOLIC HEALTH LIFE	NY	ERIE	14218	716-923-4843		Midwest
CATHOLIC HEALTH SYSTEM	NY	ERIE	14203	716-828-2900		Midwest
CATTARAUGUS COUNTY DEPT OF PUBLIC WORKS	NY	CATTARAUGU	14755	716-938-9121		Midwest
CATTARAUGUS COUNTY FIRST PRESBYTERIAN CHURCH	NY	CATTARAUGU	14760			Midwest
CAYUGA COUNTY PURCHASING	NY	CAYUGA	13021	315-253-1501		Midwest
CAYUGA MEDICAL CENTER	NY	TOMPKINS	14850	607-274-4168		Midwest
CAZADOR LLC	VA	FAIRFAX	20171	571-323-5200	Yes	Midwest
CAZADOR, LLC	VA	HERNDON	20171-3271	703-766-6260	Yes	Midwest
CBT SUPPLY INC	MD	BALTIMORE	21094	800-770-7042		Midwest
CCBOE LEWSTON ELEMENTRY	GA	COLUMBIA	30809	706-541-2723		Midwest
CCC OFFICE OF EDUCATION	CA	CONTRA COS	94523	510-262-4341		Midwest
CCG, LLC	UT	SALT LAKE	84101	801-359-6622		Midwest
CCPS ACCOUNTS PAYABLE	GA	CLAYTON	30236	770-473-2700		Midwest
CDC/DUIP	GA	DEKALB	30341	404-718-4768		Midwest
CDE LIGHTBAND	TN	MONTGOMERY	37040	931-905-7227		Midwest
CDS OFFICE PRODUCTS INC	CA	ORANGE	92626	714-556-5111		Midwest
CED SOLUTIONS	CA	LOS ANGELE	92868	714-704-9191		Midwest
CELENE DESIGNS INC	FL	PALM BEACH	33478	561-747-0573		Midwest
CENTER LINE ASSOCIATES LLC	FL	OKALOOSA	32548	850-362-0019		Midwest
CF & S LLC	OH	MONTGOMERY	45439	937-293-4413		Midwest
CFS GROUP, LLC	KS	JOHNSON	66085	913-481-0309		Midwest
CHAIRS & MORE OFFICE FURNITURE	MD	FREDERICK	21710	301-874-0422		Midwest
CHAMBERS	MD	BALTIMORE	21230	410-727-4535		Midwest
CHANDLER BUSINESS INTERIORS	WA	DOUGLAS	98802	509-665-3600		Midwest
CHANDLER MEMORY CARE	TN	SUMNER	37075	615-977-4377		Midwest
CHANDLERS OFFICE SUPPLY	KY	TAYLOR	42718	270-465-4773		Midwest
CHAPMAN OFFICE SUPPLY	GA	COBB	30144	770-794-0604		Midwest
CHARLES COUNTY FARM SERVICE	MD	ANNE ARUND	21409	443-482-2766		Midwest
CHARLES RITTER CO	OH	RICHLAND	44901	419-522-1911		Midwest
CHARLES T SITRIN HEALTH CARE CTR	NY	ONEIDA	13413	315-797-3114		Midwest
CHARLESTON COMMERCIAL INTERIORS	SC	CHARLESTON	29466	843-416-8062		Midwest
CHARLIES OFFICE FURNITURE	NY	WARREN	12804	518-793-2435		Midwest
CHARLOTTE SUPPLY COMPANY	OH	CUYAHOGA	44123	216-912-0176		Midwest
CHARTER SCHOOL OF THE DUNES THE	IN	LAKE	46403	219-939-9690		Midwest
CHASE ASSOCIATES, LLC	UT	SALT LAKE	84111	801-532-7761		Midwest
CHASI	NY	RICHMOND	10301			Midwest
CHATHAM AREA TRANSIT	GA	CHATHAM	31401	912-629-3934		Midwest
CHATHAM LODGING LP	CO	BOULDER	80027	303-996-8102		Midwest
CHATTAHOOCHEE TECHINCAL COLLEGE	GA	BARTOW	30102	706-253-4509		Midwest
CHATTAHOOCHEE VALLEY COMMUNITY COLLEGE	AL	RUSSELL	36869	334-291-4937		Midwest
CHATTANOOGA OFFICE SUPPLY CO	TN	HAMILTON	37406	423-624-0011		Midwest

CHAUTAUQUA SUPREME AND COUNTY COURTS	NY	CHAUTAUQUA	14757	716-753-4378		Midwest
CHELSEA DESIGN	FL	BROWARD	33334	954-712-1123		Midwest
CHEMUNG COUNTY ARC	NY	CHEMUNG	14901	607-734-6151		Midwest
CHESAPEAKE LODGING TRUST PARENT	CO	BOULDER	80026	303-530-3885		Midwest
CHESAPEAKE OFFICE SUPPLY	VA	CHESAPEAKE	23320	757-424-0600		Midwest
CHESTERFIELD PLAZA, LLC	CO	BOULDER	80026	720-890-2866		Midwest
CHEYENNE DEVELOPMENT GROUP LLC	GA	FULTON	30309	404-564-6515		Midwest
CHEZ-DEL HOME FURNISHINGS & INTERIOR DESIGN	OH	SUMMIT	44302	330-376-6176		Midwest
CHFS	KY	FRANKLIN	40621	502-564-7736		Midwest
CHICAGO PPT AGENCY	DC	DISTRICT O	20522	202-485-7409		Midwest
CHICKASAW NATION HEADQUARTERS	OK	PONTOTOC	74820	580-436-7274		Midwest
CHILD & ADOLESCENT TREATMENT SVCS.	NY	ERIE	14225	716-819-3420		Midwest
CHILD & FAMILY SERVICES OF ERIE COUNTY	NY	ERIE	14202	716-842-2750		Midwest
CHILD SUPPORT LAWRENCEVILLE OFFICE	GA	GWINNETT	30045	706-729-2522		Midwest
CHILDREN & YOUTH SERVICES	PA	BEAVER	15010	724-891-5800		Midwest
CHILDREN AND YOUTH AGENCY	PA	LANCASTER	17603	717-299-7925		Midwest
CHILDREN YOUTH AND FAMILY DEPT	NM	SANTA FE	87502	505-827-3852		Midwest
CHIPPEWA TOWNSHIP	PA	BEAVER	15010	724-891-2058		Midwest
CHIPPEWA VALLEY SCHOOLS	MI	MACOMB	48038	586-723-2000		Midwest
CHL BUSINESS INTERIORS	DC	DISTRICT O	20006-4007	202-835-1444	Yes	Midwest
CHL BUSINESS INTERIORS, INC.	DC	WASHINGTON	20006-3912	202-835-1444	Yes	Midwest
CHOCTAW NATION OF OKLAHOMA	OK	BRYAN	74702-6170	800-522-6170		Midwest
CHOCTAW NATION OF OKLAHOMA CONSTRUCTION ADMINISTRATION	OK	CHOCTAW	74743	214-744-5500		Midwest
CHOICES NORTHWEST INC	WA	KING	98138	253-395-5691		Midwest
CHRISTIAN COUNTY/UNIVERSITY OF KENTUCKY	KY	CHRISTIAN	42240	270-866-6328		Midwest
CHRISTIANSONS BUSINESS FURN	ND	CASS	58103	701-293-3944		Midwest
CHUCKALS INC	WA	PIERCE	98402	253-620-2350		Midwest
CHURCH & STAGG COMM. INTERIORS	AL	JEFFERSON	35222	205-451-0256		Midwest
CHURCH ASSOCIATES	KY	JEFFERSON	40207	502-897-6595		Midwest
CHURCH OF ST PATRICK	NY	SUFFOLK	11743			Midwest
CHURCHVILLE-CHILI CENTRAL SCHOOL	NY	MONROE	14428	585-293-1800		Midwest
CI SELECT	MO	SAINT LOUI	63146	314-909-1990		Midwest
CIA	DC	DISTRICT O	20505	703-482-2110		Midwest
CIA	DC	DISTRICT O	20505	703-374-3210		Midwest
CIA	VA	FAIRFAX	20195	703-374-1049		Midwest
CIA	VA	FAIRFAX	22101	703-482-6244		Midwest
CID DESIGN, LLC	FL	COLLIER	34109	239-495-3806		Midwest
CINNAMINSON TOWNSHIP BOARD OF EDUCATION	NJ	BURLINGTON	08077	856-829-7600		Midwest
CIP CONSTRUCTION COMPANY	NH	ROCKINGHAM	03857	603-292-6367		Midwest
CIP II BCL TENANT LLC	TX	BEXAR	78299	785-841-2700		Midwest
CIRCUIT EXECUTIVE'S OFFICE OF THE 8TH CIRCUIT	MO	SAINT LOUI	63102	314-244-2612		Midwest
CITRON WORK SPACES	CO	DENVER	80216	303-665-7676		Midwest
CITY SCHOOL DISTRICT OF ALBANY	NY	ALBANY	12207	518-475-6050		Midwest
CJ ALEXANDER SYSTEMS	MN	HENNEPIN	55429	763-535-9565		Midwest
CK OFFICE DESIGNS	FL	BROWARD	33304	866-448-5383		Midwest
CLAIRTON MUNICIPAL AUTHORITY	PA	ALLEGHENY	15025	412-233-3245		Midwest
CLARA I BROWN INTERIORS INC	OH	FRANKLIN	43235	614-224-9180		Midwest
CLARKE COUNTY FINANCE	VA	CLARKE	22611	540-955-5116		Midwest
CLARKE COUNTY SCHOOL DISTRICT	GA	CLARKE	30603			Midwest
CLARKSON UNIVERSITY	NY	SAINT LAWR	13699	315-268-7724		Midwest
CLARUS GLASSBOARDS LLC	TX	TARRANT	76118	888-813-7414		Midwest
CLASSIC OFFICE INTERIORS	GA	GWINNETT	30093	770-558-1011		Midwest
CLAXTON HEPBURN MEDICAL CENTER	NY	SAINT LAWR	13669	315-393-3600		Midwest
CLAY COUNTY REVENUE COMMISSION	AL	CLAY	36251	256-354-7888		Midwest
CLAYCO FURNITURE GROUP	MO	SAINT LOUI	63114	314-429-5100		Midwest
CLAYTON CENTER	GA	CLAYTON	30236	770-478-2280		Midwest
CLAYTON STATE UNIVERSITY	GA	CLAYTON	30260	678-466-4280		Midwest
CLEBURNE COUNTY COMMISSION	AL	CLEBURNE	36264	256-463-2951		Midwest
CLEMSON UNIV ACCOUNTS PAYABLE	SC	PICKENS	29634	864-656-3015		Midwest
CLINE DESIGN	NC	WAKE	27603	919-833-6413		Midwest
CLINICAL PRACTICE MGMT PLAN	NY	SUFFOLK	11790	631-444-2055		Midwest
CLINTON COUNTY DEPT OF EMERGENCY SERVICES	PA	CLINTON	17745	570-893-4090		Midwest
CLINTON ESSEX WARREN WASHINGTON BOCES	NY	CLINTON	12901	518-561-0100		Midwest
CLOVIS COMMUNITY COLLEGE	NM	CURRY	88101	575-769-4032		Midwest
CLS CONSTRUCTION LLC	MD	FREDERICK	21704	301-898-2244		Midwest
CLUB OUTFITTERS LLC	GA	GWINNETT	30045	404-668-4242		Midwest
CLUBHOUSE INTERIORS INC	FL	SAINT JOHN	32081	904-403-0788		Midwest
CMC HOTELS	NC	WAKE	27518	703-837-9120		Midwest
CME CORP DBA CLAFIN SERVICE CO	RI	KENT	02886	800-338-2372		Midwest
CMM INTERIOR ASSOCIATES INC	MA	MIDDLESEX	01545	508-842-0926		Midwest

CNI THL SMB, LLC C/O BENJAMIN WEST	CO	BOULDER	80027	972-407-9950		Midwest
COA DEPT OF FINANCE	GA	FULTON	30303	404-865-8734		Midwest
COAST COMMUNITY COLLEGE DISTRICT	CA	ORANGE	92626	714-436-4683		Midwest
COASTAL HEALTH DISTRICT	GA	CHATHAM	31416-1257	912-356-2230		Midwest
COATES DESIGN INC	WA	KITSAP	98110	206-780-0876		Midwest
COBB COUNTY GOVERNMENT	GA	COBB	30090-9610	770-499-4626		Midwest
COFCO OFFICE FURNISHINGS	PA	PHILADELPH	19133	215-291-4648		Midwest
COFFEE REGIONAL MEDICAL CENTER	GA	COFFEE	31534	912-384-1900		Midwest
COHEN DANIA BEACH HOTEL LLC	FL	ORANGE	32811	407-352-0606		Midwest
COHOES COMMUNITY CENTER	NY		12047	518-237-7523		Midwest
COLEMANS OFFICE AND SCHOOL PRODUCTS	AR	FAULKNER	72032	501-329-8314		Midwest
COLER MEMORIAL HOSPITAL	NY	NEW YORK	10044	212-323-3655		Midwest
COLGATE UNIVERSITY	NY	MADISON	13346	315-228-7413		Midwest
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	FL	COLLIER	34112-5749	239-252-8407		Midwest
COLLINS OFFICE SUPPLY	SC	CHARLESTON	29415	843-554-4404		Midwest
COLONIAL BUSINESS SYSTEMS INC.	NY	MONROE	14445	585-248-2345		Midwest
COLONIE WILLIAM K. STANFORD TOWN LIBRARY	NY	ALBANY	12211			Midwest
COLOR ART	MO	SAINT LOUI	63132	314-432-3000		Midwest
COLUMBIA COMM INTERIORS INC	MD	HOWARD	21765	410-489-9445		Midwest
COLUMBIA COUNTY BOARD OF COMMISSIONERS	GA	COLUMBIA	30809	706-868-3305		Midwest
COLUMBIA COUNTY OF FINANCE	GA	COLUMBIA	30809	706-868-3400		Midwest
COLUMBIA GREENE COMMUNITY COLLEGE	NY	COLUMBIA	12534	518-828-4181		Midwest
COLUMBIA LAND CONSERVANCY	NY	COLUMBIA	12037	518-392-5252		Midwest
COLUMBIA MEMORIAL HOSPITAL	NY	COLUMBIA	12534	518-828-7601		Midwest
COLUMBUS PAPER & COPY SUPPLY	OH	FRANKLIN	43206	614-445-7135		Midwest
COLUMBUS STATE UNIVERSITY	GA	MUSCOGEE	31907	706-507-8490		Midwest
COLUMBUS TECHNICAL COLLEGE	GA	MUSCOGEE	31904-6572	706-649-1811		Midwest
COMFORT INN SHAILESH PATEL	GA	COBB	30339	770-342-8122		Midwest
COMM OF PA	PA	ALLEGHENY	15219	412-565-3582		Midwest
COMMACK PUBLIC LIBRARY	NY	SUFFOLK	11725	631-499-0888		Midwest
COMMERCIAL BUSINESS INTERIORS	MS	FORREST	39402	601-268-9998		Midwest
COMMERCIAL DESIGN MANAGEMENT	TX	FORT BEND	77496	832-924-0007		Midwest
COMMERCIAL DESIGN SERVICES INC	FL	HILLSBOROU	33634	813-886-0580		Midwest
COMMERCIAL ENVIRONMENTS, INC.	TN	KNOX	37932	865-671-9700		Midwest
COMMERCIAL FURNISHINGS	GA	BIBB	31201	478-765-1515		Midwest
COMMERCIAL FURNISHINGS AND MORE LLC	IA	LINN	52402	319-361-4811		Midwest
COMMERCIAL FURNITURE INTERIORS	NJ	UNION	07092	908-518-1670		Midwest
COMMERCIAL FURNITURE SERVICES	MN	HENNEPIN	55416-5803	952-922-0980		Midwest
COMMERCIAL FURNITURE SOLUTIONS, INC	TX	BELL	76504	254-228-7872		Midwest
COMMERCIAL INTERIOR SERVICES OF ST. LOUIS, INC. DBA CIS ST.LOUI	MO	ST. CHARLE	63376	314-479-6969		Midwest
COMMERCIAL INTERIORS INC	MS	HARRISON	39560	228-452-9540	Yes	Midwest
COMMERCIAL INTERIORS, INC.	LA	NEW ORLEANS	70125-2935	(504)982-9541	Yes	Midwest
COMMERCIAL MARKETING ASSOCIATES, INC.	MD	FREDERICK	21701-4786	240-651-3094	Yes	Midwest
COMMERCIAL MARKETING ASSOCIATES, INC.	MD	FREDERICK	21701	240-215-9700	Yes	Midwest
COMMERCIAL OFFICE ENVIRONMENTS	IN	MARION	46268	317-876-9200		Midwest
COMMERCIAL OFFICE FURNITURE COMPANY	PA	PHILADELPHIA	19133-3305	410-280-3500	Yes	Midwest
COMMERCIAL OFFICE INTERIORS	WA	KING	98121	206-448-7333		Midwest
COMMERCIAL OFFICE RESOURCE ENVIRONMENTS	AZ	PIMA	85701	520-999-3470		Midwest
COMMERCIAL RESOURCES INC	GA	CHEROKEE	30338	770-522-0693		Midwest
COMMERCIAL WORKS	OH	FRANKLIN	43228	614-851-4200		Midwest
COMMISSIONERS OFFICE	PA	LACKAWANNA	18503	570-963-6767		Midwest
COMMON HEALTH FURNITURE	NY	KINGS	11211	212-313-6868		Midwest
COMMONSENSE OFFICE FURNITURE	FL	ORANGE	32805	407-206-5040		Midwest
COMMONWEALTH HOTELS	KY	KENTON	41011	859-392-2264		Midwest
COMMONWEALTH OF KENTUCKY	KY	FRANKLIN	40601	270-824-7018		Midwest
COMMONWEALTH OF KENTUCKY	KY	FRANKLIN	40601	502-564-7364		Midwest
COMMONWEALTH OF KENTUCKY ADMINISTRATIVE OFFICE OF THE CO	KY	FRANKLIN	40601	502-573-2350		Midwest
COMMONWEALTH OF PA - L&I	PA	LANCASTER	17602	570-327-1500		Midwest
COMMONWEALTH OF PA - PO INVOICE	PA	DAUPHIN	17106	717-720-1445		Midwest
COMMONWEALTH OF PA - PO INVOICE	PA	DAUPHIN	17120			Midwest
COMMONWEALTH OF PA CREDIT CARD	PA	DAUPHIN	17106	000-000-0000		Midwest
COMMONWEALTH OF PA DEPT OF L&I/WCOA	PA	DAUPHIN		570-327-1500		Midwest
COMMONWEALTH TRADING PARTNERS INC	VA	ALEXANDRIA	22314	703-373-8155		Midwest
COMMUNICATION SYSTEM SUPPORT GROUP	MD	PRINCE GEO	20708	301-823-2022		Midwest
COMMUNITY ACCESS INC	NY	NEW YORK	10004	212-780-1400		Midwest
COMMUNITY BASED SERVICES	NY	WESTCHESTE	10560	914-277-4771		Midwest
COMMUNITY COLLEGE OF ALLEGHENY COUNTY	PA	ALLEGHENY	15233	412-237-3020		Midwest
COMMUNITY COLLEGE OF BEAVER COUNTY	PA	BEAVER	15061	724-480-3356		Midwest
COMMUNITY HEALTH CARE	IA	SCOTT	52801	563-336-3000		Midwest
COMMUNITY SCHOOLS OF FRANKFORT	IN	CLINTON	46041-9429	765-654-5585		Midwest

COMPASS OFFICE SOLUTIONS	FL	BROWARD	33025	954-430-4590		Midwest
COMPATICO	MI	KENT	49512	616-940-1772		Midwest
COMPLETE COMMERCIAL FURNISHINGS LLC	GA	FULTON	30318	404-644-7603		Midwest
COMPLETE OFFICE OF CA	CA	LOS ANGELE	90703	714-880-1222		Midwest
COMPLETE OFFICE SOLUTIONS	WA	KING	53022-0758	206-628-0059		Midwest
COMPLETE OFFICE SUPPLY	IN	MARION	46250	317-845-1950		Midwest
COMPUTER FURNITURE SOLUTIONS INC	GA	FULTON	30350	770-394-7997		Midwest
COMSUBLANT	VA	NORFOLK CI	23551	757-836-1339		Midwest
CONCEPT + DESIGN	NY	NASSAU	11560	888-532-6727		Midwest
CONCEPTS OFFICE FURNISHING INC	NJ	BERGEN	07663	201-727-9110	Yes	Midwest
CONCEPTS SCHOOL AND OFFICE FURNISHINGS	CA	RIVERSIDE	92590	951-296-5591		Midwest
CONCERT BUSINESS GROUP, LLC	AZ	PHOENIX	85040-2818	480-413-9626	Yes	Midwest
CONEMAUGH TOWNSHIP AREA SCHOOL DISTRICT	PA	SOMERSET	15928	814-479-7431		Midwest
CONFEDERATED SALISH & KOOTENAI TRIBES	MT	LAKE	59855	406-675-2700		Midwest
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION	OR	UMATILLA	97801	541-276-8221		Midwest
CONGRESSWOMAN GLORIA NEGRETE MCLEOD	CA	SAN BERNAR	91763	909-626-2054		Midwest
CONNECTING ELEMENTS, INC.	SC	RICHLAND	29201	803-779-3442		Midwest
CONNETQUOT CSD	NY	SUFFOLK	11716	631-563-9195		Midwest
CONNEXION 24/7	WA	KITSAP	98110	206-780-2674		Midwest
CONNEXTIONS INC	FL	ORANGE	32808	407-926-2400		Midwest
CONNIE COULTRAP & ASSOCIATES	OH	FRANKLIN	43220	614-488-9958		Midwest
CONSER OFFICE SOLUTIONS	FL	DUVAL	32256	904-786-0242		Midwest
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA	GA	MUSCOGEE	31902-1340	706-653-4097		Midwest
CONSULTANTS & BUILDERS INC	GA	GWINNETT	30096	770-729-8183		Midwest
CONSUMER FINANCIAL PROTECTION	DC	DISTRICT O	20006	202-435-7089		Midwest
CONSUMER OFFICE FURNITURE	MI	SAGINAW	48603	989-790-7240		Midwest
CONTE OFFICE INTERIORS	MA	FRANKLIN	01301	413-774-7581		Midwest
CONTEMPORARY BUSINESS INTERIORS LLC	MD	HARFORD	21017	410-272-5559	Yes	Midwest
CONTEMPORARY BUSINESS INTERIORS, LLC	MD	BELCAMP	21017-1238	4102725559	Yes	Midwest
CONTEMPORARY GALLERIES	WV	KANAWHA	25330	304-344-1231		Midwest
CONTEMPORARY GALLERIES OF WEST VIRGINIA, INC.	WV	CHARLESTON	25301-1316	(304)344-1231		Midwest
CONTINENTAL EDUCATIONAL ENVIRO	OH	FRANKLIN	43211	614-262-5010		Midwest
CONTINENTAL OFFICE ENVIRONMENT	PA	ALLEGHENY	15212	614-262-5010		Midwest
CONTINENTAL OFFICE ENVIRONMENTS	OH	FRANKLIN	43211	614-262-5010		Midwest
CONTRA COSTA COUNTY	CA	CONTRA COS	94553	925-313-1649		Northeast
CONTRA COSTA COUNTY	CA	CONTRA COS	94523	925-313-2154		Northeast
CONTRA COSTA COUNTY	CA	CONTRA COS	94553	925-313-2154		Northeast
CONTRA COSTA REGIONAL MEDICAL CENTER	CA	CONTRA COS	94553	925-313-2154		Northeast
CONTRACT ASSOCIATES	NM	BERNALILLO	87102	505-881-8070	Yes	Northeast
CONTRACT ASSOCIATES, INC.	NM	ALBUQUERQUE	87102-3346	505-881-8070	Yes	Northeast
CONTRACT BUSINESS INTERIORS INC	GA	FULTON	30302	404-684-0800		Northeast
CONTRACT BUSINESS SOLUTIONS INC	NC	FORSYTH	27120-0547	336-724-9966		Northeast
CONTRACT COLLABORATIONS, LLC	GA	COWETA	30277	404-606-9325		Northeast
CONTRACT DESIGN ASSOCIATES INC	WA	SPOKANE	99202	509-624-4220		Northeast
CONTRACT DESIGN GROUP LLC	PR		00725	787-754-7800		Northeast
CONTRACT FURNISHERS OF HAWAII, INC.	HI	HONOLULU	96813-2222	8085992411	Yes	Northeast
CONTRACT FURNISHINGS	MO	JACKSON	64111	816-931-0900		Northeast
CONTRACT FURNISHINGS GROUP	OH	LUCAS	43604	419-244-3300		Northeast
CONTRACT FURNISHINGS INC	CO	DENVER	80205	720-956-1515		Northeast
CONTRACT FURNISHINGS RENTS, L.L.C.	MO	KANSAS CITY	64111-3759	785-267-8100	Yes	Northeast
CONTRACT FURNISHINGS, INC.	CO	DENVER	80205-3659	720-956-1515	Yes	Northeast
CONTRACT FURNITURE ALLIANCE	TN	KNOX	37932	865-671-5050		Northeast
CONTRACT FURNITURE GROUP LLC	LA	SAINT CHAR	70087	504-412-0080		Northeast
CONTRACT FURNITURE INC	FL	HILLSBOROU	33605	813-247-6622		Northeast
CONTRACT FURNITURE OPTIONS	MD	MONTGOMERY	20817	301-299-9778	Yes	Northeast
CONTRACT FURNITURE OPTIONS, INC.	MD	BETHESDA	20817-1160	301-299-9778	Yes	Northeast
CONTRACT FURNITURE SOURCE	KS	JOHNSON	66223	913-515-8485		Northeast
CONTRACT INTERIOR SERVICES	MD	ANNE ARUND	21401	301-858-5514		Northeast
CONTRACT INTERIOR SERVICES INC	FL	PINELLAS	33708	727-399-7302		Northeast
CONTRACT INTERIOR SOLUTIONS	NY	CHAUTAUQUA	14750	888-537-2247		Northeast
CONTRACT INTERIORS GROUP	KS	JOHNSON	66225	913-681-9994		Northeast
CONTRACT LINK INC	FL	SEMINOLE	32795	407-328-4332		Northeast
CONTRACT MERCHANDISING SPECIALST	KS	JOHNSON	66215	913-492-9232		Northeast
CONTRACT OFFICE FURNISHINGS	NC	FORSYTH	27105	336-724-6912		Northeast
CONTRACT OFFICE GROUP DBA COG	CA	SANTA CLAR	95110	408-262-6400		Northeast
CONTRACT OFFICE MARKETING-REP	MN	HENNEPIN	55413	612-788-9763		Northeast
CONTRACT RESOURCE GROUP	TX	HARRIS	77024	713-803-0100		Northeast
CONTRACT RESOURCE GROUP INC	WA	SPOKANE	99202	509-458-0411		Northeast
CONTRACT RESOURCE INC	IL	LAKE	60015	847-656-2250		Northeast
CONTRACT RESOURCES	FL	ESCAMBIA	32502	850-469-1272		Northeast

CONTRACT SEATING	TX	HARRIS	77057	713-977-1939		Northeast
CONTRACT SOURCE GROUP-REP	MI	OAKLAND	48302	248-745-9990		Northeast
CONTRACT SOURCE INC	OH	CUYAHOGA	44147	216-351-7575		Northeast
CONTRACT SOURCE INTERIORS	OR	JACKSON	97525	541-582-3976		Northeast
CONTRACT SOURCES-REP	MA	SUFFOLK	02210	617-951-2511		Northeast
CONTRACT SPACES INC	KS	SHAWNEE	66610	785-224-9234		Northeast
CONTRAK LLC	NC	JOHNSTON	27527	919-553-9006		Northeast
COOK COUNTY BOARD OF EDUCATION	GA	COOK	31620	229-896-2294		Northeast
COOKS OFFICE EQUIPMENT INC	IL	COOK	60411	708-754-2800		Northeast
COOPERS TECHNOLOGY GROUP	MN	OTTER TAIL	56537	218-739-5295		Northeast
COPELIN CONTRACT	OK	CLEVELAND		405-919-8068		Northeast
COPELIN'S OFFICE CENTER INC.	OK	CLEVELAND	73069	405-364-7011		Northeast
COPENHAGEN IMPORTS INC-PHOENIX	AZ	MARICOPA	85016	602-266-8060		Northeast
COPPER LEAF INTERIORS	OH	WASHINGTON	45750	740-373-9993		Northeast
CORE BUSINESS INTERIORS	CA	FRESNO	93711	559-297-6400		Northeast
CORE BUSINESS SOLUTIONS INC	TX	HIDALGO	78577	956-627-1500		Northeast
CORE OFFICE INTERIORS	TX	TRAVIS	78758	512-832-6400		Northeast
CORNELL UNIVERSITY	NY	TOMPKINS	14852-4040	607-351-4950		Northeast
CORNELL UNIVERSITY	NY	TOMPKINS	14850	607-254-7234		Northeast
CORNERSTONE INTERIORS INC	TX	COLLIN	75034	469-384-9700		Northeast
CORNERSTONE OFFICE	VA	FAIRFAX	22032	703-764-8874		Northeast
CORNING COMMUNITY COLLEGE	NY	STEUBEN	14830	607-962-9206		Northeast
CORNWALL LEBANON SCHOOL DISTRICT	PA	LEBANON	17042	717-272-2031		Northeast
CORP OF PRESIDING BISHOP, CPB	UT	SALT LAKE	84103	801-240-2297		Northeast
CORPORATE BUSINESS INTERIORS	CA	ORANGE	92660	714-671-0988		Northeast
CORPORATE CONCEPTS INC	IL	DUPAGE	60148	630-691-8800		Northeast
CORPORATE CONCEPTS INC	SC	RICHLAND	29201	803-758-2900		Northeast
CORPORATE DESIGN CHOICE INC.	FL	MIAMI-DADE	33172	305-716-9990		Northeast
CORPORATE DESIGN GROUP, INC.	CA	PLACER	95661	916-781-6543		Northeast
CORPORATE DESIGN INC.	IN	VANDERBURG	47701	812-422-3000		Northeast
CORPORATE DESIGN INTERIORS LLC	WI	WAUKESHA	53186	262-521-1010		Northeast
CORPORATE ENVIRONMENTS	PA	NORTHAMPTO	18018	888-300-7082		Northeast
CORPORATE ENVIRONMENTS INTERNATIONAL, LLC	HI	HONOLULU	96813-3916	808-237-6000	Yes	Northeast
CORPORATE ENVIRONMENTS INT'L	HI	HONOLULU	96813	808-526-2825	Yes	Northeast
CORPORATE ENVIRONMENTS OF GEORGIA, INC.	GA	ATLANTA	30329-2003	404-679-8991	Yes	Northeast
CORPORATE ENVIRONMENTS-GA.	GA	DEKALB	30329	404-679-8999		Northeast
CORPORATE FACILITIES	PA	PHILADELPH	19103	215-279-9999		Northeast
CORPORATE FACILITIES LEHIGH VALLEY	PA	LEHIGH	18101	610-434-7236		Northeast
CORPORATE FACILITIES OF NEW JERSEY	NJ	PENNSAUKEN	08110-3205	2152799999	Yes	Northeast
CORPORATE FURNITURE OPTIONS	FL	MARTIN	34990	772-283-1888		Northeast
CORPORATE FURNITURE RESOURCE	NY	NEW YORK	10016	212-607-5549		Northeast
CORPORATE FURNITURE SOLUTIONS	CA	SANTA CLAR	95110	408-627-4111 Ext.4002		Northeast
CORPORATE FURNITURE SYSTEMS	CT	HARTFORD	06029	860-242-2811		Northeast
CORPORATE INTERIOR CONCEPTS	OH	FRANKLIN	43212	614-291-7880		Northeast
CORPORATE INTERIOR SYSTEMS	AZ	MARICOPA	85040	602-304-0100	Yes	Northeast
CORPORATE INTERIOR SYSTEMS, INC.	AZ	PHOENIX	85040-2867	(602)304-0100	Yes	Northeast
CORPORATE INTERIORS & SALES	NC	CUMBERLAND	28305	910-483-7000		Northeast
CORPORATE INTERIORS INC	FL	PINELLAS	33716	727-539-7544		Northeast
CORPORATE INTERIORS INC	TX	COLLIN	75034-0709	214-705-7879		Northeast
CORPORATE INTERIORS OF DE.	DE	NEW CASTLE	19720	302-323-9100		Northeast
CORPORATE INTERIORS, INC.	DE	NEW CASTLE	19720-4193	6109941302	Yes	Northeast
CORPORATE INTERIORS, INC.	FL	SAINT PETERSBURG	33716-1821	727-316-6327	Yes	Northeast
CORPORATE OFFICE INTERIORS	MI	INGHAM	48910	517-253-8718		Northeast
CORPORATE OFFICE INTERIORS INC DBA SOURCE CREATIVE OFFICE INT	CA	ORANGE	92612	714-427-4001		Northeast
CORPORATE SOURCE	CO	DENVER	80202	303-571-5400		Northeast
CORPORATE SOURCE - TX	TX	DALLAS	75207	214-468-0468		Northeast
CORPORATE SPACES, INC.	CA	PASADENA	91101-2122	626-486-2266	Yes	Northeast
CORTLAND REGIONAL MEDICAL CTR	NY	CORTLAND	13045	607-756-3500		Northeast
COTHRAN HARRIS ARCHITECTURE	NC	NEW HANOVE	28403	910-793-3433		Northeast
COUNTRYSIDE FURNITURE INC	OH	STARK	44646	330-494-4700		Northeast
COURT STREET OFFICE SUPPLIES INC	NY	KINGS	11215	718-499-3015		Northeast
COURTYARD CHANDLER AZ	AZ	MARICOPA	85286	480-855-8600		Northeast
COURTYARD JACKSON	MI	JACKSON	49202			Northeast
COURTYARD LBV	FL	ORANGE	38236	407-597-2424		Northeast
COURTYARD MARRIOTT MONTEREY PARK	VA	PRINCE WIL	20109	703-520-1885		Northeast
COURTYARD ROCKY MOUNT, NCU	KY	JEFFERSON	40245			Northeast
COX COMMERCIAL INTERIORS LLC	AL	JEFFERSON	35203	205-243-0972		Northeast
CPS STUDENT PURCHASING 2	MO	SAINT LOUI	63121	314-516-7460		Northeast
CRANBERRY TOWNSHIP	PA	BUTLER	16066-6499	724-776-4806		Northeast
CRANDALL PUBLIC LIBRARY	NY	WARREN	120801			Northeast

CRAWFORD AREA TRANSPORTATION AUTHORITY	PA	CRAWFORD	16335	814-336-5600	Northeast
CRAWFORD CENTRAL SCHOOL DIST	PA	CRAWFORD	16335	814-724-3960	Northeast
CRE8 WORKPLACE ENVIRONMENTS	CA	SACRAMENTO	95662	916-930-0365	Northeast
CREATE YOUR SPACE WITH CLASS, LLC	AZ	PIMA	85658	520-572-3918	Northeast
CREATIVE BUSINESS INTERIORS	NC	WAKE	27617	919-786-4800	Northeast
CREATIVE BUSINESS INTERIORS INC	WI	MILWAUKEE	53214	414-545-8500	Northeast
CREATIVE COMBINATIONS INC	FL	BROWARD	33067	954-801-6604	Northeast
CREATIVE COMMERCIAL INTERIORS	CA	PLACER	95747	916-749-0859	Northeast
CREATIVE CORPORATE SOLUTIONS	TN	SHELBY	38135	901-383-0556	Northeast
CREATIVE FURNISHINGS & DESIGN	TX	HARRIS	77043	713-463-2856	Northeast
CREATIVE INTERIORS, INC.	NM	SANTA FE	87501	505-983-3384	Northeast
CREATIVE LICENSE INTERNATIONAL, LLC	AZ	MARICOPA	85281	480-777-3687	Northeast
CREATIVE OFFICE DESIGN, INC.	GA	DEKALB	30062	770-310-1671	Northeast
CREATIVE OFFICE ENVIRONMENTS	VA	HANOVER	23005	804-228-7447	Northeast
CREATIVE OFFICE ENVIRONMENTS OF RICHMOND, LLC	VA	ASHLAND	23005-8152	757-382-5416	Northeast
CREATIVE OFFICE INTERIORS	CT	HARTFORD	06114	860-525-3133	Northeast
CREATIVE OFFICE INTERIORS	MI	MACOMB	48080	586-445-6155	Northeast
CREATIVE OFFICE PAVILION-MA	MA	SUFFOLK	02210	617-956-4100	Northeast
CREATIVE OFFICE PAVILION-ME	ME	CUMBERLAND	04101	207-775-7100	Northeast
CREATIVE OFFICE PAVILION-NY	NY	NEW YORK	10016	999-999-9999	Northeast
CREATIVE OFFICE PAVILION-RI	RI	PROVIDENCE	02906	401-274-2444	Northeast
CREATIVE OFFICE SOLUTIONS AND MORE	FL	MIAMI-DADE	33137	305-407-8907	Northeast
CREATIVE OFFICE SOLUTIONS CO	OH	MEDINA	44256	330-722-6230	Northeast
CREATIVE OFFICE SYSTEMS INC	NY	MONROE	14611	585-721-1944	Northeast
CREATIVE OFFICE SYSTEMS OF NEW YORK INC	NY	SARATOGA	12065	518-348-1240	Northeast
CREATIVE OFFICE, THE	WA	THURSTON	98501	360-754-1732	Northeast
CREATIVE SOLUTIONS	TX	HARRIS	77070	281-450-0202	Northeast
CREATIVE SPACE CONSULTANTS	MD	MONTGOMERY	20832	301-325-8370	Northeast
CREATIVE SUPPORTS INC	CA	ALAMEDA	94583	925-866-2990	Northeast
CREO HOSPITALITY	CA	ORANGE	92806	714-634-2796	Northeast
CRESTLINE ELEMETARY SCHOOL	AL	JEFFERSON	35213	205-871-8126	Northeast
CRESTWOOD SCHOOL DISTRICT	PA	LUZERNE	18707	570-474-5411	Northeast
CRI COORDINATED RESOURCES INC	CA	SAN FRANCI	94104	415-989-0773	Northeast
CRIDER CONTRACT INTERIORS	CA	ORANGE	92835		Northeast
CROWNE PLAZA HOTEL	DE	NEW CASTLE	19801	302-510-6396	Northeast
CROWNE PLAZA VENTURA BEACH	GA	CHEROKEE	30186	770-590-7330	Northeast
CRUTHRIDS AND ASSOCIATES INC	MS	DESOTO	38654	662-893-5015	Northeast
CRYSTAL RUN HEALTHCARE	NY	ORANGE	10941	845-703-6999	Northeast
CRYSTAL RUN VILLAGE INC	NY	ORANGE	10941		Northeast
CRYSTAL VISIONS INC	CA	CONTRA COS	94596	925-256-0669	Northeast
CSI FULLMER	CA	LOS ANGELE	91101	626-486-2266	Northeast
CSM LODGING	MN	HENNEPIN	55415	612-395-7000	Northeast
CSRA REGIONAL COMMISSION	GA	RICHMOND	30909	706-210-2000	Northeast
CSSG	MD	PRINCE GEO	20709	410-280-3500	Northeast
CSU BAKERSFIELD	CA	KERN	93311	661-654-2535	Northeast
CSU CHICO	CA	BUTTE	95929	530-898-6426	Northeast
CSU NORTHRIDGE	CA	LOS ANGELE	91330-8202	818-677-3472	Northeast
CSU SAN BERNARDINO	CA	SAN BERNAR	92407	909-537-5155	Northeast
CSULB	CA	LOS ANGELE	90815	562-985-2512	Northeast
CUBICLES BY DESIGN	PA	BUCKS	18902	866-417-2823	Northeast
CUBICLES OFFICE ENVIRONMENTS	CA	SAN DIEGO	92011	760-560-5800	Northeast
CUBICLES.COM	NY	QUEENS	11101	888-442-8242	Northeast
CULTURAL SURROUNDINGS	TX	DALLAS	75209	214-742-2400	Northeast
CULVER RUFUS DALE JR	NC	HAYWOOD	28716	828-648-8425	Northeast
CUMB CTY DEPT OF WORKFORCE DEV	NJ	CUMBERLAND	08362-1500	856-453-2137	Northeast
CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION	NJ	CUMBERLAND	08302	856-451-9000	Northeast
CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION	NJ	CUMBERLAND	08360	856-451-9000	Northeast
CUMBERLAND COUNTY COLLEGE	NJ	CUMBERLAND	08362-1500	856-691-8600	Northeast
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY	NJ	CUMBERLAND	08332	856-825-3700	Northeast
CUNY ACCOUNTS PAYABLE	NY	NEW YORK	10036	646-664-3118	Northeast
CUNY CONSTRUCTION FUND	NY	NEW YORK	10019	212-541-0335	Northeast
CURRIMBHOY & CASSIDY	NY	NEW YORK	10018	212-967-1868	Northeast
CURVE HOSPITALITY	TX	HARRIS	77082	281-531-5774	Northeast
CUSTER WORKPLACE INTERIORS	MI	KENT	49503	616-458-6322	Northeast
CUSTOM OFFICE INTERIORS	KY	WARREN	42103		Northeast
CUYAHOGA COMPANIES INC	OH	CUYAHOGA	44107	216-228-4700	Northeast
CVC HOSPITALITY INC	FL	ORANGE	34787	407-299-7619	Northeast
CVPH MEDICAL CENTER	NY	CLINTON	12901	518-562-7350	Northeast
CVW LONG LAKE PUBLIC LIBRARY	NY	HAMILTON	12847		Northeast
CYRH HOLDING LCC	FL	ORANGE	32805	321-214-0923	Northeast

D & B GROUP	OR	MULTNOMAH	97206	503-232-1974		Northeast
D&T WHOLESALE INC	LA	RAPIDES	71303	318-487-4452		Northeast
DAEMEN COLLEGE	NY	ERIE	14226	716-839-8459		Northeast
DAF NETWORKS	NY	ONONDAGA	13039	315-699-7070		Northeast
DAKOTA BUSINESS CENTER	SD	PENNINGTON	57701	605-342-8934		Northeast
DALE ASSOCIATES	CA	SONOMA	94111	707-829-0804		Northeast
DALLAS DESK INC	TX	DALLAS	75001	972-788-1802		Northeast
DALTON INTERIORS LLC	AZ	MARICOPA	85260	480-948-8383		Northeast
DALVEY BUSINESS ENVIRONMENTS	NV	CLARK	89119-2304	702-740-4000		Northeast
DAMERON PIERSON LLC	LA	JEFFERSON	70002	504-831-0300		Northeast
DANCKER	MD	PRINCE GEO	20743	301-350-8700		Northeast
DANCKER SELLEW & DOUGLAS DS&D	NJ	SOMERSET	08876	908-252-6026		Northeast
DANIELS AND ZERMACK ARCHITECTS LLC	MI	WASHTENAW	48104	734-761-2090		Northeast
DANVILLE OFFICE EQUIPMENT CO INC.	KY	BOYLE	40422	859-236-6618		Northeast
DANVILLE STATE HOSPITAL	PA	MONTOUR	17821			Northeast
DARLENE CASIAS INTERIORS, L.P.	TX	SAN ANTONIO	78238-4535	215-696-2072	Yes	Northeast
DARRAN FURNITURE INDUSTRIES INC	NC	RANDOLPH	27263	336-861-2400		Northeast
DARTON COLLEGE	GA	DOUGHERTY	31707	229-317-6718		Northeast
DASNY	NY	ALBANY	12207	518-257-3000		Northeast
DAUBMAN CORPORATE INTERIORS	NY	DUTCHESS	12603	845-454-3379		Northeast
DAUPHIN COUNTY	PA	DAUPHIN	17101	717-780-6337		Northeast
DAVIES OFFICE REFURBISHING INC	NY	ALBANY	12204	518-449-2040		Northeast
DAVIS AND DAVIS INTERIOR DESIGN LLC	MI	OAKLAND	48334	248-855-7040		Northeast
DAVIS TYPEWRITER CO INC	MN	NOBLES	56187	507-343-2001		Northeast
DAWKINS OFFICE SUPPLIES & EQUIPMENT	MS	WASHINGTON	38701	662-332-5448		Northeast
DAYTON BUSINESS INTERIORS	OH	MONTGOMERY	45439	937-294-1643		Northeast
DC INTERIORS	TX	BEXAR	78238	210-521-9900	Yes	Northeast
DCNR	PA	DAUPHIN	17057	717-702-2063		Northeast
DCNR	PA	CAMERON	15834			Northeast
DCNR - REEDS GAP STATE PARK	PA	MIFFLIN	15627	717-667-3622		Northeast
DCNR - TOPOGEO - PGH	PA	ALLEGHENY	15222	412-442-4236		Northeast
DDEAMC	GA	RICHMOND	30905	706-787-8109		Northeast
DDG INC	VA	FREDERICKSBURG	22408-2542	540-621-5999	Yes	Northeast
DDG INCORPORATED	VA	SPOTSYLVAN	22401	540-621-5999		Northeast
DE CLERCQ OFFICE GROUP	CT	FAIRFIELD	06853	203-831-5007		Northeast
DEA	VA	PRINCE WIL	22134			Northeast
DEA - LOS ANGELES HIDTA TASK FORCE	CA	LOS ANGELE	90017			Northeast
DEACON DESIGN INC	FL	VOLUSIA	32176	386-615-8899		Northeast
DEBNER & COMPANY	TX	HARRIS	77024	713-425-6170		Northeast
DECOR FURNISHINGS	NY	ONONDAGA	13210	315-474-5044		Northeast
DECOR INTERIOR DESIGN	CA	LOS ANGELE	90033	310-289-2186		Northeast
DECORATING CONNECTION	OH	WASHINGTON	45750	740-434-5907		Northeast
DEFENCE INTELLIGENCY AGENCY	VA	FAIRFAX	20171	703-766-6771		Northeast
DEFENSE CONTRACT MANAGEMENT AGENCY	VA	PRINCE GEO	23860			Northeast
DEFENSE INTELLIGENCE AGENCY	MD	PRINCE GEO	20785	202-231-1898		Northeast
DEFENSE SECURITY COOPERATION	VA	ARLINGTON	22202	703-697-9797		Northeast
DEI INC	OH	HAMILTON	45240	513-825-5800		Northeast
DEKALB CO DFCS	GA	DEKALB	30030	770-593-7417		Northeast
DEKALB COUNTY FINANCE DEPT	GA	DEKALB	30030	404-371-7051		Northeast
DEKALB COUNTY SCHOOL SYSTEM	GA	DEKALB	30083	678-676-0279		Northeast
DEKALB OFFICE ENVIRONMENTS	GA	FORSYTH	30004	770-360-0284	Yes	Northeast
DEKALB OFFICE ENVIRONMENTS, INC.	GA	ALPHARETTA	30004-8442	770-360-0241	Yes	Northeast
DELANO DESIGN LLC	MI	OAKLAND	48025	248-225-6558		Northeast
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION	PA	BUCKS	19067	215-295-5061		Northeast
DELAWARE RIVER PORT AUTHORITY	NJ	CAMDEN	08101	856-968-2148		Northeast
DELAWARE SCHOOL & OFFICE LLC	DE	NEW CASTLE	19808	302-996-0652		Northeast
DELTA MONTREAL	QC		H3A 1J7	514-284-4309		Northeast
DELTA OFFICE SYSTEMS & FURNITURE	CA	SAN JOAQUI	95203	209-462-2294		Northeast
DEMCO	WI	DANE	53708	608-241-1201		Northeast
DEMENT DESIGNS	TX	DALLAS	75206	214-812-9056		Northeast
DEMING PUBLIC SCHOOLS	NM	LUNA	87106			Northeast
DEMO GROUP THE	MN	DAKOTA	55122	651-366-6900		Northeast
DEMOCRATIC OFFICE OF HUMAN RESOURCES	PA	DAUPHIN	17120	717-783-5710		Northeast
DEN ASC HEADQUARTERS	CO	ARAPAHOE	80112	720-568-2443		Northeast
DENISE FERRIER DESIGN AND PLANNING	CA	ORANGE	92672	949-485-1114		Northeast
DENISE HAMILTON INTERIOR PLANNING DESIGN	CA	ORANGE	92688	949-589-1162		Northeast
DENISE SKOTEDIS INTERIOR DESIGN	PA	SNYDER	17876	570-743-1800		Northeast
DENNIS TOWNSHIP SCHOOL DISTRICT	NJ	CAPE MAY	08210	609-861-2821		Northeast
DENTON HOUSE INTERIORS INC	UT	SALT LAKE	84117	801-333-8156		Northeast
DENVER EQUIPMENT CO OF CHARLOTTE INC	NC	MECKLENBUR	28269	704-597-2688		Northeast

DEPAUL	NY	MONROE	14624	585-426-8000	Northeast
DEPIANO INTERIORS LTD	PA	DELAWARE	19087	610-688-3400	Northeast
DERRY TOWNSHIP SCHOOL DISTRICT	PA	DAUPHIN	17033	717-534-2501	Northeast
DES DC INC	DC	DISTRICT O	20007	202-733-5007	Northeast
DESERT BUSINESS INTERIORS LLC	CA	RIVERSIDE	92260	760-340-1112	Northeast
DESIGN & SUPPLY CO	PA	BUCKS	18914	215-997-8850	Northeast
DESIGN BUILD CONCEPTS	GA	GWINNETT	30071	888-201-6578	Northeast
DESIGN BY RAZZ LLC	MI	ISABELLA	48858	989-621-2150	Northeast
DESIGN CENTRAL	KS	SALINE	67401	785-825-4131	Northeast
DESIGN CONCEPTS TRIAD	NC	GUILFORD	27408	336-312-9706	Northeast
DESIGN ENVIRONS CORPORATION	VA	ALBEMARLE	22901	434-973-6161	Northeast
DESIGN INTEGRITY, INC.	FL	SARASOTA	34237-3416	941-951-2722	Northeast
DESIGN LINES	IL	COOK	60654	312-644-3726	Northeast
DESIGN LINES LLC	NC	WAKE	27606	919-852-0570	Northeast
DESIGN LINK LLC	KY	FAYETTE	40509	859-225-0310	Northeast
DESIGN MANAGEMENT ASSOCIATES INC	GA	COBB	30144	770-955-0660	Northeast
DESIGN MANAGEMENT GROUP	VA	FAIRFAX	20191	703-537-8600	Northeast
DESIGN MART SILICON VALLEY	CA	SANTA CLAR	95119		Northeast
DESIGN PARTNERS, LLC	VA	FAIRFAX	22181	703-242-0886	Northeast
DESIGN PURCHASING NETWORK INC	FL	COLLIER	34104	239-643-7103	Northeast
DESIGN RESOURCE GROUP THE	FL	SEMINOLE	32714	407-830-1550	Northeast
DESIGN SERVICES, INC.	MD	MONTGOMERY	20856-9460	301-590-9030	Northeast
DESIGN SOURCE INC	VA	RICHMOND C	23219	804-644-3424	Northeast
DESIGN SPECIALISTS	NY	ONONDAGA	13057	315-479-1551	Northeast
DESIGNED BUSINESS INTERIORS OF TOPEKA, INC.	KS	SHAWNEE	66603	785-233-2078	Northeast
DESIGNER SERVICES INC	GA	COBB	30144	770-429-3200	Northeast
DESIGNER SERVICES INC	GA	COBB	30066	770-429-3200	Northeast
DESIGNTECH IDS INC	CA	SACRAMENTO	95819	916-453-2888	Northeast
DESK DEALER INC	OR	MARION	97308	503-399-1111	Northeast
DESKS INC BUSINESS FURNITURE DBA DESKS INC	CO	DENVER	80204	303-777-7778	Northeast
DETAILS	GA	FORSYTH	30041	678-231-5197	Northeast
DETROIT JOB CORPS CENTER	MI	WAYNE	48208	313-852-0393	Northeast
DETROIT PENCIL COMPANY	MI	OAKLAND	48084	248-577-0740	Northeast
DEVENS HOSPITALITY LLC	KS	JOHNSON	66210		Northeast
DEWITT COMMUNITY LIBRARY	NY	ONONDAGA	13214	315-446-3578	Northeast
DFAS				800-756-4571	Northeast
DFAS - DEAMS -F87700	ME	AROOSTOOK	04751	575-572-7826	Northeast
DFAS LIMESTONE - F67100	OH	FRANKLIN	43236-9024	210-977-5485	Northeast
DFAS TEXARKANA	TX	BOWIE	75505	703-681-5286	Northeast
DFMWR/ACS/FRP	TX	EL PASO	79916	915-568-5658	Northeast
DHHS	MO	JACKSON	64106	816-426-5869	Northeast
DHHS - SUPPORT SERVICES	NE	LANCASTER	68509-5026	402-471-6082	Northeast
DHHS/ FDA/ACCOUNTING OPERASTIONS BR	MD	MONTGOMERY	20857	240-402-7551	Northeast
DHS - CHILD SUPPORT ENFORCEMENT	GA	FULTON	30303-3142	404-657-9222	Northeast
DHS FEMA	VA	CLARKE	20135	540-542-2295	Northeast
DHS USCIS	MO	JACKSON	64063	816-251-2339	Northeast
DIAMOND INTERIOR DESIGN LLC	MD	ANNE ARUND	21114	443-292-8212	Northeast
DIANE BISHOP INTERORS LLC	PA	MONTGOMERY	19422	215-619-2999	Northeast
DIMENSIONAL SPACES LLC	GA	FULTON	30328	615-479-8130	Northeast
DINARI HOSPITALITY, LLC	FL	ORANGE	32835	410-785-6667	Northeast
DIRECT CONSULTING & PURCHASING	AZ	MARICOPA	85203	480-820-7381	Northeast
DIRECT OFFICE FURNITURE INC.	MD	MONTGOMERY	20850	301-545-6134	Northeast
DIRECT OFFICE SOLUTIONS	FL	BROWARD	33309	954-440-4410	Northeast
DIRECT SUPPLY INC	WI	MILWAUKEE	53223	414-358-2805	Northeast
DISABILITY ADJUDICATION SERVICES/GVRA	GA	DEKALB	30083	678-639-2250	Northeast
DISCOUNT DESK AND OFFICE SUPPLY INC	OH	CUYAHOGA	44103	216-791-3375	Northeast
DISTRICT ATTORNEY COUNTY OF NEW YORK	NY	NEW YORK	10013	212-335-9000	Northeast
DISTRICT EXECUTIVES OFFICE	NY	NEW YORK	10007	212-805-0503	Northeast
DISTRICT OF COLUMBIA RETIREMENT BOARD	DC	DISTRICT O	20001	202-343-3200	Northeast
DIVERSIFIED RESOURCE GROUP INC	GA	GWINNETT	30071	678-282-0760	Northeast
DIVISION OF SOCIAL SERVICES	NJ	MONMOUTH	07728	732-431-7370	Northeast
DIVISON OF CHILD SUPPORT SERVICES	GA	EMANUEL	30401	478-289-2724	Northeast
DIXIE EQUIPMENT	NC	RANDOLPH	27298	336-622-4202	Northeast
DK DELRAY DOWNTOWN, LLC	FL	PALM BEACH	33487	561-338-3520	Northeast
DK WORKSPACES LLC	VA	HENRICO	23294	804-673-3144	Northeast
DKI OFFICE FURNITURE	LA	JEFFERSON	70123		Northeast
DMA INTERIOR SYSTEMS	SC	PICKENS	29642	864-395-8263	Northeast
DMA SQM F&A	FL	SAINT JOHN	32085-1008	904-823-0222	Northeast
DMVA PROCUREMENT & CONTRACTING OFFICE	PA		17003		Northeast
DNI MSD PROCUREMENT	DC	DISTRICT O	20505	301-243-0440	Northeast

DNP DESIGNS AND INTERIORS	LA	EAST BATON	70809	225-448-3268		Northeast
DOBBINS ARB	GA	COBB	30069	678-655-4690		Northeast
DOC NOAA NOS ORR	MD	MONTGOMERY	20910	301-713-4248		Northeast
DOCUMENT CONCEPTS INC	OH	STARK	44720	330-471-3397		Northeast
DOD	VA	ARLINGTON	22216	703-769-6670		Northeast
DOD FINANCE AND ACCOUNTING OFC	DC	DISTRICT O	20033	703-704-9830		Northeast
DOE	TN	ANDERSON	37831	865-576-4536		Northeast
DOF	WA	KING	98134	425-747-5577		Northeast
DOH DIVISION OF DISABILITY DETERMINATIONS	FL	LEON	32399	904-245-4142		Northeast
DOHMH OFFICE OF FISCAL MANAGEMENT	NY	QUEENS	11101	347-396-6290		Northeast
DOMINICAN COLLEGE	NY	ROCKLAND	10962	845-848-7817		Northeast
DONA ANA COMMUNITY COLLEGE	NM	DONA ANA	88003	575-527-7776		Northeast
DONA ANA COUNTY	NM	DONA ANA	88007	575-525-5962		Northeast
DOUBLEDAY OFFICE PRODUCTS INC	MI	BERRIEN	49022	269-926-8293		Northeast
DOURON CORPORATE FURNITURE	MD	BALTIMORE	21117	410-363-2600		Northeast
DOURON, INCORPORATED	MD	OWINGS MILLS	21117-3604	410-363-2600 X 3055		Northeast
DPDLLC - E&S	MI	WASHTENAW	48106-0434	734-930-3335		Northeast
DPOP!	MI	WAYNE	48226	313-373-3767		Northeast
DRB BUSINESS INTERIORS INC	NY	SARATOGA	12866	518-306-5233		Northeast
DRENNAN EQUIPMENT	KY	JEFFERSON	40218	502-584-7772		Northeast
DREW DEMARCO	CA	LOS ANGELE	90049			Northeast
DREXEL SQUARE HOTEL GROUP INC	TX	COLLIN	75093	972-616-8349		Northeast
DREXEL UNIVERSITY COLLEGE OF MEDICINE	PA	PHILADELPH	19104	215-895-2921		Northeast
DRUG ENFORCEMENT ADMINISTRATION	VA	FAIRFAX	22152	202-307-7513		Northeast
DRUG ENFORCEMENT AGENCY	VA	FAIRFAX	20151	703-488-4263		Northeast
DTANK INC	CA	LOS ANGELE	91505	818-252-3888		Northeast
DULUTH TYPE & BUSINESS FURNITURE CO	MN	SAINT LOUI	55801	218-722-5811		Northeast
DUNDAS OFFICE INTERIORS	MT	LEWIS AND	59601	406-442-3448		Northeast
DUNDAS OFFICE INTERIORS INC - BOISE	ID	ADA	83713	208-658-9111		Northeast
DUPLER OFFICE	OH	FRANKLIN	43215	614-227-5640		Northeast
DWG & ASSOCIATES	FL	PINELLAS	33706	727-421-7870		Northeast
DYNAMIC BUSINESS INTERIORS-VA	VA	ARLINGTON	22204	703-685-0500		Northeast
DYVIC CORPORATION	GA	GWINNETT	30071	770-729-2870		Northeast
E 2 DESIGN LLC	KY	FAYETTE	40502	859-619-0216		Northeast
E J WOLBER INC	FL	COLLIER	34103	513-522-1722	Yes	Northeast
E3 OFFICE FURNITURE AND INTERIORS INC	NS		B3E 1T4	902-434-8566		Northeast
EAKES INC	NE	HALL	68801	308-382-9580		Northeast
EASLEY & RIVERS INC	PA	ALLEGHENY	15146	412-795-4482		Northeast
EAST ALABAMA REGIONAL PLANNING AND DEV COMMISSION	AL	CALHOUN	36202	256-237-6741		Northeast
EAST CENTRAL PUBLIC HEALTH DISTRICT	GA	RICHMOND	30909	706-667-4287		Northeast
EAST GREENWICH TOWNSHIP BOARD OF EDUCATION	NJ	GLOUCESTER	08056	856-423-2958		Northeast
EAST NOBLE SCHOOL CORPORATION	IN		46755	260-347-2502		Northeast
EAST STROUDSBURG UNIVERSITY	PA	MONROE	18301-2999	570-422-3944		Northeast
EAST WOODS SCHOOL	NY	NASSAU	11771	518-922-4400		Northeast
EASTERN FLORIDA STATE COLLEGE	FL	BREVARD	32922	321-433-7045		Northeast
EASTERN IOWA HEALTH CENTER	IA	LINN	52403	319-730-7300		Northeast
EASTERN KENTUCKY UNIVERSITY	KY	MADISON	40475	859-622-1810		Northeast
EASTLAND SALES INC	IN	ALLEN	46808	260-422-8529		Northeast
EASTON AREA SCHOOL DISTRICT	PA	NORTHAMPTO	18040	610-250-2400		Northeast
EATON GROUP - SALES REP	OR	MULTNOMAH	97214			Northeast
ECLECTIC INTERIORS INC	TN	SHELBY	38117	901-683-5598		Northeast
ECLIPSE BRAND BUILDERS, LLC	GA	FORSYTH	30024	678-894-4360		Northeast
ECONOCARE INC	IL	COOK	60712	847-675-5022		Northeast
ECONOMIC DEVELOPMENT	MD	MONTGOMERY	20850	240-777-2035		Northeast
ECONOMICALLY CORRECT INC	MN	HENNEPIN	55428	763-493-0063		Northeast
ECONOMY BOROUGH MUNICPAL AUTHORITY	PA	BEAVER	15005	724-869-3201		Northeast
ECOTECH OFFICE ENVIRONMENTS LLC	NY	ERIE	14221	716-580-3725		Northeast
ED OF PA PROCUREMENT	PA	PHILADELPH	19106	267-299-7098		Northeast
EDC & ASSOCIATES INC	FL	PINELLAS	33704	727-823-8900		Northeast
EDDY COUNTY, NEW MEXICO	NM	EDDY	88220	575-887-9511		Northeast
EDGE INTERIOR DESIGN	UT	SALT LAKE	84107	801-915-6586		Northeast
EDGE OFFICE PRODUCTS	TX	GREGG	75605	903-758-0777		Northeast
EDGE OFFICE, LLC	NC	WAKE	27609	919-235-0933		Northeast
EDGEQUARTERS	AZ	MARICOPA	85253	602-625-2787		Northeast
EDGEWATER HOUSING AUTHORITY	NJ	BERGEN	07020	201-941-0655		Northeast
EDGEWATER PARK TWP BOARD OF EDUCATION	NJ	BURLINGTON	08010	609-877-2122		Northeast
EDINBORO UNIVERSITY OF PENNSYLVANIA	PA	ERIE	16444	814-732-2704		Northeast
EDISON STATE COLLEGE	FL	LEE	33919	239-489-9325		Northeast
EDMARCO INC	AZ	MARICOPA	85281	480-966-3333		Northeast
EDMONDS COMMUNITY COLLEGE	WA	SNOHOMISH	98036-5999	425-640-1209		Northeast

EDUCATION AND WORKFORCE DEVELOPMENT CABINET	KY	FRANKLIN	40601	502-564-2782		Northeast
EDUCATIONAL FURNISHINGS CO	PA	NORTHUMBER	17801	570-241-0721		Northeast
EDUCATIONAL FURNITURE	IN	DELAWARE	47302	765-286-9041		Northeast
EDUCATIONAL FURNITURE SOLUTIONS LLC	PA	MONTGOMERY	19486	215-699-6614		Northeast
EDWARDS & HILL COMMUNICATIONS, LLC	MD	WINDSOR MILL	21244-2071	301-317-4250	Yes	Northeast
EFFICIENT OFFICE SOLUTIONS	DE	NEW CASTLE	19720	302-326-0660		Northeast
EGLIN AFB	FL	OKALOOSA	32542	850-883-6035		Northeast
EGLIN AFB HOSPITAL	FL	OKALOOSA	32542	850-883-9145		Northeast
EGLIN AIRFORCE BASE CREDIT CARD ACCT	FL	OKALOOSA	32542			Northeast
EGYR, LLC	NC	BEAUFORT	27889	888-510-2225		Northeast
EHG-PHG SAINT LOUIS HOTEL, LLC	FL	ORANGE	32801	443-406-7105		Northeast
EICHOLTZ COMPANY	PA	ADAMS	17530	717-624-4891		Northeast
EL PASO COMMUNITY COLLEGE	TX	EL PASO	79998-0500	915-831-6350		Northeast
EL PASO COUNTY 911 DISTRICT	TX	EL PASO	79924	915-562-3911		Northeast
EL PASO POLICE DEPT	TX	EL PASO	79912	915-564-7174		Northeast
EL PASO PUBLIC LIBRARY	TX	EL PASO	79901	915-541-4113		Northeast
ELECTRONIC OFFICE ENVIRONMENTS	MN	RAMSEY	55107			Northeast
ELEMENTS	CO	DENVER	80205	303-471-4334		Northeast
ELEMENTS IV INTERIORS	OH	MONTGOMERY	45414	937-918-1000		Northeast
ELEMENTS MO	MO	GREENE	65807	417-890-5543		Northeast
ELEMENTS OF DESIGN	VA	VIRGINIA B	23464	757-639-6000		Northeast
ELEVENTH JUDICIAL DIST COURT	NM	SAN JUAN	87410	505-334-7768		Northeast
ELIZABETH BUHR	MO	SAINT LOUI	63005	314-412-2120		Northeast
ELIZABETH FORWARD SCHOOL DIST	PA	ALLEGHENY	15037	412-896-2313		Northeast
ELIZABETHTOWN COLLEGE	PA	LANCASTER	17022	717-824-0008		Northeast
ELK COUNTY	PA	ELK	15853	814-776-5379		Northeast
ELLIS BROTHERS & JOSEPH INC	NY	BROOME	13902	607-722-6401		Northeast
ELLIS HOSPITAL	NY	SCHENECTAD	12302	518-612-8651		Northeast
ELMA FIRE CO	NY	ERIE	140559			Northeast
ELMHURST HOSPITAL CTR -ACCOUNTS PAYABLE	NY	QUEENS	11432	212-323-3605		Northeast
ELMIRA COLLEGE	NY	CHEMUNG	14901	607-735-1782		Northeast
ELMIRA PSYCHIATRIC CENTER	NY	CHEMUNG	14901-2898	607-737-4751		Northeast
ELMIRA SEWER DISTRICT	NY	CHEMUNG	14904	607-733-8991		Northeast
ELMORE COUNTY BOARD OF EDUCATION	AL	ELMORE	36092	334-567-1200		Northeast
ELONTEC, LLC	AZ	MARICOPA	85043	602-759-5500		Northeast
EMBLEMAX CORPORATION	VA	FAIRFAX	20151	703-802-0200		Northeast
EMBRY-RIDDLE AERO. UNIV., INC.	FL	VOLUSIA	32114-3900	386-226-6262		Northeast
EMERALD BUSINESS SUPPLY	PA	PHILADELPH	19136	215-333-1900		Northeast
EMERALD COAST CONSTRUCTION	FL	ESCAMBIA	32561	850-677-8237		Northeast
EMERALD COAST UTILITIES AUTHORITY	FL	ESCAMBIA	32514-0311	850-969-3850		Northeast
EMERGENCE HEALTH NETWORK	TX	EL PASO	79995	915-887-3424		Northeast
EMMA WILLARD SCHOOL	NY	RENSSELAER	12180	518-833-1795		Northeast
EMORY UNIVERSITY HOSPITALS	GA	FULTON	30308-4577	404-686-2466		Northeast
EMPIRE FACILITY SERVICES, INC	WA	STEVENS	99006	509-939-7178		Northeast
EMPIRE OFFICE EQUIPMENT	NY	NEW YORK	10016	212-607-5500		Northeast
EN4ORM OFFICE INTERIORS	CA	ORANGE	92626	657-232-4448		Northeast
ENCOMPAS CORPORATION	MO	JACKSON	64108	816-300-1122		Northeast
ENCORE! DESIGN	KY	KENTON	41011	513-405-6231		Northeast
ENERGY KEEPERS INC	MT	LAKE	59860	406-883-1113		Northeast
ENERGY MINERALS AND RESOURCES	NM	SANTA FE	87505	505-476-3300		Northeast
ENGINEERING RESEARCH FACILITY	VA	PRINCE WIL	22135	703-985-3473		Northeast
ENGLEWOOD PUBLIC SCHOOL DISTRICT	NJ	BERGEN	07631	201-862-6000		Northeast
ENLARGED CITY SCHOOL DISTRICT OF TROY NEW YORK	NY	RENSSELAER	12180	518-328-5004		Northeast
ENTERPRISE FURNITURE CONSULTANTS	MD	BALTIMORE	21202	410-342-0630	Yes	Northeast
ENTERPRISE FURNITURE CONSULTANTS, INC.	MD	BALTIMORE	21202-1066	410-342-0630	Yes	Northeast
ENTRADA DESIGN INC	CA	ALAMEDA	94611	800-617-1245		Northeast
ENVIRONMENTAL INTERIORS, INC.	PA	DAUPHIN	17112	717-652-6060		Northeast
ENVIRONMENTS	OR	MULTNOMAH	97214	503-963-6216		Northeast
ENVIRONMENTS 4 BUSINESS	OH	SUMMIT	44333	330-294-1384		Northeast
ENVIRONMENTS AT WORK LLC	MA	SUFFOLK	02210	617-830-5300		Northeast
ENVIRONMENTS FOR BUSINESS	FL	VOLUSIA	32170	386-427-8789		Northeast
ENVIRONMENTS THAT WORK	IL	KANE	60174	630-837-4700		Northeast
ENVISION OFFICE SOLUTIONS	GA	FULTON	30004	770-998-4899		Northeast
ENVISIONEERING	VA	FAIRFAX	22303	571-483-4100		Northeast
EOE FURNITURE	OH	HAMILTON	45236	513-324-1865		Northeast
EOI INC	OH	DELAWARE	43035	740-201-3300		Northeast
EON OFFICE PRODUCTS	CO	DENVER	80223	720-570-5460		Northeast
ERGO EXPERTS	NY	SUFFOLK	11763	877-374-6872		Northeast
ERGO OFFICE FURNITURE LLC	IN	MARION	46219	317-917-4489		Northeast
ERGOWORKS CANADA INC	NS		B3B 1C2	902-429-1511		Northeast

ERIE 1 BOCES	NY	ERIE	14224	516-396-2500		Northeast
ERIE COMMUNITY COLLEGE	NY	ERIE	14127	716-851-1929		Northeast
ERIE COUNTY COMPTROLLER	NY	ERIE	14202	716-858-2536		Northeast
ERIE COUNTY CONVENTION CENTER AUTHORITY	GA	FULTON	30309	404-564-6515		Northeast
ERIE COUNTY CONVENTION CENTER AUTHORITY	GA	FULTON	30309	404-564-6515		Northeast
ERIE COUNTY MEDICAL CTR CORP	NY	ERIE	14215	716-898-3743		Northeast
ERNIE MORRIS ENTERPRISES INC	FL	SUMTER	33513	352-793-2745		Northeast
ESPLANADE FURNITURE	CA	BUTTE	95926	530-891-4788		Northeast
ETHOSOURCE LLC	PA	BERKS	19543	610-286-1766		Northeast
EVANSVILLE CORPORATE DESIGN, INC.	IN	EVANSVILLE	47710-1054	8124223000		Northeast
EVENSONBEST LLC	NY	NEW YORK	10011-2036	212-549-8004		Northeast
EVENSONBEST LLC	NY	NEW YORK	10011	212-549-8000		Northeast
EVERETT COMMUNITY COLLEGE	WA	SNOHOMISH	98201	425-388-9255		Northeast
EVERETT OFFICE FURNITURE	WA	SNOHOMISH	98201	425-257-3242		Northeast
EVERYTHING DIVISION 12, INC	IL	COOK	60065	312-376-0100		Northeast
EVERYTHING OFFICE	NY	NEW YORK	10018	646-216-8888		Northeast
EVERYTHING OFFICE LTD	OH	LUCAS	43614	419-865-1000		Northeast
EVESHAM MUNICIPAL UTILITIES AUTHORITY	NJ	BURLINGTON	08053	856-983-1878		Northeast
EVO BUSINESS ENVIRONMENTS	AR	PULASKI	72205	501-244-9696		Northeast
EVOLOGIC LLC	KS	JOHNSON	66215	913-894-6273		Northeast
EVOS OFFICE PRODUCTS	AZ	MARICOPA	85225	480-497-0407		Northeast
EXCELLUS HEALTH PLAN	NY	MONROE	14623	585-214-1337		Northeast
EXCELSIOR COLLEGE	NY	ALBANY	12203	888-647-2388		Northeast
EXE TALLAHASSEE	FL	LEON	32302	850-482-9518		Northeast
EXECUTIVE INTERIORS	TX	DALLAS	75039	214-812-9022		Northeast
EXECUTIVE OFFICE FURNITURE INC	FL	LEON	32301	850-224-9476		Northeast
EXPLORE & MORE CHILDREN'S MUSEUM	NY	ERIE				Northeast
EXPRESS OFFICE ENVIRONMENTS	CA	ORANGE	92705	949-975-0280		Northeast
EYE DESIGNS LLC	PA	MONTGOMERY	19426	610-409-1900		Northeast
F. M. OFFICE EXPRESS, INC.	NY	EAST ROCHESTER	14445-1448	585-238-2880		Northeast
F3 CONCEPTS LLC	SC	RICHLAND	29063	803-312-5088		Northeast
FA OTOOLE OFFICE SYSTEMS INC	MD	BALTIMORE	21031	410-785-1100		Northeast
FAA	GA	FULTON	30337	404-305-5655		Northeast
FAA				999-999-9999		Northeast
FACILITEC-MO	MO	SAINT LOUI	63146	314-428-4900		Northeast
FACILITEQ AZ LLC	AZ	MARICOPA	85281	480-750-8989		Northeast
FACILITIES CONNECTION INC	TX	EL PASO	79922	915-833-8303		Northeast
FACILITIES MANAGEMENT	NJ	UNION	07207	908-527-4000		Northeast
FACILITIES MANAGEMENT DIVISION	FL	LEON	32301	850-606-5000		Northeast
FACILITIES RESOURCE GROUP INC	AL	BALDWIN	36527	251-626-3048	Yes	Northeast
FACILITIES RESOURCE GROUP, INC.	AL	SPANISH FORT	36527-5302	251-626-3048	Yes	Northeast
FACILITIES SOLUTIONS GROUP	VA	FAIRFAX	20190	703-234-6555		Northeast
FACILITY DESIGNS	CA	FRESNO	93711	559-432-3200		Northeast
FACILITY MANAGEMENT CONSULTANTS	MA	SUFFOLK	02113	617-426-6161		Northeast
FACILITY PLANNERS INC	TN	DAVIDSON	37212	615-885-3300		Northeast
FACILITY RX LLC	TX	BEXAR	78212	210-690-5800		Northeast
FACILITY SERVICES	MD	ANNE ARUND	21403	410-269-5767		Northeast
FACILITY SERVICES PBI	CA	ORANGE	92660	949-427-5152		Northeast
FACILITY SUPPORT SERVICES LLC	PA	ALLEGHENY	15044	726-502-4394		Northeast
FACILITY WORKS INC	PA	CUMBERLAND	17025	717-761-9032		Northeast
FACULTY STUDENT ASSOCIATION	NY	ERIE	14261	716-645-6444		Northeast
FAHRENHEIT LLC	DC	DISTRICT O	20007	202-944-4099		Northeast
FAIN ENTERPRISES INC	NC	FORSYTH	27101	336-724-0417		Northeast
FAIRFIELD INN	OH	SHELBY	45306			Northeast
FAIRFIELD INN & SUITES	TN	SHELBY	38018	901-485-0281		Northeast
FAIRFIELD INN & SUITES - HBG - PA	PA	DAUPHIN	17057	717-236-2242		Northeast
FAIRFIELD INN & SUITES ALEXANDRIA VA	VA	FAIRFAX	22306	703-721-0600		Northeast
FAIRFIELD INN & SUITES LUBBOCK TX	TN	SHELBY	38016	901-751-7442		Northeast
FAIRFIELD INN JC	TN	KNOX	37923	865-240-4059		Northeast
FAIRFIELD INN OCEAN CITY	VA	HENRICO	23228	804-672-2121		Northeast
FAIRFIELD SALEM	VA	HENRICO	23059	804-258-3061		Northeast
FAMILY HEALTH NETWORK OF CNY	NY	CORTLAND	13803	607-753-3797		Northeast
FAMILY HEALTH NETWORK OF CNY INC	NY	CORTLAND	13045	607-753-3797		Northeast
FARM CREDIT SERVICES OF ND	ND	WARD	58702	701-852-1265		Northeast
FARMINGDALE UNION FREE SCHOOL DISTRICT	NY	NASSAU	11735	516-434-5000		Northeast
FARMINGTON MUNICIPAL SCHOOLS	NM	SAN JUAN	87401	505-324-9840		Northeast
FARRELL AREA SCHOOL DISTRICT	PA	MERCER	16121			Northeast
FASHION INSTITUTE OF TECHNOLOGY	NY	NEW YORK	10001	212-217-3610		Northeast
FAULKNER COLLEGE	AL	BALDWIN	36507	251-580-2100		Northeast
FAULKNER DESIGN GROUP INC	TX	DALLAS	75204	214-389-3317		Northeast

FAUQUIER COUNTY	VA	FAUQUIER	20186	540-662-1824		Northeast
FAUQUIER COUNTY GOVERNMENT	VA	FAUQUIER	20186	540-422-8362		Northeast
FAUQUIER COUNTY PUBLIC LIBRARY	VA	FAUQUIER	20186	540-422-8519		Northeast
FAUQUIER COUNTY PUBLIC SCHOOLS	VA	FAUQUIER	20186	540-422-7240		Northeast
FAYETTEVILLE LODGING LLC	PA	BUTLER	16063	724-452-2114		Northeast
FAYETTEVILLE MANLIUS SCHOOL DISTRICT	NY	ONONDAGA	13104	315-692-1234		Northeast
FBI	DC	DISTRICT O	20535	202-324-5614		Northeast
FBI	PA	ALLEGHENY	15203	412-337-7453		Northeast
FBI CYBER DIVISION MISSION RIDGET	VA	FAIRFAX	20151	202-651-3035		Northeast
FDIC	MO	JACKSON	64106	816-234-8000		Northeast
FDIC	TX	DALLAS	75201-3430	972-761-2102		Northeast
FDNY	NY	KINGS	11201	718-999-2296		Northeast
FEDERAL HOME LOAN BANK OF DM	IA	POLK	50309	515-281-1000		Northeast
FEDERAL JUDICIAL GA OFM	DC	DISTRICT O	20002	202-502-4169		Northeast
FEDERAL OFFICE FURNITURE	MA	MIDDLESEX	02454	781-642-0568		Northeast
FEDERAL SUPPLY LLC	KY		41018	859-647-9500		Northeast
FEDERATION EMPLOYMENT AND GUIDANCE SVC	NY	NEW YORK	10013	212-366-8400		Northeast
FEGHALI BROTHERS LLC	OH	MAHONING	44406	440-223-9958		Northeast
FEIGUS INCORPORATED	NJ	WALL	07719-9740	215-696-2072		Northeast
FEIGUS OFFICE FURNITURE	NJ	MONMOUTH	07719	732-780-6665		Northeast
FELCOR LODGING TRUST INC	GA	FULTON	30364	404-763-2222		Northeast
FELTUS HAWKINS DESIGN LLC	TN	DAVIDSON	37203	615-320-1777		Northeast
FEMA	VA	CLARKE	20135	540-542-3238		Northeast
FEMA CREDIT CARD ACCOUNT	TX	DENTON	76209			Northeast
FENS ASSOCIATES LLC	MA	ESSEX	01834	978-372-2650		Northeast
FENS ASSOCIATES, LLC	MA	GROVELAND	01834-1566	978-372-2650		Northeast
FENTON OFFICE SUPPLY CO	OK	PAYNE	74075	405-372-5555		Northeast
FERGUSON TWP	PA	CENTRE	16801	814-238-4651		Northeast
FERMILAB	IL	KANE	60510	630-840-4441		Northeast
FERN OFFICE SUPPLIES	NY	KINGS	11219	845-356-5000		Northeast
FERRIS OFFICE SMART LLC	LA	CADDO	71161	318-220-0988	Yes	Northeast
FFI&S FORT PITT C/O HOSPITALITY FURNISHINGS AND DESIGN INC	PA	BUTLER	16063	724-452-2114		Northeast
FFKR ARCHITECTS	UT	SALT LAKE	84104	801-521-6186		Northeast
FI OFFICE, INC.	MA	MIDDLESEX	01862	978-671-4405		Northeast
FINAL ASSEMBLY INC	CA	ORANGE	92841	714-891-1400		Northeast
FINCH-HENRY JOB CORPS CENTER 05/2010	MS	PANOLA	38606	662-563-4656		Northeast
FINDLAY TOWNSHIP MUNICIPAL AUTHORITY	PA	ALLEGHENY	15026	724-695-3108		Northeast
FINELINE FURNITURE	IN	MARION	46268	317-802-2200		Northeast
FINGER LAKES DDSO	NY	MONROE	14424			Northeast
FINISHING TOUCH OF FAIRFIELD INC	IA	JEFFERSON	52556	641-472-4484		Northeast
FIRE & RESCUE SERVICES	MD	MONTGOMERY	20878	240-777-2210		Northeast
FIRE DISTRICT NO 1	NJ	CAMDEN	08096	856-767-1839		Northeast
FIRESIDE OFFICE PRODUCTS INC	ND	BURLEIGH	58504	701-258-8586		Northeast
FIRST CALL OFFICE PRODUCTS	MD	MONTGOMERY	20879	301-963-8080		Northeast
FIRST STEP OF SARASOTA	FL	SARASOTA	34234	941-366-5333		Northeast
FISCAL AFFAIRS DEPTARTMENT OF TRANSPORTATION	NY	NEW YORK	10041			Northeast
FISHKILL COMBO LODGING PARTNERS	CO	BOULDER	80027	303-996-8132		Northeast
FIT AVIATION LLC	FL	BREVARD	32901	321-674-6515		Northeast
FIXTUR WORLD INC	TN	PUTNAM	38544	931-528-7259		Northeast
FLATWATER SOLUTIONS COMPANY	NE	THURSTON	68071	402-878-4244		Northeast
FLEMING INTERIOR GROUP	IN	MARION	46240	317-316-8300		Northeast
FLH MEDICAL PC	NY	ONTARIO	14456	315-230-5646		Northeast
FLINT RIVER REGIONAL LIBRARY	GA	SPALDING	30223	770-412-4770		Northeast
FLOOD BROTHERS INC	GA	FULTON	30350	404-799-3744		Northeast
FLOOR SHOW COMPANIES	IA	DUBUQUE	52002	563-557-9952		Northeast
FLORIDA A&M UNIVERSITY	FL	LEON	32314-7238	850-599-8696		Northeast
FLORIDA BUSINESS INTERIORS - TAMPA BAY	FL	HILLSBOROU	33605	813-549-7310		Northeast
FLORIDA DEPARTMENT OF CORRECTIONS	FL	LEON	32317			Northeast
FLORIDA DEPARTMENT OF HEALTH IN OKALOOSA COUNTY	FL	OKALOOSA	32548			Northeast
FLORIDA DEPARTMENT OF HEALTH IN ORANGE COUNTY	FL	ORANGE	32809			Northeast
FLORIDA INTERNATIONAL UNIVERSITY	FL	MIAMI-DADE	33199	321-674-7407		Northeast
FLORIDA STATE UNIVERSITY	FL	LEON	32306	850-644-5021		Northeast
FLORIDA STATE UNIVERSITY	FL	LEON	32306	850-644-5021		Northeast
FLORIDA TECH	FL	BREVARD	32901	321-674-8110		Northeast
FLUID INTERIORS	MN	HENNEPIN	55403	612-746-8700		Northeast
FLUOR FEDERAL SOLUTIONS	NM	DONA ANA	88012			Northeast
FLUOR FEDERAL SOLUTIONS LLC	SC	GREENVILLE	29607	864-281-4400		Northeast
FLUOR MARINE PROPULSION	PA	ALLEGHENY	15122-0391	412-476-7634		Northeast
FM OFFICE EXPRESS	NY	MONROE	14445	585-238-2880		Northeast
FM SENIOR LIVING REALTY LP	TX	DALLAS	75360	214-862-1946		Northeast

FMI OFFICE SPACE DEVELOPMENT LLC	CA	LOS ANGELE	90040	323-776-9107		Northeast
FOB CHARLOTTE INC	NC	UNION	28173	803-578-9085		Northeast
FOCAL POINT INTERIORS, INC.	FL	LEE	33907	239-278-0019		Northeast
FOCUS DESIGN INTERIORS INC	GA	FULTON	30318	404-350-2181		Northeast
FOLCO, INC.	GA	ATHENS	30601-2514	706-543-1320	Yes	Northeast
FOLEY DESIGN ASSOCIATES	GA	FULTON	30318	404-761-1299		Northeast
FOLEY HOTEL ONE LLC	GA	FULTON	30309	404-418-0121		Northeast
FOOD & DRUG ADMINISTRATION	MA	MIDDLESEX	02180	781-587-7448		Northeast
FOOD AND DRUG ADMINISTRATION	MD	PRINCE GEO	20740	240-403-3027		Northeast
FORBES OFFICE EQUIPMENT	IA	JASPER	50208	641-792-6168		Northeast
FORD HOTEL SUPPLY CO	MO	SAINT LOUI	63102	314-480-4015		Northeast
FOREST CITY REGIONAL SD	PA	SUSQUEHANN	18421	570-785-2400		Northeast
FOREST COUNTY POTAWATOMI	WI	FOREST	54520	715-478-7234		Northeast
FOREST HILLS SCHOOL DISTRICT	PA	CAMBRIA	15955	814-487-7613		Northeast
FORM AND FUNCTION	MI	BAY	48708	989-895-0909		Northeast
FORMCRAFT INTERIORS	PA	DELAWARE	19032	610-532-4600		Northeast
FORMS & SUPPLY, INC.	NC	CHARLOTTE	28213-6332	800-845-2013 X2511	Yes	Northeast
FORMS AND SUPPLY INC	NC	MECKLENBUR	28256	704-598-8971		Northeast
FORT LEE BOARD OF EDUCATION	NJ	BERGEN	07024	201-585-4612		Northeast
FORWARD SPACE	IL	COOK	60642	312-942-1100		Northeast
FORWARD TILT, LLC	AZ	MARICOPA	95251	480-237-3737		Northeast
FOUR U OFFICE SUPPLIES INC	OH	MERCER	45822	419-586-3025		Northeast
FOWLERS	GA	CLARKE	30601	706-543-1320		Northeast
FOX ARMY HEALTH CENTER	AL	MADISON	35898	256-955-6592		Northeast
FOX CHAPEL AREA SCHOOL DISTRICT	PA	ALLEGHENY	15238-2406	412-963-9600		Northeast
FRANK COONEY COMPANY INC	IL	DUPAGE	60191	630-694-8800		Northeast
FRANK J BASLOE LIBRARY	NY	HERKIMER	13350	315-866-1733		Northeast
FRANKLIN & MARSHALL COLLEGE	PA	LANCASTER	17604	717-358-4575		Northeast
FRANKLIN INTERIORS INC	PA	ALLEGHENY	15222-4089	412-261-2525		Northeast
FRANKLIN MCNEAL LTD	GA	FORSYTH	30005	770-781-9572		Northeast
FRANKLIN SQUARE UFSD	NY	NASSAU	11010	516-481-4100		Northeast
FRASER PARTNERS LLC	FL	PALM BEACH	33498	610-784-0400		Northeast
FRAZIER SCHOOL DISTRICT	PA	FAYETTE	15473	724-736-1121		Northeast
FREDERICK CO PUBLIC SCHOOLS	VA	WINCHESTER	22601	540-662-3888		Northeast
FREEDMANS OFFICE FURNITURE INC	FL	HILLSBOROU	33607	813-875-7775		Northeast
FREEDOM INTERIOR SOLUTIONS	MO	JACKSON	64130	816-265-1110	Yes	Northeast
FREEDOM INTERIOR SOLUTIONS, LLC	MO	KANSAS CITY	64111-2607	816-265-1110	Yes	Northeast
FREEDOM OFFICE FURNITURE	GA	COBB	30144	770-514-0822		Northeast
FREEMAN FORMS & SUPPLY	GA	FULTON	30354	404-768-2387		Northeast
FREEPORT AREA SCHOOL DISTRICT	PA	ARMSTRONG	16229	724-295-5141		Northeast
FREMONT UNION HIGH SCHOOL DISTRICT	CA	SANTA CLAR	94087	408-522-2200		Northeast
FRIANT & ASSOCIATES	CA	ALAMEDA	94601	510-535-5113		Northeast
FRIENDS SERVICE CO INC	OH	HANCOCK	45840	800-427-1704		Northeast
FROHWEIN OFFICE	IA	JOHNSON	52241	319-338-7701		Northeast
FROST BARBER INC	LA	EAST BATON	70809-1966	225-926-5000		Northeast
FURNISHING PARTNERS & RELOCATION SERVICES INC	TX	TARRANT	76094	817-891-5588		Northeast
FURNITURE BY GEORGE INC	FL	PINELLAS	33762	727-561-0325		Northeast
FURNITURE CONSULTANTS INC	NY	NEW YORK	10119	212-229-4500		Northeast
FURNITURE CONSULTANTS INC.-TX	TX	DALLAS	75207	214-748-9600		Northeast
FURNITURE GROUP THE	MA	MIDDLESEX	01701	508-620-0711		Northeast
FURNITURE INDUSTRIES INC	MN	HENNEPIN	55427	612-827-1744		Northeast
FURNITURE MARKETING GRP	TX	COLLIN	75093	214-556-4700		Northeast
FURNITURE MART USA	SD	MINNEHAHA	57105	605-336-5000		Northeast
FURNITURE OPTIONS INC	MN	RAMSEY	55110	651-483-5030		Northeast
FURNITURE PLUS INC	HI	HONOLULU	96813	808-526-2018		Northeast
FURNITURE RESOURCE & DESIGN LLC	AZ	MARICOPA	85261	480-899-8234		Northeast
FURNITURE SOLUTIONS FOR THE WORKPLACE	OH	HAMILTON	45246	513-891-2010		Northeast
FURNITURE SOLUTIONS INC	FL	PALM BEACH	33454	561-965-0031		Northeast
FURNITURE SOLUTIONS PLUS LLC	NC	FORSYTH	27105	336-759-0268		Northeast
FURNITURE SOUP INC	PA	BERKS	19605	610-926-8704		Northeast
FURNITURE SOURCE THE	MN	HENNEPIN	55344	952-829-7100		Northeast
FURNITURE SPEAK INC	VA	FAIRFAX CI	22038	703-459-9500	Yes	Northeast
FURNITURE SYSTEMS & CUBICLES	TX	HARRIS	77041	713-460-1037		Northeast
FURNITURELAND SOUTH	NC	GUILFORD	27282	336-822-3384		Northeast
FURNITURESPEAK, INC.	VA	FAIRFAX	22032-2922	703-459-9500		Northeast
FUSE STUDIO INC	MN	HENNEPIN	55405	612-345-4833		Northeast
FUTURE HEALTH CONCEPTS	FL	SEMINOLE	32773	407-322-3672		Northeast
FUZEHUB INC.	NY	ALBANY	12210	518-768-7030		Northeast
FWH II LITTLE ROCK LLC	MD	HOWARD	21044	410-964-2222		Northeast
G & F INTERIOR DESIGN	FL	BROWARD	33324	954-478-2755		Northeast

G.P.C AND ASSOCIATES LC	VA	HENRICO	23230	804-358-7979		Northeast
GA BLANCO AND SONS INC	MA	BERKSHIRE	01230	413-528-9500	Yes	Northeast
GA DEPARTMENT OF DEFENSE	GA	COBB	30060	478-445-3725		Northeast
GA DEPARTMENT OF NATURAL RESOURCES	GA	FLOYD	30105	706-295-6041		Northeast
GA DEPT OF NATURAL RESOURCES	GA	FULTON	30334	404-651-7977		Northeast
GA TECH	GA	FULTON	30332	404-692-8838		Northeast
GADSDEN INDEPENDENT SCHOOL DISTRICT	NM	DONA ANA	88021	575-882-6252		Northeast
GADSDEN STATE COMM.COLLEGE	AL	ETOWAH	35902-0227	256-549-8320		Northeast
GADSDEN STATE COMMUNITY COLLEGE	AL	ETOWAH	35902-0227	256-549-8244		Northeast
GAINESVILLE STATE COLLEGE	GA	HALL	30503	678-717-3527		Northeast
GALLAUDET UNIVERSITY	DC	DISTRICT O	20002	202-651-5296		Northeast
GALWAY PUBLIC LIBRARY	NY	SARATOGA	12074	518-882-6385		Northeast
GAME AND FISH DEPARTMENT	NM	DONA ANA	88011	505-522-8382		Northeast
GANNON UNIVERSITY	PA	ERIE	16541	814-871-7429		Northeast
GARRETT ENTERPRISES DBA TRAVIS SCHOOL EQUIPMENT INC	KY	MCCRACKEN	42029	270-442-8888		Northeast
GARRISON COLUMBIA LLC	MA	SUFFOLK	02127	617-268-7000		Northeast
GARTH ANDREWS COMPANY	OH	SUMMIT	44210	330-666-2504		Northeast
GARVEYS OFFICE PRODUCTS	IL	COOK	60714	847-588-1690		Northeast
GATEHOUSE DECATUR OWNERSHIP DECATUR	TX	COLLIN	75093	972-616-8349		Northeast
GATEWAY PRINTING & OFFICE SUPPLY	TX	BEXAR	78247	956-383-3861		Northeast
GATOR OFFICE FURNITURE WAREHOUSE	FL	DUVAL	32207	904-724-6400		Northeast
GAYLORD BROS INC	NY	ONONDAGA	13221	315-457-5070		Northeast
GAZOR GROUP	CA	SAN FRANCI	94108	415-291-8300		Northeast
GBC ROCK HILL LLC	PA	BUTLER	16063	724-452-2114		Northeast
GBP DIRECT, INC	LA	JEFFERSON	7006	504-464-0000		Northeast
GBSN DESIGN	TN	SHELBY	38104	901-218-8506		Northeast
GDOT DESIGN LLC	OH	PORTAGE	44241	330-528-1251		Northeast
GENCO BUSINESS SYSTEMS INC	FL	COLLIER	34109	239-464-8175		Northeast
GENERAL JACOB E SMART CONFERENCE CENTER	MD		20762	240-501-6453		Northeast
GENERAL OFFICE INTERIORS	NJ	UNION	07083	908-688-9400		Northeast
GENERAL OFFICE PRODUCTS CO	MN	HENNEPIN	55416	952-925-7500		Northeast
GENERAL OFFICE SUPPLY CO, INC	LA	LAFAYETTE	70502	337-237-2563		Northeast
GENERAL SERVICES ADMIN	WA	KING	98001	253-931-7126		Northeast
GENERAL SERVICES DEPT - STATE OF NM	NM	SANTA FE	87505	505-827-2177		Northeast
GENERAL SERVICES DIVISION OF BUILDING DESIGN AND CONSTRUCTIC	MD	MONTGOMERY	20850	240-777-5039		Northeast
GENESEE INTERMEDIATE SCHOOL DISTRICT	MI	GENESEE	48507	810-591-4400		Northeast
GENESEE OFFICE INTERIORS, INC	NY	MONROE	14610-1825	585-224-8280	Yes	Northeast
GENESEE VALLEY BOCES	NY	GENESEE	14482	585-344-7900		Northeast
GENESIS HOSPITALITY	ON		L4W 0A5			Northeast
GENEVA GENERAL HOSPITAL	NY	ONTARIO	14456	315-787-4079		Northeast
GENTERRO	CO	DENVER	80203	720-371-7436		Northeast
GENTILE INTERNATIONAL HOSPITALITY SERVICES (GIHS) INC AS AGENT	QC		H9A 0A5			Northeast
GEORGE W ALLEN CO INC	MD	PRINCE GEO	20705	240-542-1401		Northeast
GEORGE W. ALLEN CO., INC.	MD	BELTSVILLE	20705-2213	410-721-8803		Northeast
GEORGETOWN FIRE DEPARTMENT	KY	SCOTT	40324	502-863-9800		Northeast
GEORGIA BUREAU OF INVESTIGATION	GA	DEKALB	30037	404-270-8362		Northeast
GEORGIA BUSINESS FURNITURE	GA	CHEROKEE	30189	404-421-7076		Northeast
GEORGIA BUSINESS SYSTEMS	GA	GWINNETT	30010	770-343-8640		Northeast
GEORGIA COLLEGE & STATE UNIVERSITY	GA	BALDWIN	31061	478-445-6540		Northeast
GEORGIA DEPARTMENT OF HUMAN SERVICES	GA	FULTON	30303	404-232-1116		Northeast
GEORGIA DEPARTMENT OF LABOR	GA	FULTON	30303	404-232-3578		Northeast
GEORGIA DEPARTMENT OF PUBLIC SAFETY	GA	FULTON	30371-1456	404-624-7751		Northeast
GEORGIA DEPARTMENT OF TRANSPORTATION	GA	HALL	30503	706-348-4848		Northeast
GEORGIA DEPT OF PUBLIC SAFETY	GA	MONROE	31029	478-993-4662		Northeast
GEORGIA DEPT OF REVENUE	GA	DEKALB	30345	404-417-2188		Northeast
GEORGIA GWINNETT COLLEGE	GA	GWINNETT	30043	678-407-5854		Northeast
GEORGIA INSTITUTE OF TECHNOLOGY	GA	FULTON	30332-0253	404-894-5229		Northeast
GEORGIA PERIMETER COLLEGE	GA	DEKALB	30034	678-891-2067		Northeast
GEORGIA PERIMETER COLLEGE	GA	FULTON	30331	000-000-0000		Northeast
GEORGIA PORTS AUTHORITY	GA	CHATHAM	31402	912-964-3894		Northeast
GEORGIA POST COUNCIL	GA	COBB	30111	770-732-5940		Northeast
GEORGIA SOUTHERN UNIVERSITY	GA	BULLOCH	30460	912-478-7800		Northeast
GEORGIA SOUTHERN UNIVERSITY	GA	CHATHAM	31419	912-344-2785		Northeast
GEORGIA SPECIALTY EQUIPMENT, LLC	GA	FAYETTE	30214	770-461-2090		Northeast
GEORGIA STATE FINANCING & INVESTMENT COMMISISION	GA	FULTON	30334	404-463-5600		Northeast
GEORGIA STATE UNIVERSITY	GA	FULTON	30302	404-413-3051		Northeast
GEORGIA TECH ATHLETIC ASSOCIATION	GA	FULTON	30332-0455	404-894-5474		Northeast
GEORGIA WORLD CONGRESS CENTER	GA	FULTON	30313	404-223-4100		Northeast
GERRY SMITH OFFICE PRODUCTS, INC.	MD	MONTGOMERY	20855	301-926-9550		Northeast
GET TO WORK LLC	AR	PULASKI	72116	501-231-7676		Northeast

GILLESPIE COMMERCIAL FURNISHINGS	NY	ALBANY	12205	518-862-0700		Northeast
GINNYS CREATIVE DESIGNS	FL	POLK	33883	863-324-2144		Northeast
GIVE SOMETHING BACK INC	CA	ALAMEDA	94621	800-261-2619		Northeast
GL SEAMAN AND COMPANY	TX	DENTON	75007	214-764-6400		Northeast
GL SOLUTIONS 3 LLC	NM	BERNALILLO	87113	505-883-6471		Northeast
GLACIER HOUSE HOTEL	AZ	MARICOPA	85251	480-543-1041		Northeast
GLASS DISTRIBUTORS, INC.	MD	BLADENSBURG	20710-2144	301-261-3336	Yes	Northeast
GLAVE'S & HOLMES ARCHITECTURE	VA	RICHMOND	23223	804-649-9303		Northeast
GLB INTERIORS LLC	NY	ERIE	14225	716-276-8981		Northeast
GLENN BUSINESS INTERIORS	AZ	MARICOPA	20664	602-437-8941		Northeast
GLENS FALLS CITY SCHOOL DISTRICT	NY	WARREN	12801	518-792-1451		Northeast
GLENS FALLS HOSPITAL	NY	WARREN	12801	518-926-5007		Northeast
GLENVILLE TOWN COURT	NY	SCHENECTAD	12302	518-688-1200		Northeast
GLOBAL COMMERCIAL FURNISHINGS INC	FL	PALM BEACH	33414	561-429-4004		Northeast
GLOBAL DISTRIBUTORS INC	MD	MONTGOMERY	20814	301-657-3557		Northeast
GLOBAL FIN SVCS (RM/GFS/ADO/FM)	SC	CHARLESTON	29415	877-704-9473		Northeast
GLOBAL OFFICE SOLUTIONS	MI	OAKLAND	48375			Northeast
GLOBAL REACH PLANNING CENTER	IL	SAINT CLAI	62225	999-999-9999		Northeast
GLOBAL WORKPLACE SOLUTIONS FFE LLC	OH	BUTLER	45069	513-759-3757		Northeast
GLOUCESTER CO COUNTY STORE	NJ	GLOUCESTER	08096	856-853-3420		Northeast
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY	NJ	GLOUCESTER	08020	856-423-5318		Northeast
GLOUCESTER COUNTY LIBRARY	NJ	GLOUCESTER	08062	856-223-6000		Northeast
GLOUCESTER COUNTY SPECIAL SVCS SD	NJ	GLOUCESTER	08080	856-468-6530		Northeast
GLOUCESTER COUNTY UTILITIES AUTHORITY	NJ	GLOUCESTER	08066	856-423-3500		Northeast
GLOVER EQUIPMENT INC	MD	BALTIMORE	21030	410-771-8000		Northeast
GLOVER FURNITURE & DESIGN GROUP INC	MD	BALTIMORE	21204	410-771-8000		Northeast
GLOVERSVILLE PUBLIC LIBRARY	NY	FULTON	12078	518-725-2819		Northeast
GLT TOTAL OFFICE	FL	POLK	33803	863-686-1799		Northeast
GM BUSINESS INTERIORS	CA	RIVERSIDE	92501	800-686-6583		Northeast
GMK ASSOCIATES INTERIOR DESIGN DIVISION	SC	RICHLAND	29201	803-255-0354		Northeast
GNP & ASSOCIATES INC	IL	COOK	60611	312-329-8479		Northeast
GODDARD SPACE FLIGHT CENTER	MD	PRINCE GEO	20771	301-286-1622		Northeast
GODNICKS GRAND FURNITURE	VT	RUTLAND	05701	802-775-7000		Northeast
GOFORTH & MARTI	CA	SAN DIEGO	92101-3702	800-686-6583		Northeast
GOODMANS INC	AZ	MARICOPA	85002	602-263-1110	Yes	Northeast
GOODMAN'S, INC.	AZ	PHOENIX	85014-4928	520-628-2702	Yes	Northeast
GOODWILL SERVICES	VA	RICHMOND C	23225	804-279-8792		Northeast
GORDON COLLEGE	GA	LAMAR	30204	678-359-5211		Northeast
GORDON COUNTY BOARD OF EDUCATION	GA	GORDON	30703-7000	706-629-7366		Northeast
GOSHEN CENTRAL SCHOOLS	NY	ORANGE	10924			Northeast
GOSHEN PUBLIC LIBRARY	NY	ORANGE	10924	848-294-6606		Northeast
GOUVERNEUR HOSPITAL	NY		13645-1040	315-244-8163		Northeast
GOVERNMENT INTERIORS	MA	PLYMOUTH	02339	508-591-7326		Northeast
GOVSOLUTIONS INC	VA	VIRGINIA B	23451	757-430-7890	Yes	Northeast
GOVSOLUTIONS, INC.	VA	VIRGINIA BEACH	23451-5863	757-430-7890	Yes	Northeast
GRAHAM PACKAGING COMPANY	PA	YORK	17402	717-849-8500		Northeast
GRAINGER	IL	COOK	60038	847-793-6344		Northeast
GRAND RAPIDS MARRIOTT COURTYARD	CO	ARAPAHOE	80112	303-689-0800		Northeast
GRANITE STATE CONTRACT FURNISHINGS LTD	NH	CARROLL	03845	603-356-5954		Northeast
GRASSROOTS CONTRACT INTERIORS	NY	ERIE	14201	716-531-8641		Northeast
GREAT JOURNEY WEST LLC	MO	SAINT CHAR	63303		Yes	Northeast
GREAT JOURNEY WEST, LLC	MO	SAINT CHARLES	63303-4620	314-478-5792	Yes	Northeast
GREAT LAKES FISHERY COMMISSION	MI	WASHTENAW	48105	734-662-3209		Northeast
GREAT LAKES FURNITURE SUPPLY	MI	OTTAWA	49424	616-296-1201		Northeast
GREATER HARDIN COUNTY NARCOTICS TASK FORCE	KY	HARDIN	42701	270-769-0694		Northeast
GREATER JOHNSTOWN SCHOOL DISTRICT	NY	FULTON	12095	518-762-4611		Northeast
GREATER SOUTHERN TIER BOCES	NY	CHEMUNG	14903	607-739-3581		Northeast
GREATER SOUTHERN TIER BOCES	NY	CHEMUNG	14903	607-739-3581		Northeast
GREEN OFFICE FURNITURE SOLUTIONS, LLC	OH	HILLIARD	43026-7124	614-452-7222	Yes	Northeast
GREENLAWN WATER DISTRICT	NY	SUFFOLK	11740	631-261-0874		Northeast
GREENVILLE AREA SCHOOL DISTRICT	PA	MERCER	16125	724-588-2502		Northeast
GREENVILLE OFFICE SUPPLY CO	SC	SPARTANBUR	29651	864-233-5346		Northeast
GREENWOOD FLOOR & GREAT IMPRESSIONS DESIGN CTR	OH	MARION	43302	740-387-3976		Northeast
GREENWOOD LAKE UFSD	NY	ORANGE	10925	845-782-8678		South
GREENWOOD OFFICE OUTFITTERS	TX	TARRANT	76133	817-926-0281		South
GREGORY GRIER INC	NC	MECKLENBUR	28203	704-375-3375		South
GREGORY HELMS	CA	ALAMEDA	94501	510-512-0979		South
GRIFFIN SPALDING COUNTY SCHOOLS	GA	SPALDING	30224	770-229-3700		South
GROOMS OFFICE ENVIRONMENTS	MO	GREENE	65804	417-883-4646		South
GSA	TX	TARRANT	76102			South

GSA ACCOUNTS PAYABLE BRANCH	MO	JACKSON	64141	816-926-7287		South
GSA FLEET MGMT DIVISION	CA	SAN FRANCI	94102	415-522-2876		South
GSA LOGISTICS OPERATIONS CENTER	VA	FAIRFAX	22150	703-922-3322		South
GSA-NASA	MS	HANCOCK	39529			South
GSA-US MINT	PA	PHILADELPH	19106			South
GSI OFFICE ENVIRONMENTS	GA	DEKALB	30338	678-527-1050		South
GTK COMPANY	NY	KINGS	11231	718-237-0033		South
GUADALUPE REGIONAL MEDICAL CENTER	TX	GUADALUPE	78155	830-401-7320		South
GUERNSEY OFFICE PRODUCTS	PA	DAUPHIN	17106	717-948-5215		South
GUEST INTERIORS LLC	NC	CATAWBA	28601	828-244-5738		South
GUIDEWELL SOURCE	FL	DUVAL	32202-0665	904-791-0271		South
GUILDERLAND CENTRAL SCHOOL DISTRICT	NY	ALBANY	12085	518-456-6200		South
GULF OF MEXICO	MS	HARRISON	39501	228-679-5915		South
GULF SOUTH BUSINESS SYSTEMS AND CONSULTANTS INC	LA	EAST BATON	70816	225-275-6673		South
GUNLOCKE COMPANY L.L.C., THE	NY	WAYLAND	14572-9515	563-299-7300		South
Guthrie Interiors LLC	NC	CARTERET	28557	252-648-8329	Yes	South
GUY BROWN INTERIORS	TN	WILLIAMSON	37027	615-425-5252		South
GVRA HQ EXEC OFCS	GA	FULTON	30334	770-713-2314		South
GWINETT COUNTY	GA	GWINNETT	30046	770-619-6400		South
GWR ILLINOIS PROPERTY OWNER LLC	CO	BOULDER	80027	847-443-5029		South
GWR MINNESOTA PROPERTY OWNER LLC	CO	BOULDER	80027	847-443-5029		South
H AND H INTERIORS INC	PA	BUCKS	19053	215-806-4528		South
H COUNCILL TRENHOLM	AL	MONTGOMERY	36108	334-420-4256		South
H2 ATLANTIC AGENCIES INC.	NS		B3B1W9	902-499-4211		South
H2 OFFICE DESIGNS	WA	KING	98052	425-250-0770		South
HA OFFICE 515, INC.	GA	DEKALB	30058	770-879-8420	Yes	South
HADDON HEIGHTS BOARD OF EDUCATION	NJ	CAMDEN	08035	856-547-1412		South
HADDONFIELD BOARD OF EDUCATION	NJ	CAMDEN	08033	856-429-7510		South
HALLIDAY MEDICAL MRKTG ASSOC	MA	NORFOLK	02081	508-668-8636		South
HAMAM DEVELOPMENT	FL	ORANGE	32835			South
HAMEL INTERIORS INC.	CA	RIVERSIDE	92562	951-600-2783		South
HAMILTON	NY	ONEIDA	13323	315-859-4998		South
HAMILTON BUSINESS INTERIORS LLC	MD	BALTIMORE	21111	410-241-7976	Yes	South
HAMILTON BUSINESS INTERIORS, LLC	MD	MONKTON	21111-1228	410-343-0430	Yes	South
HAMMOCK DECOR	FL	FLAGLER	32136	386-449-8749		South
HAMPTON INN & SUITES HERNDON	VA	FAIRFAX	20170	703-864-5948		South
HAMPTON OFFICE PRODUCTS	PA	WESTMORELA	15601	724-836-6430		South
HAMPTON STATIONERY	VA	HAMPTON CI	23669	757-722-7712		South
HANJIN INTERNATIONAL CORPORATION	TX	DALLAS	75244	972-239-5555		South
HANNAHERS INC	ND	CASS	58103	701-277-7222		South
HAPPYS OF MADISONVILLE INC	KY	HOPKINS	42431	270-821-6300		South
HARBOR HOTEL INVESTMENTS	MI	OAKLAND	48334	248-862-2844		South
HARBORFIELDS PUBLIC LIBRARY	NY	SUFFOLK	11740	631-757-4200		South
HARLEM HOSPITAL	NY	NEW YORK	10037	212-323-2346		South
HARRIS COUNTY AUDITOR	TX	HARRIS	77002	713-755-2892		South
HARRIS COUNTY BOARD OF COMMISSIONERS	GA		31811-0365	000-000-0000		South
HARRIS COUNTY HOSPITAL DISTRICT	TX	HARRIS	77266	713-566-6704		South
HARRIS OFFICE FURNITURE CO INC	VA	ROANOKE CI	24016	540-344-5549		South
HARRIS OFFICE INTERIORS	WA	YAKIMA	98901	253-981-3870		South
HARRIS WORK SYSTEMS INC	OR	WASHINGTON	97223	503-643-3018		South
HARRISBURG OFFICE FURNITURE INC	PA	CUMBERLAND	17011	717-730-2113		South
HARRISON CENTRAL SCHOOL DISTRICT	NY	WESTCHESTE	10528	914-835-3300		South
HARTMAN DESIGN GROUP, INC.	MD	MONTGOMERY	20850	301-838-9306		South
HARTMAN OFFICE FURNITURE INC	NJ	MORRIS	07981	973-428-2929		South
HARTWICK COLLEGE	NY	OTSEGO	13820	607-431-4000		South
HARVESTTIME OFFICE FURNITURE	VA	SUFFOLK CI	23435	757-617-2673		South
HASKELL NEW YORK INC.	NY	KINGS	11230	877-767-9669		South
HAUSDORF INC/DBA:NATIONAL CHAIR & FURNITURE	MO	SAINT LOUI	63103	314-652-0166		South
HAWORTH, INC.	MI	HOLLAND	49423-9570	616-393-4029		South
HAZEL TREE INTERIORS	OH	SUMMIT	44303	330-761-3100		South
HBI OFFICE SOLUTIONS INC	TX	WALKER	77320	936-295-5708		South
HDB DESIGN GROUP	FL	VOLUSIA	32119	386-492-2920		South
HDW COMMERCIAL INTERIORS	IN	LAKE	46410	219-472-8383		South
HEALTH CARE REIT INC	TN	WILLIAMSON	37027	615-377-8607		South
HEALTHCARE ENVIRONMENTS LIFESTYLE PRODUCTS LLC	NC	CATAWBA	28603	828-328-8929		South
HEATHER MEIKLE INTERIORS	WA	KING	98004	425-967-3885		South
HEILU INC	CA	LOS ANGELE	91750	909-962-6547		South
HEIRLOOMS INC	IA	POLK	50265	515-216-4345		South
HELIO HEALTH	NY	ONONDAGA	13202	315-474-5506		South
HENRICKSEN & COMPANY INC	IL	DUPAGE	60143	630-875-0296		South

HENRIETTA AMBULANCE	NY	MONROE	14623	585-334-4190		South
HENRIKSEN BUTLER DESIGN GROUP INC- UTAH	UT	SALT LAKE	84111	801-363-5881		South
HENRY COUNTY	GA	HENRY	30253	770-288-6027		South
HENRY COUNTY BOC	GA	HENRY	30252	770-288-6027		South
HENRY COUNTY SHERRIFFS OFFICE	GA	HENRY	30253	770-288-7105		South
HENRY COUNTY WATER & SEWERAGE AUTHORITY	GA	HENRY	30253	770-957-6659		South
HENRY HALL OFFICE PRODUCTS	PA	INDIANA	15701	724-463-9111		South
HENRY M JACKSON FOUNDATION	MD	MONTGOMERY	20817	240-694-4032		South
HERALD OFFICE SUPPLY, INC.	SC	DILLON	29536-2440	843-774-5155	Yes	South
HERALD OFFICE SYSTEMS	SC	DILLON	29536	843-774-5155	Yes	South
HERMAN CONSTRUCTION GROUP, INC	CA	SAN DIEGO	92029	858-277-7100		South
HERMAN MILLER GLOBAL CUSTOMER SOLUTIONS, INC.	MI	OTTAWA	49464	616-654-8178		South
HERMAN MILLER, INC.	MI	ZEELAND	49464-1366	6166547074		South
HERMITAGE SCHOOL DISTRICT	PA	MERCER	16148	724-981-8750		South
HERRE CONSULTING	PA	DAUPHIN	17106	717-943-7034		South
HEWLET WOODMERE PUBLIC SCHOOLS	NY	NASSAU	11598	516-792-4859		South
HICKSVILLE PUBLIC LIBRARY	NY	NASSAU	11803	516-931-1417		South
HIDALGO MEDICAL SERVICES	NM	HIDALGO	88045			South
HIGH HOTELS LTD	CO	BOULDER	80027	303-468-4882		South
HIGH POINT INDUSTRIES INC	NC	GUILFORD	27263	800-447-3462		South
HIGH POINT UNIVERSITY	NC	GUILFORD	27268	336-841-4516		South
HIGHLAND PUBLIC LIBRARY	NY	ULSTER	12528	845-691-2275		South
HILL AFB DLA	UT	DAVIS	84056	801-777-4352		South
HILL HAVEN ACCOUNTS PAYABLE	NY	MONROE	14610-0759	585-922-1869		South
HILLSMAN	GA	FULTON	30318	678-608-2830		South
HILTON SUPPLY MANAGEMENT	VA	FAIRFAX	22102	703-883-5958		South
HINES GEORGETOWN LLC	CO	ARAPAHOE	80112	303-689-0800		South
HINT DESIGN INC DBA HARRIS INTERIORS	GA	FULTON	30324	404-492-5997		South
HIRAM G ANDREWS CENTER	PA	CAMBRIA	15905	800-762-4211		South
HISTORIC NATURE TRAIL HOTEL PARTNERS LLC	TN	SEVIER	37738	865-453-8090		South
HITOUCH BUSINESS SERVICES	TN	RUTHERFORD	37086	615-507-3519		South
HLM OFFICE INTERIORS	CA	SONOMA	94952	707-763-1332		South
HM FOR HEALTHCARE	GA	GWINNETT	30092	678-259-4830		South
HOCOHAN HOLDINGS INC DBA VALLEY OFFICE SYSTEMS	ID	BONNEVILLE	83401	208-529-2777		South
HOLIDAY INN EXPRESS CHARLOTTE	NC	WAKE	27529	919-669-7430		South
HOLITNA CONSTRUCTION, LLC	CA	SOLANO	94585	707-419-5052		South
HOLLEY CENTRAL SCHOOL	NY	ORLEANS	14470	585-638-6316		South
HOLLISTER HOTEL LP	GA	DEKALB	30340	678-672-4710		South
HOLMES & BRAKEL	FL	HILLSBOROU	33619	813-229-6869		South
HOLMES & BRAKEL BUS. INTERIORS	FL	DUVAL	32256	904-538-9883		South
HOLMES RIDDELL OFFICE CONCEPTS	OK	OKLAHOMA	73112	405-949-1971		South
HOMESPUN FURNITURE INC.	MI	WAYNE	48193	734-284-6277		South
HON COMPANY THE	IA	MUSCATINE	52761	563-272-7382		South
HONEYWELL TECHNOLOGY SOLUTIONS	MD	HOWARD	21046	410-964-7000		South
HOOVER PUBLIC LIBRARY	AL	JEFFERSON	35216	205-444-7828		South
HOOVERS COMMERCIAL SERVICES INC	CA	CONTRA COS	94520	925-687-5454		South
HOPE ENTERPRISES INC	PA	LYCOMING	17701	717-325-3745		South
HOPKINS COUNTY CLERK	KY	HOPKINS	42431	270-821-7361		South
HOPKINS COUNTY GIS COORDINATOR	KY	HOPKINS	42431			South
HOPKINS COUNTY HEALTH DEPARTMENT	KY	HOPKINS				South
HOPKINS COUNTY JAIL	KY	HOPKINS	42431	270-821-6704		South
HOPKINS COUNTY MADISONVILLE PUBLIC LIBRARY	KY	HOPKINS	42431	270-825-2680		South
HOPKINS COUNTY PVA	KY	HOPKINS	42431	270-821-3092		South
HOPKINS COUNTY SCHOOLS	KY	HOPKINS	42431	270-825-6000		South
HOPKINS COUNTY TREASURER	KY	HOPKINS	42431	270-821-2666		South
HOPPSTETTERS OFFICE PRODUCTS	AZ	YUMA	85364	928-782-3633	Yes	South
HORIZON HEALTH SERVICES	NY	ERIE	14068			South
HORNSTAR CORPORATION	GA	FORSYTH	30024	770-356-4507		South
HORST REALTY CO	PA	DAUPHIN	17033	717-583-2222		South
HOSEA PROJECT MOVERS	KY	CAMPBELL	41072	859-356-8900		South
HOSPICE CARE NETWORK	NY	NASSAU	11797	516-224-6445		South
HOSPITALITY DORAL, LLC	FL	PALM BEACH	33408	318-747-7772		South
HOSPITALITY FOCUSED SOLUTIONS	CA	LOS ANGELE	90806	562-424-1720		South
HOSPITALITY FURNISHINGS	ON		L1X 2S8	905-839-2788		South
HOSPITALITY FURNISHINGS AND DESIGN INC AS AGENT	PA	BUTLER	16063	724-452-2114		South
HOSPITALITY PURCHASING CONSULTANTS, LLC AS AGENT	CO		80129	702-891-5451		South
HOSPITALITY VENTURES MANAGEMENT GROUP	FL	ORANGE	32801	770-661-1492		South
HOTEL DEVELOPMENT PARTNERS LLC	GA	COBB	30339	678-505-8059		South
HOTEL DEVELOPMENT SERVICES	OH	BUTLER	45056	513-524-9500		South
HOTEL INDIGO SARASOTA	GA	FULTON	30309	404-564-6515		South

HOTEL REHABS, LLC	IL	COOK	60606	312-898-0080		South
HOUGHTON COLLEGE	NY	ALLEGANY	14744	585-567-9330		South
HOUSE ACCOMMODATION	CA	ORANGE	90630	714-995-4800		South
HOUSE OF REPRESENTATIVES	PA	DAUPHIN	17120	717-787-3109		South
HOUSING AND COMMUNITY AFFAIRS	MD	MONTGOMERY	20850	240-777-3708		South
HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH MN	MN	SAINT LOUI	55805	218-726-0167		South
HOUSING AUTHORITY CITY OF PITTSBURGH	PA	ALLEGHENY	15219	412-326-2127		South
HOUSING AUTHORITY OF COUNTY OF BEAVER	PA	BEAVER	15009	724-775-1220		South
HOUSING PRESERVATION AND DEVELOPMENT	NY	NEW YORK	10038			South
HOWARD UNIVERSITY HOSPITAL	DC	DISTRICT O	20060	202-865-6878		South
HOWE CONSTRUCTION	GA	FULTON	30076	770-643-0650		South
HOWINGTON OFFICE PRODUCTS LLC	NC	ROBESON	28372	910-775-9023		South
HOYLE OFFICE SUPPLIES INC	NC	BUNCOMBE	28704	828-681-8797		South
HP ATHENS LLC	NH	ROCKINGHAM	03857	603-292-6367		South
HPA DESIGN GROUP	TX		75240	972-596-1700		South
HPG INTERNATIONAL C/O HPG INTERNATIONAL	GA	FULTON	30309	470-719-2901		South
HPS MI INC	MI	BARRY	49333-0247	269-795-3308		South
HST CORPORATE INTERIORS	AL	JEFFERSON	35233	615-277-1080	Yes	South
HST CORPORATE INTERIORS, L.L.C.	AL	BIRMINGHAM	35233-3203	205-369-4101	Yes	South
HST INTERIOR ELEMENTS LLC	TN	DAVIDSON	37210	615-321-9590		South
HUBBLE MITCHELL & ASSOC	AR	PULASKI	72203	501-312-2700		South
HUD FORT WORTH ACCOUNTING CENTER	TX	TARRANT	76102	202-402-5623		South
HUDSON COUNTY COMMUNITY COLLEGE	NJ	HUDSON	07306	201-360-4686		South
HUDSON COUNTY SCHOOLS OF TECHNOLOGY	NJ	HUDSON	07047	201-662-6660		South
HUDSON OFFICE SOLUTIONS	IN	DAVIESS	47501	812-254-0495		South
HUDSON OFFICE SUPPLY INC	AL	HOUSTON	36303	334-792-3155		South
HUDSON RIVER HEALTHCARE	NY	NEW YORK	10016			South
HUDSON VALLEY COMMUNITY COLLEGE	NY	RENSSELAER	12181	518-629-4519		South
HUGHES RANKIN COMPANY INC	NC	GUILFORD	27261-2338	336-841-2363		South
HUMAN SERVICES DEPARTMENT	NM	SANTA FE	87507	505-827-5932		South
HUMAN SERVICES DEPT	NM	SANTA FE	87505	505-827-1390		South
HUMMELS OFFICE EQUIPMENT	NY	HERKIMER	13350	315-866-3860		South
HUNSBERGER OFFICE SUPPLY	PA	LYCOMING	17701	570-326-7492		South
HUNTER COLLEGE	NY	NEW YORK	10065	212-772-4362		South
HUNTER COLLEGE	NY	NEW YORK	10021	212-772-4440		South
HUNTINGDON VALLEY FIRE COMPANY, INC.	PA	MONTGOMERY	19006	215-947-2454		South
HUNTSVILLE UTILITIES	AL	MADISON	35804	256-535-1235		South
HURRICANE OFFICE SUPPLY AND PRINTING	TX	LUBBOCK	79423	806-749-3200		South
HURST OFFICE SUPPLIERS	KY	FAYETTE	40511	859-255-4422		South
HUSTONS COMMERCIAL INTERIORS AND OFFICE SUPPLIES	FL	MARTIN	34997	772-283-4594		South
HYATT PLACE HOUSTON I 290	TX	DALLAS	75006	469-647-3647		South
HYPHN	OR	MULTNOMAH	97232	503-226-4151		South
I D & A INC	KY	JEFFERSON	40208	502-562-9255		South
I.E. DESIGN	NE	LANCASTER	68506	402-618-4924		South
I3 GROUP, INC.	IL	LINCOLNSHIRE	60069-4207	847.325.1000		South
IADB	DC	DISTRICT O	20577	202-623-1359		South
IBB DESIGN	TX	COLLIN	75034	214-618-6600		South
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI	NY	NEW YORK	10029	212-241-4845		South
ID COLLABORATIVE INC	NC	GUILFORD	27408	336-370-1117		South
IDEAL OFFICE SOLUTIONS, LLC	MA	ESSEX	01844	978-327-5327		South
IDEAL OFFICE SOURCE	IN	ALLEN	46825	260-482-9674		South
IDS CR INTEGRATED DESIGN SOLUTIONS SOCIEDAD ANONIMA	SAN JOSE			787-706-0227		South
IE CONNECT LLC	CO	DENVER	80202	303-292-0437		South
IHP I OWNER JV LLC	CO	BOULDER	80027	303-468-4882		South
IMA CORPORATE INTERIORS	GA	FULTON	30328	678-393-1299		South
IMAGE BUSINESS INTERIORS	VA	VIRGINIA B	23454	757-962-9810		South
IMAGE BUSINESS INTERIORS LLC	VA	VIRGINIA BEACH	23454-4062	(757) 962-9810		South
IMAGE OFFICE ENVIRONMENTS LLC	NJ	UNION	07092	908-301-0074		South
IMAGEWORKS C317 LLC	TN	SHELBY	38118	901-360-8899		South
IMPACT INTERIORS, LLC	KS	WYANDOTTE	66106	913-815-6260		South
IMPACT OFFICE INTERIORS INC	GA	SPALDING	30224	770-228-0706		South
IMPACT OFFICE INTERIORS INC	IL	DUPAGE	60527	630-880-6375		South
IMSE RED PWF	AL	MADISON	35898	256-955-8048		South
INC VILLAGE OF PIERMONT	NY	ROCKLAND	10968	845-359-1258		South
INCORPORATED VILLAGE OF FLORAL PARK	NY	NASSAU	11001	516-326-6300		South
INCORPORATED VILLAGE OF PLANDOME	NY	NASSAU	11030	516-627-1748		South
INDEPENDENCE BUSINESS SUPPLY	OH	CUYAHOGA	44109-6010	216-398-8880		South
INDEPENDENCE CARE SYSTEM	NY	NEW YORK	10011	212-584-2500		South
INDIANA AREA SCHOOL DISTRICT	PA	INDIANA	15701	724-463-8713		South
INDIANA FURNITURE	IN	DUBOIS	47547-0270	812-482-5727		South

INDIANA UNIVERSITY OF PENNSYLVANIA	PA	INDIANA	15705	724-357-2289		South
INDOFF INC	MO	SAINT LOUI	63146	800-486-7867		South
INDUSTRIES FOR THE BLIND INC	WI	MILWAUKEE	53214	414-778-3040		South
INDUSTRIES FOR THE BLIND, INC.	WI	WEST ALLIS	53214-1016	414-778-3040		South
INFINIUM INTERIORS	HI	HONOLULU	96813	808-777-5490		South
INLAND AMERICAN LODGING BURLINGAME	FL	ORANGE	32837	407-352-0606		South
INLET PUBLIC LIBRARY	NY	HAMILTON	13360	315-357-6494		South
INLINE DESIGNS	IL	COOK	60649	773-752-6430		South
INN AT TALLAHASSEE, LLC	WV	UPSHUR	26201	304-472-7767		South
INNER DESIGN PURCHASING	TN	WILLIAMSON	37027	615-321-0696		South
INNERPLAN INC	AR	PULASKI	72113	501-320-1513		South
INNERSPACE DESIGN, INC	MI	WASHTENAW	48103	734-662-1133		South
INNERSPACE SYSTEMS, INC.	CA	LOS ANGELE	91355	661-799-7978		South
INNERSPAICE ARCHITECTURAL INTERIORS	AL	JEFFERSON	35201	205-252-3800		South
INNERSPAICE ARCHITECTURAL INTERIORS LLC	FL	FORT WALTON BEACH	32548-5518	850-664-1249		South
INNKEEPERS SUPPLY INC	TN	DAVIDSON	37210	615-370-0660		South
INNOVATIVE BUSINESS FURNITURE INC	AR	WASHINGTON	72762	479-872-2100		South
INNOVATIVE BUSINESS INTERIORS	MD	MONTGOMERY	20910	301-589-1500		South
INNOVATIVE COMMERCIAL ENVIRONMENTS	CA	SAN DIEGO	92121	858-947-7272		South
INNOVATIVE COMMERCIAL INTERIORS INC	NJ	MERCER	08628	609-538-8800		South
INNOVATIVE CORP. INTERIORS INC	MI	OAKLAND	48071	248-616-9505		South
INNOVATIVE FURNITURE SOLUTIONS LLC	GA	THOMAS	31757	229-221-2672		South
INNOVATIVE HOSPITALITY PURVEYORS INC	NC	GUILFORD	27409	561-374-2535		South
INNOVATIVE INTELLIGENT DESIGN, INC	LA	LAFAYETTE	70501	337-236-9107		South
INNOVATIVE OFFICE PRODUCTS LLC	PA	NORTHAMPTO	18040	610-253-9554		South
INNOVATIVE OFFICE SOLUTIONS	MN	DAKOTA	55337	951-808-9900		South
INNOVATIVE OFFICE SOLUTIONS	OH	MERCER	45860	419-925-5433		South
INNVISION	GA	SPALDING	30224	678-967-2020		South
INSIDE OUT OFFICE INTERIORS	UT	SALT LAKE	84102	801-973-2009		South
INSIDE SOURCE INC	CA	SAN MATEO	94070	650-508-9101		South
INSIDESOURCE NE	CT	FAIRFIELD	06851	203-847-0000		South
INSIGHT CHICAGO	IL	COOK	60657	773-933-2252		South
INSITE IN MIND	CA	SAN MATEO	94403	650-576-2258		South
INSPACES	OH	HAMILTON	45240	513-225-4463		South
INSPIRE BUSINESS INTERIORS	TN	WASHINGTON	37604	423-282-5400		South
INSPIRE STUDIOS LLC	TX	SMITH	75703	214-684-1966		South
INSTITUTIONAL INTERIORS INC	NC	WAKE	27615	919-981-5811		South
INTECH SOLUTIONS	FL	MARTIN	34997	404-966-1125		South
INTEGRATED DESIGN SOLUTIONS INC	PR	GUAYNABO	00968	787-706-0201		South
INTEGRATED ENVIRONMENTS	PA	CHESTER	19380	855-828-2500		South
INTEGRATED FACILITY SYSTEMS	FL	LEON	32304	850-536-0888		South
INTEGRATED OFFICE INTERIORS	IL	COOK	60626	773-465-4420		South
INTEGRATED WORKSPACE SOLUTIONS	OH	HAMILTON	45202	513-345-3052		South
INTEGRITY BUSINESS SOLUTIONS	MI	KENT	49512	616-656-6010		South
INTEGRITY FURNITURE	TX	GREGG	75608	903-663-3450		South
INTEGRITY INTERIOR SOLUTIONS	WA	KING	98032	425-728-1925		South
INTEGRITY WHOLESALE FURNITURE LLC	OH	LORAIN	44089	440-967-7718		South
INTELLIGENT COMMERCIAL ENVIRONMENTS	CO	ARAPAHOE	80111	303-771-9530		South
INTELLIGENT INTERIORS INC	TX	DALLAS	75001	972-716-9979		South
INTER-AMERICAN DEVELOPMENT BANK	DC	DISTRICT O	20005	202-623-3133		South
INTEREUM INC	MN	HENNEPIN	55441	763-417-3300		South
INTERIOR ALLIANCE	UT	DAVIS	84025	801-694-1855		South
INTERIOR COLLECTIONS INC	NC	PENDER	28445	910-328-4242		South
INTERIOR CONCEPTS	MI	OTTAWA	49456	616-842-5550		South
INTERIOR CONCEPTS INC	TN	SULLIVAN	37663	423-239-9821		South
INTERIOR CONCEPTS OF DENVER LLC	CO	DENVER	80216	303-377-2336		South
INTERIOR CONTRACT SERVICE	FL	ORANGE	32804	407-294-4141		South
INTERIOR DESIGN ASSOCIATES INC	MO	BOONE	65201	573-874-1755		South
INTERIOR DESIGN ENVIRONMENTS ASSOCIATES INC	CA	ORANGE	92694	949-429-8894	Yes	South
INTERIOR DESIGN SERVICES INC	GA	FORSYTH	30004	615-376-1200		South
INTERIOR DEVELOPMENT EAST LTD	WA	SPOKANE	99201	509-327-7150		South
INTERIOR DIMENSION INC	MO	SAINT LOUI	63021	636-386-5300		South
INTERIOR ELEMENTS LLC	MS	MADISON	39157	601-326-3922		South
INTERIOR ENVIRONMENTS	MI	OAKLAND	48374	248-213-3010		South
INTERIOR FOCUS INC	OH	CUYAHOGA	44111	216-221-5100		South
INTERIOR FUSION, L. L. C.	FL	LARGO	33773-1540	727-490-2320	Yes	South
INTERIOR IMAGE GROUP, LLC	IN	LAKE	46311	219-322-7841		South
INTERIOR IMAGE INC	MI	OAKLAND	48377	248-553-0816		South
INTERIOR IMAGES	CA	ORANGE	92887	714-692-2211		South
INTERIOR INVESTMENTS LLC	IL	LAKE	60069	847-325-1000		South

INTERIOR INVESTMENTS LLC	WI	DANE	53718	608-216-7900		South
INTERIOR INVESTMENTS LLC	WI	MILWAUKEE	53202	414-287-0000		South
INTERIOR INVESTMENTS LLC I4	MO	SAINT LOUI	63143	314-644-5060		South
INTERIOR LANDSCAPES LLC	MO	JACKSON	64108	816-842-2120		South
INTERIOR LOGISTICS INC	OK	TULSA	74105	918-382-9120		South
INTERIOR MERCHANDISING INC	GA	CHATHAM	31406	912-354-4408		South
INTERIOR MOTIONS	CA	ALAMEDA	94608	510-653-6100		South
INTERIOR OFFICE CONCEPTS INC DBA WORKSPACE	OR	JACKSON	97501	541-776-4043		South
INTERIOR OFFICE SOLUTIONS	NM	BERNALILLO	87193	505-249-6887		South
INTERIOR OFFICE SOLUTIONS INC DBA PEOPLESPACE	CA	ORANGE	92614	949-724-9444		South
INTERIOR RESOURCE GROUP	MD	BALTIMORE	21117	410-931-3211	Yes	South
INTERIOR RESOURCE GROUP INC	MD	OWINGS MILLS	21117-2357	410-654-3611	Yes	South
INTERIOR RESOURCES LLC	TX	DALLAS	75207	972-619-7400		South
INTERIOR SERVICES	TX	TARRANT	76133	817-346-3969		South
INTERIOR SERVICES INC	OH	HAMILTON	45240	513-851-0933	Yes	South
INTERIOR SERVICES INCORPORATED	OH	CINCINNATI	45240-1634	513-851-0933	Yes	South
INTERIOR SHOWPLACE LTD	HI	HONOLULU	96814	808-593-8420	Yes	South
INTERIOR SHOWPLACE, LTD.	HI	HONOLULU	96814-4118	808-593-8420	Yes	South
INTERIOR SOLUTIONS	UT	SALT LAKE	84101	801-531-7538		South
INTERIOR SOLUTIONS SC LLC	SC	HORRY	29526	843-369-1114		South
INTERIOR SPACE CONSULTANTS INC	GA	GWINNETT	30019-3288	770-564-1115		South
INTERIOR SYSTEM CONTRACT GROUP	MI	OAKLAND	48067	248-399-1600		South
INTERIOR SYSTEMS INC	NC	MOORE	27376	910-673-0633		South
INTERIOR WORKPLACE SOLUTIONS	PA	LEHIGH	18106	610-391-0733		South
INTERIORS BY ARDEE LTD	VA	SPOTSYLVAN	22408	540-891-9009		South
INTERIORS BY DESIGN	MD	FREDERICK	21710	301-792-5645		South
INTERIORS BY GUERNSEY LLC	VA	FAIRFAX	20151	703-631-3375		South
INTERIORS BY MOYANNE	VA	LYNCHBURG	24503	434-384-6844		South
INTERIORS BY STEVEN G	FL	BROWARD	33064	954-735-8223		South
INTERIORS FOR BUSINESS	IL	KANE	60510	630-761-1070		South
INTERIORS FOR BUSINESS-OK.CITY	OK	OKLAHOMA	73103	405-235-3375		South
INTERIORS FOR SENIOR LIVNG	OH	CUYAHOGA	44102	216-472-4200		South
INTERIORS IN MOTION	TX	DALLAS	75230	972-523-3735		South
INTERIORS INC	CA	SONOMA	95401	707-544-4770		South
INTERIORS INC	PA	LANCASTER	17603	717-390-2000		South
INTERIORS WEST LLC	UT	SALT LAKE	84111	801-933-4949		South
INTERMARK DESIGN GROUP	FL	ORANGE	32808	407-426-9975		South
INTERNAL REVENUE SERVICE	MI	WAYNE	48226	313-234-1565		South
INTERNAL REVENUE SERVICE	NC	GUILFORD	27401	336-574-6199		South
INTERNAL REVENUE SERVICE	WV	RALEIGH	25802	304-254-3300		South
INTERNAL REVENUE SERVICE CREDIT CARD ACCOUNT	DC	DISTRICT O		804-916-8545		South
INTERNAL REVENUE SERVICE CREDIT CARD ACCT				999-999-9999		South
INTEROFFICE	ND	CASS	58102	701-232-3013		South
INTERPHASE OFFICE INTERIORS INC	MI	KENT	49508	616-245-0800		South
INTERQUEST HOTEL PARTNERS LLC	KS	JOHNSON	66209	913-451-1222		South
INTERSCAPE COMMERCIAL ENVIRONMENTS	CT	HARTFORD	06032	860-882-5903	Yes	South
INTERSPACE LIMITED LLC	KY	FAYETTE	40507	859-252-0000		South
INTERSPACE OFFICE FURNITURE	GA	COBB	30060	770-988-0091		South
INTERSPECS INC	GA	GWINNETT	30017	770-978-7679		South
INTERSTATE OFFICE PRODUCTS	SD	MINNEHAHA	57101	605-339-0300		South
INTRA DESIGN	OH	HAMILTON	45236	513-985-9888		South
INTRAMODE, LLC	MI	WAYNE	48226	313-964-6990		South
INTRASCAPE, INC.	IN	ALLEN	46895	260-420-5387		South
INTRASPACE INC	IL	COOK	60302	708-383-4546		South
INVINCIBLE FURNITURE	WI	MANITOWOC	54221	920-682-4601		South
IOWA ILLINOIS OFFICE SOLUTIONS	IA	SCOTT	52807	563-388-7747		South
IOWA STATE FSA OFFICE	IA	POLK	50322	515-331-8427		South
IOWA VETERANS HOME	IA	MARSHALL	50158	641-752-1501		South
IRC	LA	OUACHITA	71201	208-530-0113		South
IRH COUNCIL BLUFFS, LLC	TX	DALLAS	75219	214-812-9210		South
IRS	FL	SARASOTA	34240	941-378-6467		South
ISG OFFICE CONCEPTS INC	PA	MONTGOMERY	19044	215-699-1700		South
ISOFT SOLUTIONS	VA	VIRGINIA B	26462	757-275-7300		South
ISPACE FURNITURE INC	MN	HENNEPIN	55405	952-922-1300		South
ITS MY COMMUNITY STORE DBA COMMUNITY OFFICE SOLUTIONS	NV	WASHOE	89502	775-737-4107		South
IVAN ALLEN	GA	FULTON	30309	404-760-8700		South
J & H OFFICE EQUIPMENT	MT	GALLATIN	59715	406-586-3103		South
J ALLEN INC	KY	JEFFERSON	40213	502-451-0123		South
J ARISTY & ASSOC	FL	BROWARD	33023	954-989-8495		South
J CHASTAIN INC	GA	CLARKE	30622	706-546-0590		South

J MILLER DESIGN LLC	KY	FAYETTE	40509	859-333-7099		South
J P JAY ASSOCIATES INC	PA	LEHIGH	18102	610-435-9666		South
J THAYER COMPANY	OR	CLACKAMAS	97035	503-684-7874		South
J TYLER SERVICES INC	TX	HARRIS	77043	713-468-2166		South
J.R.E, INC DBA TRICO OFFICE INTERIORS	WA	WHATCOM	98225	360-734-1470		South
JACKSON CO.	TN	SULLIVAN	37617	423-323-9208		South
JACKSON COUNTY COURTHOUSE	GA	JACKSON	30549	706-387-6297		South
JACKSON DESIGNS & INTERIORS INC	GA	JACKSON	30548	678-714-8638		South
JACKSON INTERIORS	KY	KENTON	41011	859-261-9840		South
JACKSONVILLE STATE UNIVERSITY	AL	CALHOUN	36265	256-782-5460		South
JACKSONVILLE STATE UNIVERSITY	AL	CALHOUN	36265	256-782-5781		South
JACOBS TECHNOLOGY INC	MS	HANCOCK	39529-6000	228-688-2106		South
JACOBS TECHNOLOGY INC	TX	HARRIS	77258	281-461-5391		South
JACOBY PAWLOWSKI TREXLER ARCHITECTS	PA	CAMBRIA	15901	814-536-5321		South
JAG INTERIORS, INC.	CA	LOS ANGELE	91302	818-222-6133		South
JAIN MALKIN INC	CA	SAN DIEGO	92109	858-454-3377		South
JAMAICA HOSPITAL MEDICAL CENTER	NY	QUEENS	11418	718-206-6796		South
JAMES V BROWN LIBRARY	PA	LYCOMING	17701	570-326-0536		South
JANET OTT INC	FL	PINELLAS	34695	727-421-9136		South
JASPER SEATING COMPANY INC	IN	DUBOIS	47546	812-936-9977		South
JB OFFICE MATTERS	NY	ALBANY	12084	518-869-9749		South
JBG DESIGN & DEVELOPMENT	MN	CARVER	55318	952-361-8080		South
JC OFFICE CONSULTANTS	NJ	SOMERSET	08876	908-842-2150		South
JC WHITE OFFICE FURNITURE	FL	BROWARD	33025	954-499-6677		South
JE DUNN CONSTRUCTION COMPANY	MO	JACKSON	64106	816-474-8600		South
JEANNETTA DESIGN ASSOCIATES INC	GA	GWINNETT	30518	770-831-6206		South
JEFF LAMENDOLA	NY	NEW YORK	10010	917-882-7037		South
JEFFERSON COUNTY COMMISSION	AL	JEFFERSON	35203	205-325-5396		South
JEFFERSON LEWIS BOCES	NY	JEFFERSON	13601	315-779-7000		South
JEFFERSON STATE COMMUNITY COLLEGE	AL	JEFFERSON	35215	205-856-7770		South
JENNIFER SARANTAKIS INC	FL	MIAMI-DADE	33166	786-422-4377		South
JENNINGS COMMERCIAL INTERIORS	IN	HAMILTON	46038-2313	317-696-3434		South
JERICHO ROAD COMMUNITY HEALTH CTR	NY	ERIE	14216	716-348-3000		South
JERRY OSBORNE AND ASSOCIATES FAIR MEOH	TN	SHELBY	38018	901-619-7373		South
JEY FURNITURE LLC	NJ	OCEAN	08701	732-833-3888		South
JFH-MS-J8-CE	MS	RANKIN	39232	601-313-1512		South
JILL ELEAZER SOKOL INTERIOR DESIGN	FL	PINELLAS	33711	727-864-3854		South
JIMENEZ CONTRACT SERVICES	TX	HARRIS	77055	713-681-6407		South
JIMMY HARRISON CONTRACT FURNISHINGS LLC	AL	JEFFERSON	32509			South
JKAISER WORKSPACES	AZ	PIMA	85701	520-647-2121		South
JLM OFFICE INNOVATORS INC	NH	ROCKINGHAM	03844	603-601-6660		South
JLM OFFICE INNOVATORS, LLC	NH	HAMPTON FALLS	03844-2303	603-601-6660		South
JLS ASSOCIATES LLC DBA GENESIS INTERIORS	TN	SEVIER	37876	865-227-2314		South
JLW KEY WEST I LLC	GA	COBB	303399	770-955-9600		South
JMA COMMERCIAL INTERIORS	NC	MECKLENBUR	28206	704-372-5260		South
JMJ WORKPLACE INTERIORS CORP	VA	HENRICO	23294	804-270-7400		South
JOHN A COLEMAN SCHOOL	NY	WESTCHESTE	10701	914-294-6128		South
JOHN A MARSHALL COMPANY	KS	JOHNSON	66219-1232	913-601-3421		South
JOHN ANDERSON & ASSOC., INC.	MD	HOWARD	21044	302-644-8332		South
JOHN Q HAMMONS HOTELS MGMT., LLC	MO	GREENE	65806	901-755-2545		South
JOHN SAVOY & SON INC.	PA	LYCOMING	17754	570-368-2424		South
JOHN T MATHER MEMORIAL HOSPITAL	NY	SUFFOLK	11777	631-473-1320		South
JOHN WATTS ASSOCIATES	CT	HARTFORD	06103	860-528-1110	Yes	South
JOHN WILLIAMS INTERIORS	IL	COOK	60130	708-771-3111		South
JOHNS HOPKINS UNIVERSITY APL	MD	HOWARD	20723	443-778-6132		South
JOHNSON BUSINESS PRODUCTS	NJ	BERGEN	07432	201-445-6555		South
JOINT APPRENTICESHIP PROGRAM	PA	BEAVER	15001	724-788-1913		South
JOINT CHIEFS OF STAFF (JCS SUPPLY)	DC	DISTRICT O	20318-9996	703-692-8293		South
JONES GROUP INTERIORS INC	OH	SUMMIT	44311	330-253-9180		South
JONNA ASSOCIATES INC	MI	OAKLAND	48304	248-346-8383		South
JORDY CARTER INC	CO	DENVER	80210	303-744-6106		South
JOYCE CONTRACT INTERIORS	MA	MIDDLESEX	01886	978-251-2226		South
JP INTERIORS	KY	KENTON	41016	859-391-1313		South
JPA	MA	SUFFOLK	02210	617-951-2511		South
JPL & ASSOCIATES, LLC	FL	SARASOTA	34231-6752	941-918-1163	Yes	South
JPL AND ASSOCIATES LLC	FL	SARASOTA	34231	941-918-1163	Yes	South
J'S OFFICE SUPPLY & ETC INC	NC	SURRY	27030	336-786-7435		South
JST INTERIORS, INC	TX	DALLAS	75219	214-522-4033		South
JUDICIARY SUPERIOR COURT OF NJ	NJ	PASSAIC	07505	973-247-8029		South
JUDICIARY SUPERIOR COURT OF NJ	NJ	ATLANTIC	08401			South

JUDICIARY SUPERIOR COURT OF NJ	NJ	UNION	07207	908-787-1650		South
JUDICIARY SUPERIOR COURT OF NJ CAMDEN CO	NJ	CAMDEN	08103	856-661-2538		South
JUDICIARY SUPERIOR COURT OF NJ HUDSON COUNTY	NJ	HUDSON	07306	201-217-5239		South
JUDICIARY SUPERIOR COURT OF NJ SOMERSET CO	NJ	SOMERSET	08876	908-231-7622		South
JULES SELTZER AND ASSOCIATES INC	CA	LOS ANGELE	90211	310-274-7243		South
JUNES INTERIORS INC	NJ	BERGEN	07430	201-891-5386		South
JUST THE RIGHT STUFF INC	NY	ONONDAGA	13206	315-433-1309		South
JUSTYNA JAKUBOWSKA	CA	SAN FRANCI	94114			South
K OFFICES LLC	NJ	MONMOUTH	07726	732-853-4372		South
K4 ARCHITECTURE LLC	OH	HAMILTON	45203	513-455-5000		South
KAD ASSOCIATES LLC	NJ	MIDDLESEX	07067	732-943-2192		South
KAHL COMMERCIAL INTERIORS	NV	WASHOE	89533	775-284-3600		South
KAIROS INTERIORS INC	CA	ORANGE	92660	949-650-8685		South
KAMLA HOTELS	CA	LOS ANGELE	90703	562-231-5973		South
KAREN L BENSON INTERIOR DESIGN	FL	LEE	33901			South
KAREN RENEE INTERIOR DESIGN	MD	ANNE ARUND	21146	410-647-0435		South
KARI SHULTZ	CA	SAN DIEGO	92019			South
KARIEL INC	MN	HENNEPIN	55427	612-237-5950		South
KATELLA PROPERTIES LLC	CA	ORANGE	90630	714-995-4800		South
KATHLEEN A LAROS KNEZEAK	TX	BEXAR	78217	210-241-0656		South
KATHY HELM AND ASSOCIATES INC	KY	JEFFERSON	40202	502-561-9977		South
KAVANAUGHS OFFICE CITY	OH	CLARK	45503	937-322-9203		South
KAY DAVIS ASSOCIATES LLC	TX	HARRIS	77004	713-541-5468		South
KAY GREEN DESIGN INC	FL	ORANGE	32789	407-246-7155		South
KAYHAN INTERNATIONAL LIMITED	IL	COOK	60173	847-843-5060		South
KAY-TWELVE LLC	OH	DELAWARE	43240	888-624-5451		South
KBM OFFICE EQUIPMENT	CA	SANTA CLAR	95113	408-351-7100		South
KCI SUITES LLC	KS	JOHNSON	66209	913-451-1222		South
KCTCS	KY	WOODFORD	40383	859-256-3336		South
KCTCS	KY	HARDIN	42701	270-706-8606		South
KDA FURNITURE & INTERIORS	IN	ALLEN	46748	260-637-3304		South
KDA OFFICE FURNITURE SOLUTIONS	KY	FAYETTE	40475	859-626-9820		South
KDI DESIGN INC	IL	KANE	60134	630-208-8822		South
KEAN UNIVERSITY	NJ	UNION	07083	908-737-3150		South
KEEFE COLLINS	CA	SAN DIEGO	92129	714-713-0874		South
KEENEYS OFFICE PLUS	WA	KING	98073	425-869-7555		South
KELLY PROMOTIONAL PRODUCTS	IN	JOHNSON	46131	317-736-8206		South
KEMP INTERIORS LLC	SC	RICHLAND	29205	803-779-6405		South
KEMSKE PAPER COMPANY	MN	BROWN	56073	507-233-4120		South
KENMORE MERCY HOSPITAL	NY	ERIE	14217	716-828-2937		South
KENNEDY OFFICE SUPPLY	NC	WAKE	27604	919-878-5400		South
KENNESAW STATE UNIVERSITY	GA	COBB	30144	770-499-3622		South
KENNESAW STATE UNIVERSITY	GA	COBB	30060	678-915-7389		South
KENNETH POLEY INTERIORS INC	FL	HILLSBOROU	33556	813-792-0580		South
KENTUCKY HOTELIERS	KY	LAUREL	40741	606-682-2634		South
KENTUCKY LOTTERY	KY	JEFFERSON	40202			South
KENTUCKY RURAL WATER ASSOCIATION	KY	WARREN	42103	270-843-2291		South
KENTUCKY SCHOOL FOR THE BLIND	KY	JEFFERSON	40206	502-564-2351		South
KENTUCKY SCHOOL FOR THE DEAF	KY	BOYLE	40422	502-564-2351		South
KENTUCKY STATE UNIVERSITY	KY	FRANKLIN	40601	502-597-6454		South
KENTWOOD OFFICE FURNITURE LLC	MI	KENT	49512	616-957-2320		South
KERR ALBERT OFFICE SUPPLY	MI	SAINT CLAI	48060	810-984-4129		South
KERR OFFICE GROUP	KY	HARDIN	42701	270-765-6171		South
KERSHNER OFFICE FURNITURE	PA	MONTGOMERY	19406	610-768-0200		South
KESSLER COLLECTION THE	FL	ORANGE	32811	407-996-9999		South
KEY INTERIORS DESIGN LLC	IL	DUPAGE	60148	847-288-0100		South
KG HOTEL PARTNERS	MA	SUFFOLK	02199	617-494-2511		South
KIKS OFFICE PARTNERS INC	OH	CUYAHOGA	44133	440-230-0800		South
KIMBALL INTERNATIONAL, INC.	IN	JASPER	47549-0001	812-481-6919		South
KIMBALL OFFICE	IN	DUBOIS	47549	812-482-1600		South
KIMBERLY BRYANT	SC	HORRY	29577	843-712-1111		South
KIMBERLY SCOTT	NY	ALBANY	12207	518-432-6414		South
KINDERHOOK MEMORIAL LIBRARY	NY	COLUMBIA	12106	518-758-6192		South
KING BUSINESS INTERIORS INC	OH	FRANKLIN	43212	614-430-0020	Yes	South
KING BUSINESS INTERIORS, INC.	OH	COLUMBUS	43212-3777	614-430-0020	Yes	South
KING OFFICE EQUIPMENT & DESIGNS	OR	LINN	97321	514-926-5894		South
KINGS COUNTY HOSPITAL	NY	KINGS	11203	718-245-2111		South
KINON SURFACE DESIGN	NJ	UNION	07205	561-600-2500		South
KIRK GROSS COMPANY	IA	BLACK HAWK	50704	319-234-6641		South
KIRKSEY & CO INC	CA	ORANGE	92694	(949) 541-3101		South

KITTRELL JOB CORPS CENTER	NC	VANCE	27544	252-439-9110		South
KLEINS OFFICE FURNITURE	SD	MINNEHAHA	57103	605-222-1524		South
KMA & ASSOC.-PA	PA	ALLEGHENY	15201	412-681-9350		South
KMA ASSOCIATES PITTSBURGH LLC	PA	ALLEGHENY	15201	412-681-9350		South
KNOLL INC	PA	MONTGOMERY	18041	800-565-5858		South
KNOLL, INC.	PA	EAST GREENVILLE	18041-2202	305-571-0903		South
KNOX VILLAGE TERRAPIN ROW	IL	DUPAGE	60143			South
KOCH BROTHERS INC DBA KOCH OFFICE GROUP	IA	POLK	50306	515-283-2451	Yes	South
KODIAK AREA NATIVE ASSOCIATION	AK	KODIAK ISL	99615	907-486-9800		South
KPC ARCHITECTURAL PRODUCTS	KY	FAYETTE	40509	859-269-3646	Yes	South
KRISTIN BALDEN	TX	FORT BEND	77494	713-315-0377		South
KROUNGOLDS FURNITURE INC	PA	PHILADELPH	19147	215-925-2483		South
KRUEGER INTERNATIONAL INC	WI	BROWN	54308	920-468-8100		South
KRUEGER INTERNATIONAL, INC.	WI	GREEN BAY	54302-2119	9204682580		South
KSD ENTERPRISES OA INTERNATIONAL PLAZA HOTEL	ON		M5A 1E1	416-698-9043		South
KTTT	GA	FULTON	30309	404-892-1975		South
KURTZ BROS	PA	CLEARFIELD	16830	814-765-6561		South
KUTZTOWN AREA SCHOOL DISTRICT	PA	BERKS	19530	610-683-7361		South
KUTZTOWN UNIVERSITY OF PENNSYLVANIA	PA	BERKS	19530	610-683-4132		South
KV INTERIORS LLC	LA	SAINT TAMM	70448	985-626-3361		South
KYLE OFFICE SOLUTIONS	AL	TUSCALOOSA	35403	205-345-5573		South
KYSER OFFICEWORKS	AL	MONTGOMERY	36107	334-834-9400		South
L AND M OFFICE FURNITURE	OK	TULSA	74145	918-664-1010		South
L C INDUSTRIES INC.	NC	DURHAM	27703-8420	919-596-8277		South
L F I LESLIE FOSSLER INTERIORS	TX	TRAVIS	78703	512-474-0768		South
L&F PROCUREMENT, LLC	KY	JEFFERSON	40202	502-585-4181		South
L&J CORPORATE SERVICES INC	FL	BROWARD	33071	954-554-3530		South
L&M TECHNOLOGIES INC	TX	HARRIS	77058	505-343-0200		South
L.T.D. OFFICE SOLUTIONS, INC.	MA	MIDDLESEX	01887	978-988-5836		South
L3 COMMUNICATIONS CSW	UT	SALT LAKE	84116	408-748-1200		South
LA AFB	CA	LOS ANGELE	90245	310-653-6767		South
LA OFFICE SUPPLY COMPANY INC	LA	EAST BATON	70806	225-927-1110		South
LA ROCHE COLLEGE	PA	ALLEGHENY	15237	412-367-9300		South
LABOR ENERGY AND ENVIRONMENT AND PUBLIC PROTECTION	KY	FRANKLIN	40601			South
LACKLAND JBSA 59 MLRS/MEMO	TX	BEXAR	78236	2102925405		South
LAFAYETTE CENTRAL SCHOOLS	NY	ONONDAGA	13210	315-433-2282		South
LAFAYETTE MATERIALS MGMT CO	IN	TIPPECANOE	47903	765-447-7400		South
LAFAYETTE OFFICE SUPPLY	IN	TIPPECANOE	47902	765-742-2177		South
LAHARPES OFFICE INTERIORS	AR	PULASKI	72203	501-372-6684		South
LAKE POINTE HOTEL COMPANY, LLC	KS	JOHNSON	66209			South
LAKESHORE BUSINESS INTERIORS	WI	MANITOWOC	54220	920-683-3711		South
LAKESHORE FURNITURE LLC	MI	MUSKEGON	49444	231-733-0604		South
LAN OFFICE FURNISHINGS	IL	LAKE	60606	312-251-0500		South
LANCASTER CENTRAL SCHOOL DISTRICT	NY	ERIE	14086	716-686-3204		South
LANCASTER COUNTY WORKFORCE DEVELOPMENT	PA	LANCASTER	17603	717-509-5613		South
LANCASTER LEBANON IU13	PA	LANCASTER	17601	717-606-1600		South
LANCASTER MENNONITE SCHOOL	PA	LANCASTER	17802	717-299-0436		South
LANDIS OFFICE CENTER INC.	MD	ALLEGANY	21502	301-722-1900		South
LANE OFFICE FURNITURE INC	NY	NEW YORK	10018	212-233-4100		South
LANE PARK AT MOUNTAINBROOK LLC	FL	ORANGE	32811	407-996-9999		South
LANG AND SCHWANDER	FL	MIAMI-DADE	33138	786-472-7222		South
LANGIT & ASSOCIATES INC	NY	ORANGE	10941	845-692-6446		South
LANIER TECHNICAL COLLEGE	GA	HALL	30566			South
LARRY FEHRM ASSOCIATES	WI	WAUKESHA	53029	414-303-6050		South
LARSON EQUIPMENT & FURNITURE COMPANY	IL	COOK	60173	847-705-0460		South
LAS CLINICAS DEL NORTE	NM	RIO ARRIBA	87530	575-581-4728		South
LATITUDE MANAGEMENT	PA	BUTLER	16063	724-452-2114		South
LAUREL HIGHLANDS SCHOOL DISTRICT	PA	FAYETTE	15401	724-437-2821		South
LAUREN SANCHEZ DESIGN LTD	SC	CHARLESTON	29403	843-203-3610		South
LAURIE WHITEHEAD	NY	NEW YORK	10010	646-939-3333		South
LAWRENCE COUNTY BOARD OF EDUCATION	AL	LAWRENCE	35650	256-905-2400		South
LAWRENCE INTERIOR GROUP	NV	WASHOE	89511	775-853-4182		South
LAW'S INTERIORS& DESIGN INC.	TN	KNOX	37919	865-584-1400		South
LAWSON STATE COMMUNITY COLLEGE	AL	JEFFERSON	35221	205-925-2515		South
LAYMAN HOSPITALITY GROUP, LLC	NC	MECKLENBUR	28226	704-517-7498		South
LD DESIGNS	TN	SHELBY	38184	901-388-6567		South
LD PETROSKY GROUP LLC	TX	BEXAR	78216	210-308-8484		South
LDS CHURCH ACCOUNTS PAYABLE	UT	SALT LAKE	84150	801-240-1440		South
LEAP ACADEMY UNIVERSITY CHARTER SCHOOL	NJ	CAMDEN	08102	856-614-0400		South
LEARNING ENVIRONMENTS INC	NC	RANDOLPH	27298	336-622-4296		South

LEBANON SCHOOL DISTRICT	PA	LEBANON	17042	717-273-9391		South
LEBANON VALLEY COLLEGE	PA	LEBANON	17003	717-867-6340		South
LEDWELL & SON ENTERPRISES	TX	BOWIE	75504	903-838-6531		South
LEE COMPANY INC	IN	VIGO	47807	812-235-8155		South
LEE COUNTY BOARD OF EDUCATION	AL	LEE	36804	334-745-9770		South
LEE OFFICE EQUIPMENT CO INC	GA	LOWNDES	31601	229-244-0177		South
LEGACY GROUP	WA	KING	98057	206-217-0310		South
LEGISLATIVE EDUCATION STUDY CO	NM	SANTA FE	87501	000-000-0000		South
LEGISLATIVE REFERENCE BUREAU	PA	DAUPHIN	17120	717-787-7385		South
LEHIGH VALLEY PRETRIAL SERVICES	PA	LEHIGH	18101	610-289-2410		South
LEHMAN COLLEGE - CUNY	NY	BRONX	10468	718-960-8316		South
LEIDOS BIOMEDICAL RESEARCH	MD	FREDERICK	21702	301-846-1574		South
LELAND M THOMPSON INC/SOUTHWEST CONTRACT	TX	BELL	76504	254-742-0061		South
LEMOORE UNION ELEMENTARY SCHOOL DISTRICT	CA	KINGS	93245	559-924-6800		South
LENAPE VOCATIONAL TECHNICAL SCHOOL	PA	ARMSTRONG	16226	724-763-7116		South
LESLIE LEWIS AND ASSOCIATES LLC	IN	CLARK	47130	812-282-6606		South
LETOURNEAU INTERESTS INC	TX	HARRIS	77092	713-681-0033		South
LETTERKENNY ARMY DEPOT	PA	FRANKLIN	17201	717-267-5833		South
LEUKEMIA AND LYMPHOMA SOCIETY	NY	WESTCHESTE	10573	914-821-8255		South
LEVEL 3 DESIGN GROUP	CA	LOS ANGELE	90015	310-955-5881		South
LEVEL 5 LLC	GA	COBB	30339	404-761-0008		South
LEWIS ALAN OFFICE FURNITURE	NY	NEW YORK	10001	212-279-8200		South
LEWIS COUNTY GENERAL HOSPITAL	NY	LEWIS	13367	315-376-5229		South
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT	KY	FAYETTE	40507	888-258-3310		South
LEXINGTON GROUP INC	MA	HAMPDEN	01089	413-746-3064		South
LF OFFICE INTERIORS, INC	PR	SAN JUAN	00926	787-293-8833		South
LFUCG	KY	FAYETTE	40511	859-425-2403		South
LIBERTY RESOURCES	NY	ONONDAGA	13203	315-425-1004		South
LIBERTY SYSTEMS INC	PA	LEHIGH	18102	800-487-6421		South
LIBRA TECH CORPORATION	TX	DENTON	76226	940-464-3033		South
LIBRARY DESIGN ASSOCIATES	OH	DELAWARE	43065	614-923-4600		South
LIBRARY DESIGN ASSOCIATES INC	MI	WAYNE	48170-2213	734-459-5000		South
LIBRARY FURNITURE INTERNATIONAL	IL	COOK	60062	847-564-9497		South
LIBRARY INTERIORS INC	LA	JEFFERSON	70002	504-885-4040		South
LIBRARY INTERIORS INC	NJ	OCEAN	08723	732-262-8600		South
LIBRARY SYSTEM OF LANCASTER COUNTY	PA	LANCASTER	17601			South
LIFE ENVIRONMENTS INC	NC	GUILFORD	27410	336-337-5349		South
LIFETIME HEALTH	NY	MONROE	14623	585-214-1337		South
LILBURN CITY HALL	GA	GWINNETT	30047	770-638-2222		South
LIMERICK TOWNSHIP	PA	MONTGOMERY	19468	610-495-6432		South
LINCOLN OFFICE LLC	IL	TAZEWELL	61550	309-427-2500		South
LINDA HARTMAN	MD	ANNE ARUND	21146	410-279-1532		South
LINDEN HALL	PA	LANCASTER	17543	717-626-8512		South
LINDSEY OFFICE FURNISHINGS	AL	JEFFERSON	35203	205-251-9088		South
LINES	CO	DENVER	80206	303-898-7014		South
LINES FURNITURE	VA	FAIRFAX	22182	202-362-5300		South
LINK INTERIORS	PA	BERKS	19543	215-514-9173	Yes	South
LINK INTERIORS, INC.	PA	MORGANTOWN	19543-8906	2155149173	Yes	South
LINNETT & CO.	NJ	MONMOUTH	07728	732-462-1800		South
LITITZ OFFICE PRODUCTS	PA	LANCASTER	17543	717-735-7755		South
LIVING GROUP LLC	NY	NEW YORK	10018-9660	212-600-1150	Yes	South
LIVINGSTON COUNTY	NY	LIVINGSTON	14454			South
LIVINGSTON PARISH LIBRARY	LA	LIVINGSTON	70754	225-686-4100		South
LJ DUFFY INC.	NY	NEW YORK	10001	212-414-9800		South
LLOYD JOHNSON INC	PA	BUTLER	16001	724-287-6733		South
LLV OFFICE CONCEPTS LLC	NY	SARATOGA	12866	518-587-0104		South
LMC DESIGN GROUP(LORI MCCUAGI)	TX	EL PASO	79912	915-581-8732		South
LNK2 LODGING LLC C/O ANANT OPERATIONS	NE	DOUGLAS	68103	402-933-6959		South
LOCKHEED MARTIN	FL	POLK	33807-3011	402-591-4042		South
LOCKPORT PUBLIC LIBRARY	NY	NIAGARA	14095			South
LOCKROWS BUSINESS	NY	CLINTON	12901	518-563-4900		South
LOCUST VALLEY CSD	NY	NASSAU	11560	516-277-5040		South
LODGESTAR INVESTMENTS	TX	TARRANT	76132	817-989-7800		South
LOFTS LLC	MS	PANOLA	38606	662-561-1050		South
LOGAN COUNTY BOARD OF EDUCATION	KY	LOGAN	42276	270-726-2436		South
LOGISTICS APPLICATIONS INC	VA	ALEXANDRIA	22314	703-317-9800		South
LOGISTICS SUPPORT GROUP	GA	DOUGHERTY	31701	229-312-1551		South
LONG ISLAND UNIVERSITY	NY	NASSAU	11548	516-299-3970		South
LORA ANTHONY	CA	LOS ANGELE	90405	310-422-8660		South
LORENZ & ASSOCIATES	CA	FRESNO	93720	559-241-8942		South

LORI WILES DESIGN	IA	LINN	52404	319-435-2593		South
LORICK OFFICE PRODUCTS	SC	RICHLAND	29201	803-252-5380		South
LOS ALAMOS PUBLIC SCHOOLS	NM	LOS ALAMOS	87544	505-663-2241		South
LOTH MBI INC	OH	HAMILTON	45241	513-554-4900		South
LOUER FACILITY PLANNING INC.	IL	MADISON	62234	618-344-9610		South
LOUHOME LLC HOMEWOOD LOUISVILLE	IN	LAKE	46410	219-472-2982		South
LOUISVILLE METRO GOVERNMENT	KY	JEFFERSON	40202	502-574-3402		South
LOUISVILLE OFFICE FURNITURE	KY	JEFFERSON	40204	502-587-2008		South
LOY'S OFFICE SUPPLIES	GA	TROUP	30241	706-884-1723		South
LQ MANAGEMENT	IL	COOK	60601	312-832-2447		South
LQ MANAGEMENT	VA	HENRICO	23228	804-672-2121		South
LQ MANAGEMENT LLC	IL	LAKE	60061	214-492-6600		South
LQ MANAGEMENT LLC	MI	WAYNE	48151	214-492-6600		South
LQ MANAGEMENT LLC	TX	BEXAR	75038	214-492-6600		South
LRK INC	TN	SHELBY	38103	901-521-1440		South
LRNC OFFICE PRODUCTS INC	NC	GUILFORD	27407	336-292-9111		South
LUCAS BUSINESS SOLUTIONS INC	TN	SHELBY	38018	901-624-8900		South
LYCO INC	CT	HARTFORD	06042	860-646-3575		South
LYCOMING COUNTY COURTHOUSE	PA	LYCOMING	17701	570-326-9877		South
LYCOMING COUNTY WATER AND SEWER AUTHORITY	PA	LYCOMING	17754	570-546-8005		South
LYNBROOK UNION FREE SCHOOL DISTRICT	NY	NASSAU	11563	516-887-8065		South
M & M OFFICE INTERIORS INC	WI	WAUKESHA	53072	262-781-2600		South
M HANSON AND COMPANY INC	FL	BROWARD	33301	954-630-1500		South
M INC	NC	FAYETTEVILLE	28301-5516	(910)689-0171	Yes	South
M2 CREATIVE DESIGN DONE DIFFERENTLY	OH	SUMMIT	44313	312-259-5193		South
M3 LLC	CA	LOS ANGELE	91030	626-441-0300	Yes	South
M-80 SYSTEMS INC.	GU	BARRIGADA	96913	671-734-1680	Yes	South
MACDILL AFB	FL	HILLSBOROU	33621	813-828-1027		South
MACHABEE OFFICE ENVIRONMENTS	NV	WASHOE	89431	702-263-8800		South
MACON COUNTY BOARD OF EDUCATION	AL	MACON	36083	334-727-1600		South
MACON-BILL COUNTY COOPERATIVE EXTENSION	GA	BIBB	31201	478-751-6338		South
MADISON PUBLIC LIBRARY	NJ	MORRIS	07940	973-377-0722		South
MADISON SQUARE BOYS & GIRLS CLUB	NY	NEW YORK	10017			South
MADISONVILLE COMMUNITY COLLEGE	KY	HOPKINS	42431	270-824-8626		South
MADISONVILLE HOPKINS COUNTY	KY	HOPKINS	42431			South
MAGNUM INDUSTRIES LLC	CT	HARTFORD	06033	860-633-4766		South
MAHLA OFFICE FURNITURE	PA	ALLEGHENY	15222	412-471-1714		South
MAHWAH PUBLIC LIBRARY	NJ	BERGEN	07430	201-529-7323		South
MAIN SOLUTIONS	GA	FULTON	30318	678-244-8100		South
MAINSPACE OFFICE SOLUTIONS LLC	MS	FORREST	39402	601-297-4848		South
MALONE CENTRAL SCHOOL DISTRICT	NY	FRANKLIN	12953	518-483-7800		South
MALONE OFFICE EQUIPMENT CO	GA	MUSCOGEE	31901	706-322-2513		South
MANAGEMENT AND TRAINING CORPORATION	KS	RILEY	66503	785-564-4910		South
MANATEE CO GOVERNMENT	FL	MANATEE	34205	941-748-5555		South
MANATEE COMMUNITY ACTION AGENCY INC	FL	MANATEE	34208	941-827-2887		South
MANATEE COUNTY HOUSING AUTHORITY	FL	MANATEE	34203	941-756-3974		South
MANATEE COUNTY PURCHASING	FL	MANATEE	34206-1000	941-749-3046		South
MANHATTAN SCHOOL OF MUSIC	NY	NEW YORK	10027	917-493-4448		South
MANHEIM TOWNSHIP	PA	LANCASTER	17601	717-569-6406		South
MANTUA TOWNSHIP PUBLIC SCHOOLS	NJ	GLOUCESTER	08080			South
MAPLE MULTI-FAMILY LAND SE	GA	GLYNN	31522	404-510-1611		South
MARATHON BUILDING ENVIRONMENTS	MO	BOONE	65201	573-875-7115		South
MARC SHORE ASSOCIATES	FL	SEMINOLE	32714	407-774-7785		South
MARCO OFFICE SUPPLY	FL	COLLIER	34145	239-659-4700		South
MARGEN DESIGNS INC	NY	NASSAU	11783	516-315-9792	Yes	South
MARIA COLLEGE	NY	ALBANY	12208	518-438-3111		South
MARIMN HEALTH	ID	BENEWAH	83851	208-686-1931		South
MARINE CORPS LOGISTICS BASE-BARSTOW	CA	SAN BERNAR	92311	760-577-6016		South
MARINE FORCES RESERVE - MARFORRES	LA	ORLEANS	70114	504-697-9853		South
MARKELZ BUSINESS INTERIORS	IL	WILL	60436	815-729-3300		South
MARKETPLACE INTERIORS LLC	SC	CHARLESTON	29465	843-284-8943		South
MARKETS WEST OFFICE FURNITURE INC	AZ	MARICOPA	85034	602-275-2226		South
MARKETSHARE INC	CA	SANTA CLAR	95035	916-740-5390		South
MARLBORO HOSPITALITY LLC C/O TRUE NORTH	CO	BOULDER	80027	303-996-8132		South
MARLY & CO DESIGN LLC	TX	DALLAS	75204	214-871-9500		South
MARRIOTT INTERNATIONAL ADMIN SRVCS	MD	MONTGOMERY	20817-1102	301-380-7211		South
MARRIOTT SAWGRASS/CO GERRY BROWN & ASSOC	IL	COOK	60601	312-606-0777		South
MARRIOTT WASHINGTON DULLES SUITES	VA	FAIRFAX	20170	703-709-0400		South
MARSHA JURASIN & ASSOCIATES	CA	SAN MATEO	94010	650-548-1527		South
MARSHALL UNIVERSITY	WV	CABELL	25755	304-696-2221		South

MARTA ACCOUNTING DIVISION	GA	FULTON	30324	404-848-5122		South
MARTA BASEZ INTERIORS INC	TX	TRAVIS	78731	512-257-9797		South
MARTEK GLOBAL SERVICES	MD	MONTGOMERY	20814	301-656-3700		South
MARTIN PUBLIC SEATING LLC	OH	GEAUGA	44024	440-285-9175		South
MARTIN WHALEN OFFICE SOLUTIONS	IL	KANKAKEE	60915	815-933-3358		South
MARTINS OFFICE SUPPLY	TX	HOOD	76048	817-573-2694		South
MARVEL GROUP INC	IL	COOK	60632	773-843-7544		South
MARXMODA	MI	WAYNE	48341	248-334-8000		South
MARY CARIOLA CHILDREN'S CENTER	NY	MONROE	14620-3093	585-271-0761		South
MARY IMOGENE BASSETT HOSPITAL	NY	OTSEGO	13326	607-547-7831		South
MARY MCDOWELL FRIENDS SCHOOL	NY	KINGS	11201	718-855-0141		South
MASON INC	GA	CHATHAM	31412	912-232-4192		South
MASSACHUSETTS INSTITUTE OF TECHNOLOGY	MA	MIDDLESEX	02420	781-981-2355		South
MASSAPEQUA UNION FREE SCHOOL DISTRICT	NY	NASSAU	11758	516-308-5020		South
MASSENA MEMORIAL HOSPITAL	NY	SAINT LAWR	13562	315-764-1711		South
MATTITUCK CUTCHOGUE UFSD	NY	SUFFOLK	11935	631-298-4242		South
MAVIS	MN	ST. LOUIS	55802	218-349-0655		South
MAXON FURNITURE INC	IA	MUSCATINE	52653	800-708-3966		South
MAYA HOTELS	NC	MECKLENBUR	28214	704-391-2960		South
MB CONTRACT FURNITURE INC	CA	CONTRA COS	94520	925-391-2456		South
MBI INC	UT	SALT LAKE	84101	801-322-0444		South
MBI-SEATTLE	WA	KING	98109	206-343-5800		South
MC OFFICE FURNITURE	NJ	ESSEX	07040	973-762-6900		South
MCALEERS OFFICE FURNITURE	AL	MOBILE	36670	251-476-8555		South
MCALEER'S OFFICE FURNITURE-FL	AL	MOBILE	36607			South
MCCALL INTERIORS	AL	MOBILE	36607	251-377-5148		South
MCCARTNEYS INC	PA	BLAIR	16601	814-944-8139		South
MCCOY-ROCKFORD	TX	HARRIS	77024	512-442-0703		South
MCFARLAND UNIFIED SCH DIST	CA	KERN	93250	661-972-3081		South
MCGARITY'S BUSINESS PRODUCTS	GA	HALL	30501	770-536-9852		South
MCKINNEY NURSING AND REHAB CENTER	NY	KINGS	11203	212-323-3633		South
MCKINNEY OFFICE SUPPLY INC	TX	COLLIN	75069	972-542-5571		South
MCMILLAN BUSINESS INTERIORS	MI	WAYNE	48236	586-759-4300		South
MCNALLY OPERATIONS LLC DBA ONE OFFICE SOLUTION	NE	MADISON	68701	712-255-8892		South
MCNERNEY & SON INC	OH	WOOD	43619	419-666-0200		South
MCPC INC	OH	CUYAHOGA	44114	800-777-7178		South
MCWATERS INC	SC	RICHLAND	29201	803-256-8303		South
MCWATERS, INC.	SC	COLUMBIA	29201-4743	843-399-5142		South
MDM OFFICE SYSTEMS, INC.	DC	WASHINGTON	20011-1413	(202)829-4820	Yes	South
MEADOWS OFFICE INTERIORS	NY	NEW YORK	10022	212-741-0333		South
MEDICAL TECHNICAL INTERIORS	OK	TULSA	74105	918-745-0300		South
MELL GROUP THE	AL	JEFFERSON	35209	205-877-3131		South
MEMORIAL UNITED METHODIST CHURCH	KY	HARDIN	42701			South
MENKE DESIGN AND DEVELOPMENT	FL	PINELLAS	33756	727-510-6585		South
MENOMINEE INDIAN TRIBE OF WISCONSIN	WI	MENOMINEE	54135	715-799-3321		South
MERCED COUNTY SUPERIOR COURT	CA	MERCED	95340	209-725-4186		South
MERCER COUNTY COMMUNITY COLLEGE	NJ	MERCER	08690	609-935-0180		South
MERCHANTS OFFICE FURNITURE	CO	DENVER	80205	303-297-1100		South
MERCURY CONTRACT RESOURCE LLC	MO	JACKSON	64109	816-377-2735		South
MERCY HOSPITAL OF BUFFALO	NY	ERIE	14220	716-828-2905		South
MERKEL DONAHUE	NY	MONROE	14445	585-325-7696		South
MESA CONTRACT INC	VT	CHITTENDEN	05482	800-258-6372		South
MESSIAH COLLEGE	PA	CUMBERLAND	17055	717-766-2511		South
METALWORKS INC DBA GREAT OPENINGS	MI	MASON	49431	231-845-3111		South
METALWORKS INC DBA GREAT OPENINGS	MI	MASON	49431			South
METRO CONTRACT GROUP	CA	SANTA CLAR	95131	408-325-3200		South
METRO OFFICE SOLUTIONS, INC.	MD	BELCAMP	21017-1299	410-297-6666	Yes	South
METRO SERVICES	GA	DOUGHERTY	31706	229-436-2530		South
METROPOLITAN SEWER DISTRICT	KY	JEFFERSON	40201	502-540-6000		South
METROPOLITAN TRANSPORTATION AUTHORITY	NY	NEW YORK	10017-3739	212-878-0174		South
MG WEST FACILITIES SERVICES	CA	SAN FRANCI	94120	415-284-4831		South
MHF EVANSTON V LLC C/O L&D PURCHASING	NY	PUTNAM	10512	845-282-8946		South
MHG TAMPA AVION PARK HN LP	GA	DEKALB	30340	678-672-4706		South
MHG TOWER LLC	GA	DEKALB	30340	678-672-4706		South
MICHAEL F LUTHER & ASSOCIATES	NC	GUILFORD	27265	336-885-1496		South
MICHELE RANKIN	TX	TRAVIS	78756	512-810-9785		South
MICHIGAN OFFICE ENVIRONMENTS	MI	KALAMAZOO	49007	269-343-0630		South
MID CITY INTERIORS INC	IL	WINNEBAGO	61111	815-633-6789		South
MID SOUTH BUSINESS FURNITURE	TN	DAVIDSON	37204	615-297-5654		South
MIDCITY OFFICE EQUIPMENT	NY	ERIE	14214	716-832-0138		South

MIDDLE COUNTRY CSD BUSINESS OFFICE	NY	SUFFOLK	11720	631-285-8066		South
MIDDLE COUNTRY LIBRARY	NY	SUFFOLK	11720	631-585-9393		South
MIDDLE FLINT BHC	GA	SUMTER	31709	229-931-4435		South
MIDDLE GEORGIA COLLEGE	GA	BLECKLEY	31014	478-934-3004		South
MIDDLE GEORGIA STATE COLLEGE FACILITIES DEPT	GA	BIBB	31206	478-471-5373		South
MIDDLESEX COUNTY UTILITIES AUTHORITY	NJ	MIDDLESEX	08872	732-721-3800		South
MIDLAND COUNTY ACCOUNTS PAYABLE	TX	MIDLAND	79702			South
MID-TENNESSEE OFFICE EQUIPMENT	TN	SMITH	37030	615-735-9435		South
MIDWEST OFFICE INC	UT	SALT LAKE	84101	801-359-7681		South
MIDWEST OFFICE INTERIORS	IL	DUPAGE	60517	630-850-8700	Yes	South
MIDWEST OFFICE SUPPLY LLC	IL	SANGAMON	62705	573-364-2485		South
MIKE RYAN INTERIORS	VA	FAIRFAX	22102	202-288-4449		South
MILES BARRY CONTRACT FURNITURE INC	CA	SAN MATEO	94044	650-359-5611		South
MILES TREASTER & ASSOCIATES	CA	SACRAMENTO	95811-7149	916-373-1800	Yes	South
MILES TREASTER & ASSOCIATES	CA	SACRAMENTO	95811	916-313-1800	Yes	South
MILITARY AFFAIRS DEPT	NM	SANTA FE	87508	505-347-3581		South
MILITARY DEPARTMENT	AL	MONTGOMERY	36109	334-271-7406		South
MILL DISTRIBUTORS	OH	PORTAGE	44202	330-995-9200		South
MILLBROOK LIBRARY	NY	DUTCHESS	12545	845-677-3611		South
MILLBURN TOWNSHIP PUBLIC SCHOOLS	NJ	ESSEX	07041	973-376-3600		South
MILLCREEK TWP SCHOOL DISTRICT	PA	ERIE	16506	814-835-5673		South
MILLENNIUM OFFICE SOLUTIONS	NJ	ESSEX	07050	862-579-3226		South
MILLER HUGGINS INC.	IN	MADISON	46016	765-644-4404		South
MILLER ZELL INC	GA	FULTON	30336	404-691-7400		South
MILLERS OF COLUMBIA	SC	RICHLAND	29240	803-254-1656	Yes	South
MILLER'S OF COLUMBIA, INC.	SC	COLUMBIA	29204-1437	803-254-1656	Yes	South
MILLERS OFFICE FURNITURE AND STEEL	AL	CALHOUN	36202	256-237-1641		South
MILLERS SUPPLIES AT WORK INC	VA	FAIRFAX	22122	703-644-2200		South
MILLERSVILLE UNIVERSITY	PA	LANCASTER	17551	717-872-3013		South
MILLINGTON LOCKWOOD INC	NY	ERIE	14225	716-633-5600	Yes	South
MILTON AREA SCHOOL DISTRICT	PA	NORTHUMBER	17847	570-742-7614		South
MILTON TERRY ASSOCIATES INC	NJ	PASSAIC	07438	973-697-7227		South
MINC INTERIOR DESIGN	NC	CUMBERLAND	28301	910-689-0171		South
MINER COLFAX MEDICAL CENTER	NM	COLFAX				South
MINOT AIR FORCE BASE	ND	WARD	58705	701-723-6541		South
MISSCO CONTRACT SALES LLC	MS	RANKIN	39232	601-987-8600		South
MISSILE DEFENSE AGENCY	AL	MADISON	35898	2566-955-134		South
MISSISSIPPI GULF COAST COMMUNITY COLLEGE	MS	STONE	39573	601-928-6226		South
MISSOULA URBAN INDIAN HEALTH CENTER	MT	MISSOULA		406-829-9515		South
MISTER PAPER INC	FL	ALACHUA	32627	352-377-2737		South
MITRE CORPORATION THE	MA	MIDDLESEX	01730	781-271-2000		South
MITSCH DESIGN	IN	HAMILTON	46032	317-573-2222		South
MKIND INC DBA SUMMIT ERGONOMICS	NH	HILLSBOROU	03101	603-629-9995		South
MMP OFFICE INTERIORS INCORPORATED	NS		B3B 1B8	506-452-1333		South
MMS EAST LLC	MO	SAINT LOUI	63045	314-291-2900		South
MOBILE AIRPORT AUTHORITY	AL	MOBILE	36615	251-438-7334		South
MOBILE COUNTY COMMISSION	AL	MOBILE	36633	251-574-8613		South
MOBILE PUBLIC LIBRARY	AL	MOBILE	36602	251-208-7155		South
MOBILI OFFICE LLC	PA	ALLEGHENY	15219	412-281-6090		South
MOD DESIGN	MI	OAKLAND	48034	248-549-2069		South
MODEL HOME INTERIORS INC	MD	HOWARD	21075	443-899-0200		South
MODERN BUSINESS EQUIPMENT INC	GA	RICHMOND	30901-1033	706-724-8700	Yes	South
MODERN BUSINESS EQUIPMENT, INC.	GA	AUGUSTA	30901-1033	706-724-8700	Yes	South
MODERN BUSINESS INTERIORS	MO	SAINT CHAR	63303	636-946-2500		South
MODERN ENVIRONMENTS INC	VA	VIRGINIA B	23454	757-497-9577		South
MODERN OFFICE INTERIORS INC	IL	DUPAGE	60563	630-754-0030		South
MODERN OFFICE INTERIORS INC	MI	OTTAWA	49404	616-997-8608		South
MODERN SPACE-TECHLINE ROCKFORD	IL	WINNEBAGO	61111	815-226-1611		South
MODULAR DESIGNS	TN	WASHINGTON	37615	423-467-0071		South
MODULAR OFFICE ENVIRONMENTS	FL	BROWARD	33311	954-735-1183		South
MODULAR SYSTEMS NETWORK, INC.	CA	EL CAJON	92021-1935	(619) 440-3375	Yes	South
MOFFAT LIBRARY OF WASHINGTONVILLE	NY	ORANGE	10916	845-496-5483		South
MOHAWK VALLEY COMM COLLEGE	NY	ONEIDA	13501-5394	315-792-5427		South
MOI	MD	BALTIMORE	21244	410-265-5600		South
MOI, INC.	MD	BALTIMORE	21244-2634	443-780-2092		South
MOJAVE NATIONAL PRESERVE	CA	SAN BERNAR	92311	619-755-7223		South
MOMENTUM PROCUREMENT GROUP INC	OR	CLACKAMAS	97027	503-597-2007		South
MON VALLEY DEVELOPMENT CO LP	PA	BUTLER	16063	724-452-2114		South
MONCRIEF ARMY COMMUNITY HOSPITAL	SC	RICHLAND	29207	803-751-7749		South
MONMOUTH COUNTY LIBRARY HEADQUARTERS	NJ	MONMOUTH	07726	732-431-7370		South

MONROE 2 ORLEANS BOCES	NY	MONROE	14559	585-352-2400		South
MONROE COUNTY ADMINISTRATIVE CENTER	PA	MONROE	18360	570-517-3159		South
MONROE COUNTY COMMISSIONERS	GA	MONROE	31029	478-994-7000		South
MONROE COUNTY WATER AUTHORITY	NY	MONROE	14610-0999	585-442-2000		South
MONROE FREE LIBRARY	NY	ORANGE	10950	845-783-4411		South
MONTANA OFFICE MACHINES INC DBA J2 BUSINESS PRODUCTS	MT	FLATHEAD	59901	406-752-8520		South
MONTCLAIR STATE UNIVERSITY	NJ	ESSEX	07043	973-655-7663		South
MONTGOMERY COUNTY	MD	MONTGOMERY	20850	240-777-6300		South
MONTGOMERY COUNTY BOARD OF EDUCATION	AL	MONTGOMERY	36101-0176	334-223-6800		South
MONTGOMERY COUNTY COMM COLLEGE	PA	MONTGOMERY	19422	215-641-6536		South
MONTGOMERY COUNTY CORRECTIONAL FACILITY	MD	MONTGOMERY	20841	240-599-6636		South
MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION	MD	MONTGOMERY	20878	210-777-7656		South
MONTGOMERY COUNTY DEPT OF HEALTH & HUMAN SERVICES	MD	MONTGOMERY	20910	240-777-4630		South
MONTGOMERY COUNTY DEPT OF LIQUOR CONTROL	MD	MONTGOMERY	20878	240-777-1904		South
MONTGOMERY COUNTY GOV	MD	MONTGOMERY	20852	000-000-0000		South
MONTGOMERY COUNTY GOVERNMENT	MD	MONTGOMERY	20850			South
MONTGOMERY COUNTY GOVERNMENT	MD	MONTGOMERY	20853	240-777-1167		South
MONTGOMERY COUNTY MARYLAND - BOARD OF ELECTIONS	MD	MONTGOMERY	20879	240-777-8525		South
MONTGOMERY COUNTY OFFICE OF CONSUMER PROTECTION	MD	MONTGOMERY	20850	240-777-3686		South
MONTGOMERY COUNTY PUBLIC LIBRARIES	MD	MONTGOMERY	20850	240-773-3550		South
MONTGOMERY COUNTY SHERIFF'S OFFICE	MD	MONTGOMERY	20850	240-777-7010		South
MONTGOMERY COUNTY TENNESSEE	TN	MONTGOMERY	370414-036	931-648-5720		South
MOON AREA SCHOOL DISTRICT	PA	ALLEGHENY	15108-2597	412-264-9440		South
MOORE DESIGN GROUP	TX	DALLAS	75204	214-651-7100		South
MOORE JUSTICE CENTER	FL	BREVARD	32940	321-633-2172		South
MOORESTOWN TOWNSHIP BOARD OF EDUCATION	NJ	BURLINGTON	08057	856-778-6600		South
MORAN INTERIORS	OH	STARK	44708	330-418-9670		South
MORAVIA CENTRAL SCHOOL	NY	CAYUGA	13118	315-497-2670		South
MORE SPACE PLACE	FL	SARASOTA	34231	941-927-0807		South
MORRIS COUNTY MOTOR SERVICE CENTER	NJ	MORRIS	07927	973-285-6323		South
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY	NJ	MORRIS	07869	973-829-8005		South
MORRISON DESIGN INC	FL	SARASOTA	34236	941-894-6888		South
MOS COLLECTION LLC	PR	MAYAGUEZ	00681-3338	787-265-2525		South
MOSAIC DESIGN STUDIO	OH	FRANKLIN	43215	614-429-6800		South
MOSER CORPORATION	AR	BENTON	72756	479-636-3481		South
MOTEL PLANNING CONCEPTS	CT	FAIRFIELD	06810	203-798-1099		South
MOUNT SINAI BI AP	NY	NEW YORK	10276			South
MOUNT ST. MARY'S HOSPITAL	NY	NIAGARA	14092			South
MOUNTAIN BROOK CITY SCHOOL SYSTEM	AL	JEFFERSON	35213	205-871-4608		South
MOXIE MOD	KY	MCCRACKEN	42001	270-205-5537		South
MS DESIGNS	PA	ALLEGHENY	15106	412-279-1415		South
MSC INDUSTRIAL DIRECT	TN	HAMILTON	37421	423-893-7131		South
MT LEBANON OFFICE EQUIP INC	PA	ALLEGHENY	15216	800-524-7002		South
MT LEBANON SCHOOL DISTRICT	PA	ALLEGHENY	15228	412-344-2099		South
MT SAN ANTONIO COLLEGE	CA	LOS ANGELE	91789	909-274-5554		South
MTA BRIDGE AND TUNNELS	NY	NEW YORK	10004	646-376-0025		South
MTA CAPITAL CONSTRUCTION	NY	NEW YORK	10004	646-252-4654		South
MTA HEADQUARTERS	NY	NEW YORK	10017	646-376-0097		South
MTA OFFICE OF THE INSPECTOR GENERAL	NY	NEW YORK	10121	212-878-0000		South
MUHLENBERG COMMUNITY HOSPITAL	KY	MUHLENBERG	42345	270-338-8267		South
MUHLENBERG SCHOOL DISTRICT	PA	BERKS	19605			South
MULBERRY HOSPITALITY LLC	GA	LOWNDES	31603	770-342-8122		South
MUNCY SCHOOL DISTRICT	PA	LYCOMING	17756	570-546-3125		South
MUNICIPAL AUTHORITY OF BUFFALO TOWNSHIP	PA	BUTLER	16055	724-295-2703		South
MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY	PA	WESTMORELA	15601			South
MUNICIPALITY OF BETHEL PARK	PA	ALLEGHENY	15102	412-831-6800		South
MUNSON BUSINESS INTERIORS INC	KY	JEFFERSON	40206	502-589-1236	Yes	South
MUNSON BUSINESS INTERIORS, INC.	KY	LOUISVILLE	40206-5001	(563)940-9703	Yes	South
MURRAY STATE UNIVERSITY	KY	CALLOWAY	42071	270-809-2703		South
MUSCOGEE COUNTY SCHOOL DISTRICT	GA	MUSCOGEE	31902	706-748-2338		South
MUSE DESIGN INC	NC	COLUMBUS	28472	757-689-3081		South
MY OFFICE PRODUCTS	TN	RUTHERFORD	37086	615-507-3521		South
MYOFFICEDESIGN.COM LLC	OH	SHELBY	45365	937-489-1467		South
N & N OFFICE FURNITURE	FL	MARION	34470	352-624-3370		South
N GEORGIA COLLEGE & ST UNIV	GA	LUMPKIN	30697	706-864-1856		South
N J I T	NJ	ESSEX	07102	973-596-3163		South
N.I. SYSTEMS INC	NY	WESTCHESTE	10708	914-337-1686		South
N3B LLC	NM	LOS ALAMOS	87544	505-551-2909		South
NAMOU HOTEL GROUP	MI	OAKLAND	48034	248-281-4168		South
NANUET PUBLIC LIBRARY	NY	ROCKLAND	10954	845-623-4281		South

NAS JRB CREDIT UNION	LA	ORLEANS	707143	504-678-3563		South
NASA	FL	BREVARD	32899			South
NASA	TX	HARRIS	77058	281-483-4516		South
NASA GLENN RESEARCH CENTER	OH	CUYAHOGA	44135	216-433-5550		South
NASA HEADQUARTERS	DC	DISTRICT O	20546	202-358-1252		South
NASA SHARED SERVICES CENTER NSSC	MS	HANCOCK	39529	877-677-2123		South
NASCENTIA HEALTH	NY	ONONDAGA	13204	315-477-4663		South
NASHVILLE OFFICE INTERIORS	TN	DAVIDSON	37203	615-329-1811		South
NASSAU COMMUNITY COLLEGE	NY	NASSAU	11530-6793	516-572-7694		South
NASSAU COUNTY DIV OF FACILITIES MANAGEMENT	NY		11554	516-571-4200		South
NASSAU COUNTY PUBLIC WORKS	NY	NASSAU	11590	516-571-6433		South
NASSAU UNIVERSITY MEDICAL CENTER	NY	NASSAU	11554	516-572-5810		South
NATASHA SALYARS	IA	DALLAS				South
NATIONAL ARCHIVES AND RECORDS ADMINISTRATIONS	MO	SAINT LOUI	63138	314-801-9169		South
NATIONAL BUSINESS FURNITURE	WI	MILWAUKEE	53203	414-276-8511		South
NATIONAL BUSINESS FURNITURE, LLC	WI	MILWAUKEE	53214-3109	414-276-8511		South
NATIONAL CAPITAL PLANNING COMMISSION	DC	DISTRICT O	20004	202-482-7250		South
NATIONAL CHURCH PURCHASING GROUP, INC	VA	HANOVER	23111	804-730-9144		South
NATIONAL CTR MISSING & EXP CHILDREN	VA	ALEXANDRIA	22314-3175	703-778-6470		South
NATIONAL GEOSPATIAL INTELLIGENCE AGENCY	VA	FAIRFAX	22150	571-557-6117		South
NATIONAL HIGHWAY TRAFFIC SAFETY ADMIN	MD	BALTIMORE	21201	410-962-0090		South
NATIONAL INSTITUTE OF HEALTH	MD	MONTGOMERY	20892	301-451-6772		South
NATIONAL INSTITUTE ON AGING/NIH	MD	BALTIMORE	21224			South
NATIONAL INTERAGENCY FIRE CENTER	ID	ADA	83705	208-387-5536		South
NATIONAL LABOR REL BOARD FIN OFF	DC	DISTRICT O	20570	202-273-4230		South
NATIONAL MARROW DONOR PROGRAM	MN	HENNEPIN	55413	612-627-8182		South
NATIONAL OFFICE PRODUCTS & PRINTING INC	MI	CHIPPEWA	49783	906-632-3095		South
NATIONAL OFFICE SERVICES INC	OH	CUYAHOGA	44142	216-898-0080		South
NATIONAL OFFICE SUPPLIERS	KY	FAYETTE	40505-4290	859-278-5454		South
NATIONAL OFFICE SYSTEMS	GA	CHATHAM	31401	912-238-0539		South
NATIONAL PREMIER PARTNERS INC	MA	MIDDLESEX	02464	617-651-0102		South
NATIONAL RECONNAISSANCE OFFICE	VA	FAIRFAX	20151	703-808-2977		South
NATIONAL RENEWABLE ENERGY LABORATORY	CO	JEFFERSON	80401	303-384-6453		South
NATIVE VILLAGE OF EKLUTNA	AK	ANCHORAGE	99567	907-688-6020		South
NAVAJO OFFICE PRODUCTS	TX	POTTER	79101	806-331-1658		South
NAVAJO TECHNICAL UNIVERSITY	NM	MCKINLEY	87313	505-786-4184		South
NAVAL MEDICAL CENTER	CA	SAN DIEGO	92134	619-532-8104		South
NAVAL MEDICAL LOGISTICS COMMAND	MD	FREDERICK	21072	301-619-8555		South
NAVAL METEOROLOGY AND OCEANOGRAPHY	MS	HANCOCK	39529	228-688-5994		South
NAVAL RESEARCH LAB	DC	DISTRICT O	20375	202-767-2897		South
NAVAL SURFACE WAREFARE CENTER CRANE DIV	IN	MARTIN	47522	812-854-6636		South
NAVAL SURFACE WARFARE CENTER	MD	MONTGOMERY	20817	301-227-1667		South
NAVIGATING BUSINESS SUPPLY	MI	OAKLAND	48083	248-823-5400		South
NAVRATS INC	KS	LYON	66801	620-342-2092		South
NAVY EXCHANGE SERVICE COMMAND	VA	CHESAPEAKE	23320	757-631-3500		South
NAVY INSTALLATIONS COMMAND, COMMANDER	TN	SHELBY	38055	901-874-5111		South
NAVY SEAL FOUNDATION	VA	NORFOLK CI	23459	757-363-7490		South
NAZARETH CCD	NY	ERIE	14201	716-923-4857		South
NAZARETH COLLEGE	NY	MONROE	14618	585-389-2525		South
NC STUDIO	FL	MIAMI-DADE	33127	305-576-6888		South
NCCA	FL	SARASOTA	34240	941-388-6868		South
NCCC	NY	NIAGARA	14132	716-614-6438		South
NCH HEALTHCARE SYSTEM	FL	COLLIER	34101-3001	239-513-7605		South
NCITE INC	CA	ORANGE	92660	949-734-6400		South
NECHES HH EXTENDED STAY LLC	TX	DALLAS	75006	469-647-3647		South
NEECE OFFICE EQUIPMENT INC	IL	ADAMS	62305	217-223-4421		South
NEESER CONSTRUCTION INC	AK	ANCHORAGE	99503	907-276-1058		South
NEEYAR DISTRIBUTORS	NY	ROCKLAND	10952	718-599-7450		South
NELLO WALL SYSTEMS, INC.	MD	ELKRIDGE	21075-5844	(410)579-8533	Yes	South
NELSON INTERIORS LLC	TX	BEXAR	78238	210-684-2624		South
NEPTUNE FIRE DISTRICT # 4	NJ	MONMOUTH	07754-0457	732-988-9096		South
NEUTRAL POSTURE INC	TX	BRAZOS	77803	979-778-0502	Yes	South
NEUTRAL POSTURE, INC.	TX	BRYAN	77803-0555	1-800-446-3746 EXT	Yes	South
NEVERS INDUSTRIES	MN	HENNEPIN	55447	763-553-1632		South
NEW AMERICA SCHOOL	NM	BERNALILLO	87105			South
NEW BRIGHTON AREA SCHOOL DIST	PA	BEAVER	15066	724-843-1795		South
NEW CASTLE AREA SCHOOL DISTRICT	PA	LAWRENCE	16101	724-656-4771		South
NEW COLLEGE	FL	SARASOTA	34243	941-487-4496		South
NEW DAY OFFICE PRODUCTS & FURNISHINGS	VA	SUFFOLK CI	23435	757-398-0718		South
NEW DAY OFFICE PRODUCTS & FURNISHINGS, INC.	VA	SUFFOLK	23435-2764	757-398-0718		South

NEW EDGE INTERIORS	FL	POLK	33880	863-324-7583	South
NEW ENGLAND DESIGN ASSOC	MA	WORCESTER	01609	508-792-3000	South
NEW ENGLAND WOODCRAFT	VT	RUTLAND	05745	802-247-8211	South
NEW HAMPSHIRE JOB CORPS CENTER	NH	HILLSBOROU	03102	978-877-8999	South
NEW HORIZONS HOSPITALITY	TX	HARRIS	77003	281-660-9005	South
NEW HORIZONS OFFICE INTERIORS	KY	JEFFERSON	40213	502-636-4104	South
NEW JERSEY CITY UNIVERSITY ACCOUNTS PAYABLE	NJ	HUDSON	07305		South
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY	NJ	MIDDLESEX	08540	609-987-0880	South
NEW JERSEY STATE LIBRARY	NJ	MERCER	08625	609-278-2640	South
NEW MEXICO BOARD OF BAR EXAMINERS	NM	BERNALILLO	87102	505-271-9706	South
NEW MEXICO BOARD OF PHARMACY	NM	BERNALILLO	87113	505-222-9843	South
NEW MEXICO DEPARTMENT OF HEALTH	NM	SANTA FE	87504	505-476-8835	South
NEW MEXICO ENVIRONMENT DEPT	NM	SANTA FE	87505	505-476-3718	South
NEW MEXICO INSTITUTE OF MINING &TECH	NM	SOCORRO	87801	505-835-5886	South
NEW MEXICO JUNIOR COLLEGE	NM	LEA	88240	575-492-2661	South
NEW MEXICO MILITARY INSTITUTE	NM	CHAVES	88201	575-624-8082	South
NEW MEXICO OFFICE FURNITURE, INC.	NM	ALBUQUERQUE	87113-1934	505-888-4400	South
NEW MEXICO STATE UNIVERSITY	NM	DONA ANA	88003	575-646-1189	South
NEW MEXICO STATE UNIVERSITY CES	NM	BERNALILLO	87107	505-243-1545	South
NEW ORLEANS HOTEL EQUITY LLC	CO	BOULDER	80027	303-996-8128	South
NEW PARADIGM INTERIORS	MO	SAINT LOUI	63026	636-717-0045	South
NEW RIVER OFFICE SUPPLY INC	VA	MONTGOMERY	24060	540-552-6611	South
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT	IL	COOK	60093	847-446-7000	South
NEW YORK CITY DEPT OF SOCIAL SERVICES	NY	BRONX	10459		South
NEW YORK COUNTY CLERK	NY	NEW YORK	10007	646-386-5950	South
NEW YORK COUNTY FAMILY COURT	NY	NEW YORK	10013	646-386-5180	South
NEW YORK INSTITUTE OF TECHNOLOGY	NY	NASSAU	11568	516-686-7512	South
NEW YORK POWER AUTHORITY	NY	WESTCHESTE	10602	914-287-3397	South
NEW YORK PROSECUTORS TRAINING INSTITUTE	NY	ALBANY	12210		South
NEW YORK SCHOOL FOR THE DEAF	NY	WESTCHESTE	10603	914-481-8237	South
NEW YORK STATE OFFICE OF PARKS	NY	SARATOGA	12866	518-584-2000	South
NEW YORK STATE POLICE	NY	ALBANY	12226	518-457-6621	South
NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS	NJ	ESSEX	07105	973-491-8399	South
NEWARK HOUSING AUTHORITY ACCOUNTS PAYABLE DEPT	NJ	ESSEX	07102	973-273-6000	South
NEWARK WAYNE COMMUNITY HOSPITAL	NY	MONROE	14610-0759	585-922-1774	South
NEWPORT HOSPITALITY GROUP	VA	JAMES CITY	23188	860-941-5722	South
NEWPORT RAMSEY LLC DBA FAIRFIELD INN AND SUITES	VA	JAMES CITY	23188	757-221-6825	South
NEWSPACE INC	MO	ST. LOUIS	63114	314-423-3200	South
NEWTON SEATING COMPANY INC	FL	DUVAL	32203	904-355-2080	South
NEWTOWN OFFICE SUPPLY	PA	BUCKS	18940	215-860-1717	South
NEXAGEN NETWORKS	MD	HARFORD	21001	410-306-6165	South
NEXCOM	VA	VIRGINIA B	23452	757-235-4554	South
NEXTGEN FURNITURE INC	PA	MONTGOMERY	19034	215-259-5300	South
NEXUS OFFICE ENVIRONMENTS, INC	CA	LOS ANGELE	91740	626-470-7826	South
NFUSION DESIGN STUDIO LLC	TN	SUMNER	37066	615-850-5530	South
NGC GROUP INC	NE	LANCASTER	68508	402-261-5489	South
NIAGARA UNIVERSITY	NY	NIAGARA	14109-1937	716-286-8361	South
NIAGARA WHEATFIELD CSD	NY	NIAGARA	14132	716-215-3024	South
NIAGRA FALLS BRIDGE COMMISSION	NY	NIAGARA	14092		South
NICKERSON CORPORATION	NY	SUFFOLK	11706	631-666-0200	South
NIH	MD	MONTGOMERY	20892	301-496-6088	South
NIH NIDCR	MD	MONTGOMERY	20892	301-402-4530	South
NIH/NIAID	MD	MONTGOMERY	20852	240-669-5099	South
NIH/NIAID	MD	MONTGOMERY	20892	301-669-5442	South
NIH-NIDDK	MD	MONTGOMERY	20892	240-688-9072	South
NIKASA DESIGN, INC	TX	MCLENNAN	76643	254-235-0797	South
NINILCHIK TRADITIONAL COUNCIL	AK	KENAI PENI	99639	907-567-3313	South
NIOSH / DSHEFS / MEO	OH	HAMILTON	45226	513-841-4479	South
NIPA BHATT	CA	SANTA CLAR	95128		South
NIST	MD	MONTGOMERY	20899-1640		South
NIST	MD	MONTGOMERY	20899	301-975-6418	South
NJ SCHOOLS DEVELOPMENT AUTHORITY	NJ	MERCER	08625	609-943-5955	South
NJ STATE PAROLE BOARD	NJ	MERCER	08625		South
NM AIR NATIONAL GUARD	NM			999-999-9999	South
NM BOARD OF BAR EXAMINERS	NM	BERNALILLO	87108	505-271-9706	South
NM DOT	NM	BERNALILLO	87199	505-798-6707	South
NM GAMING CONTROL BOARD	NM	BERNALILLO	87113		South
NM PORTFOLIO, LLC	NM	SANTA FE	87501	505-424-9081	South
NMDOT RESEARCH BUREAU	NM	BERNALILLO	87199	505-798-6733	South
NOAA	MD	MONTGOMERY	20906	999-999-9999	South

NOAA	SD	MINNEHAHA	51074	605-330-4247	South
NOAA CTR FOR WEATHER & CLIMATE PREDICTION	MD	PRINCE GEO	20740	301-768-8127	South
NOAA FACILITY ACQ MG	MD	MONTGOMERY	20910	301-628-0919	South
NORBYS WORK PERKS	ND	GRAND FORK	58201	701-746-9441	South
NORRIS DESIGN LLC	TN	CAMPBELL	37714	469-223-5774	South
NORTH CAROLINA CENTRAL UNIVERSITY	NC	DURHAM	27707	919-530-6360	South
NORTH CENTRAL BRONX HOSPITAL	NY	BRONX	10461	212-323-3602	South
NORTH COLONIE CENTRAL SCHOOL DIST	NY	ALBANY	12110-5349	518-785-8591	South
NORTH COUNTRY FAMILY HEALTH CENTER	NY	JEFFERSON	13637	315-782-2628	South
NORTH COUNTRY FAMILY HEALTH CENTER, INC.	NY	JEFFERSON	13601	315-782-9450	South
NORTH GEORGIA MOUNTAIN AUTHORITY	GA	DEKALB	30340	678-672-4732	South
NORTH GEORGIA TECHNICAL COLLEGE	GA	HABERSHAM	30523	706-754-7704	South
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	CA	ORANGE	92801-1819	714-808-4741	South
NORTH SOUND INDUSTRIES	WA	KING	98072	425-398-8952	South
NORTH THURSTON PUBLIC SCHOOLS	WA	THURSTON	98516-5390	360-412-4433	South
NORTHAMPTON BOROUGH MUNICIPAL	PA	NORTHAMPTO	18067	610-262-6711	South
NORTHAMPTON COMMUNITY COLLEGE	PA	NORTHAMPTO	18020	610-861-5402	South
NORTHAMPTON TOWNSHIP	PA	BUCKS	18954	215-357-6800	South
NORTHEAST BUSINESS INTERIORS	OH	STARK	44646	330-353-4430	South
NORTHEASTERN TRIBAL HEALTH SYSTEM	OK	OTTAWA	74355	918-542-1655	South
NORTHERN ADIRONDACK CENTRAL SCHOOL	NY	CLINTON	12935	518-594-3986	South
NORTHERN BUSINESS PRODUCTS	MN	SAINT LOUI	55806	218-726-0167	South
NORTHERN INTERIORS INC DBA MICHAELS OFFICE FURNISHINGS	CA	SHASTA	96003	530-221-3310	South
NORTHERN PENNSYLVANIA REGIONAL COLLEGE	PA	WARREN	16365	814-230-9010	South
NORTHERN QUEST RESORT & CASINO	WA	SPOKANE	99001		South
NORTHERN VALLEY INDIAN HEALTH, INC.	CA	GLENN	95988		South
NORTHERN VIRGINIA CRIMINAL JUSTICE	VA	LOUDOUN	20147-2600	703-729-4299	South
NORTHERN VIRGINIA CRIMINAL JUSTICE ACADEMY	VA	LOUDOUN	20147	703-729-4299	South
NORTHPORT-E NORTHPORT UFSD	NY	SUFFOLK	11768	631-262-6640	South
NORTHWEST FLORIDA STATE COLLEGE	FL	OKALOOSA	32578	850-729-5361	South
NORTHWEST MODULAR SYSTEM FURNITURE	WA	KING	98188	253-395-2504	South
NORTHWEST SHOALS COMMUNITY COLLEGE	AL	COLBERT	35662	256-331-5272	South
NORTHWESTERN COMMUNITY SERVICES	VA	WARREN	22630	5470-662-182	South
NORTHWESTERN COMMUNITY SERVICES	VA	FREDERICK	22602	540-667-8888	South
NORTHWESTERN LEHIGH SCHOOL DIS	PA	LEHIGH	18066	610-298-8661	South
NORTON SOUND HEALTH CORPORATION	AK	NOME	99762-0966	907-443-9691	South
NORVA NIVEL	TX	DALLAS	75243	972-685-6223	South
NORWICH YONKERS LLC C/O TRUE NORTH HOTEL GROUP	CO	BOULDER	80027	303-996-8132	South
NORWIN SCHOOL DISTRICT	PA	WESTMORELA	15642	724-861-3033	South
NOTTAWASEPPI HURON BAND POTAWA	MI	CALHOUN	49052	269-729-5151	South
NOVA CONTRACT INTERIORS	WA	SPOKANE	99208	509-327-3066	South
NTL CTR FOR MISSING & EXPLOITED CHILDREN	VA	ALEXANDRIA	22314	703-224-2150	South
NW OFFICE INTERIORS	OR	CLACKAMAS	97222	503-785-1515	South
NXVET, LLC	VA	WOODBRIDGE	22192-5717	571-358-6198	South
NYACK COLLEGE	NY	ROCKLAND	10960		South
NYC CRIMINAL COURT QUEENS CO	NY	QUEENS	11101	718-298-0510	South
NYC DEPT OF HEALTH & MENTAL HYGIENE	NY	QUEENS	11101	347-396-6435	South
NYC DEPT OF SOCIAL SERVICES	NY	NEW YORK	10007	929-221-5899	South
NYC LANDMARKS PRESERVATION COMMISSION	NY	NEW YORK	10007	212-669-7700	South
NYC POLICE PENSION FUND	NY	NEW YORK	10279	212-693-5069	South
NYC SCHOOL CONSTRUCTION AUTHORITY	NY	QUEENS	11101		South
NYC TAXI AND LIMOUSINE COMMISSION	NY	NEW YORK	10004	212-676-1172	South
NYCHA - FORDHAM	NY	NEW YORK	10104		South
NYS ASSEMBLY	NY	ALBANY	12248	518-455-4002	South
NYS COURT OF CLAIMS	NY	ALBANY	12223	518-432-3441	South
NYS DEPT OF STATE	NY	ALBANY	12231	518-473-3671	South
NYS DIVISION OF CRIMINAL JUSTICE SERVICES	NY	ALBANY	12210	518-485-7629	South
NYS DIVISION OF THE BUDGET	NY	ALBANY	12224	518-474-7423	South
NYS EDUCATION DEPT	NY	ALBANY	12224	518-486-2301	South
NYS LEGISLATIVE BILL DRAFTING COMM	NY	ALBANY	12210	518-455-7602	South
NYS OFFICE OF COURT ADMINISTRATION	NY	NEW YORK	10004	212-428-2865	South
NYS OFFICE OF MENTAL HEALTH	NY	ALBANY	12226	518-473-0506	South
NYS OGS	NY	ALBANY	12226	518-549-0215	South
NYS OMH	NY	ALBANY	102232	585-241-1927	South
NYS OMH	NY	ALBANY	12208	518-474-5432	South
NYS OMH	NY	ALBANY	12232	607-737-4868	South
NYS PARKS RECREATION AND HISTORIC PRESERVATION	NY	ALBANY	12226	518-292-2346	South
NYS TEACHERS RETIREMENT SYSTEM	NY	ALBANY	12211		South
NYS UNIFIED COURT SYSTEM	NY	SARATOGA	12866	518-285-5060	South
NYSP	NY	ALBANY	12226	518-457-9868	South

NYU LANGONE MEDICAL CENTER	NY	NEW YORK	10016	212-404-4200		South
OAI FURNITURE SOLUTIONS AND SERVICES	VA	PRINCE WIL	20169	703-754-3252		South
OAK RIDGE ASSOCIATED UNIV	TN	ANDERSON	37831	865-241-6514		South
OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT	NY	GENESEE	14125	585-948-5211		South
OAKLAND COMMUNITY COLLEGE	MI	OAKLAND	48304	248-341-2080		South
OASAM BRANCH OF INVOICE PAYMENTS	DC	DISTRICT O	20210	202-693-4590		South
OBJEKTS LLC	WA	KING	98121	206-267-1597		South
OCA 4TH DISTRICT	NY	SARATOGA	12866	518-285-5099		South
OCC ANCILLARY	CA	ORANGE	92626			South
OCEAN COUNTY COLLEGE	NJ	OCEAN	08754	732-255-0400		South
OCSA	CA	ORANGE	92701	714-560-0900		South
OCYF BUR OF BUDGET	PA	DAUPHIN	17120	717-705-2913		South
ODOT - TLC	OR	MARION	97302	503-986-3767		South
OEC BUSINESS INTERIORS	FL	ALACHUA	32606	352-332-1192		South
OEC BUSINESS INTERIORS	IL	DUPAGE	60126-1014	630-589-5500		South
OFCO INC	TX	TARRANT	76104	817-877-0708		South
OFDC COMMERCIAL INTERIORS	FL	MANATEE	33966	239-337-1212		South
OFFICE & ERGONOMIC SOLUTIONS INC	CA	SAN BERNAR	91730	909-646-9870		South
OFFICE 1010	IN	MARION	46268	317-912-4470		South
OFFICE 11	CA	SAN DIEGO	92028	949-981-8312		South
OFFICE 360 INC	IN	MARION	46278	317-632-1360		South
OFFICE AND INDUSTRIAL SPECIALISTS INC	KY	JEFFERSON	40214	502-361-1818		South
OFFICE BASICS INC	PA	DELAWARE	19061	610-471-1000		South
OFFICE BOY LTD	TX	DALLAS	75220	214-357-9111		South
OFFICE CITY EXPRESS	OH	DELAWARE	43015	740-363-1765		South
OFFICE CONCEPTS LTD	IA	BLACK HAWK	50704	319-234-1221		South
OFFICE COORDINATORS INC	TN	HAMILTON	37408	423-756-4531		South
OFFICE CREATIONS INC	GA	GWINNETT	30024	678-714-7474		South
OFFICE DEPOT	TX	EL PASO	79998	855-427-4636		South
OFFICE DESIGN & FURNISHINGS, LLC	MI	YPSILANTI	48197-5424	734.217.2717	Yes	South
OFFICE DESIGN & INTERIORS INC	CA	SANTA CLAR	95030	408-500-6870		South
OFFICE DESIGN AND FURNISHINGS	MI	WASHTENAW	48197	734-217-2717	Yes	South
OFFICE DESIGN CONCEPTS, L.L.C.	TX	HOUSTON	77043-2226	7138493611	Yes	South
OFFICE DESIGN GROUP	CA	ORANGE	92618	949-215-5557	Yes	South
OFFICE DESIGN GROUP, INC.	CA	IRVINE	92618-2508	9492155557	Yes	South
OFFICE DESIGN SOLUTIONS	GA	HENRY	30252	404-937-4069	Yes	South
OFFICE DESIGN SOLUTIONS	PR		00745	787-998-8902		South
OFFICE DESIGN SOLUTIONS, LLC	GA	MCDONOUGH	30252-2986	4045977683	Yes	South
OFFICE DIMENSIONS INC	FL	MIAMI-DADE	33076	305-576-7550		South
OFFICE DR.COM	FL	HERNANDO	34604	856-368-9085		South
OFFICE ELEMENTS	IA	WOODBURY	51101-1904	712-255-0181		South
OFFICE ELEMENTS INC	FL	PALM BEACH	33487	954-782-1855		South
OFFICE ENVIRONMENT COMPANY	KY	JEFFERSON	40203	502-585-5161		South
OFFICE ENVIRONMENT SPECIAL INC	MN	WASHINGTON	55082	612-741-3035		South
OFFICE ENVIRONMENTS & SERVICES	FL	DUVAL	32207-2923	904-398-9761		South
OFFICE ENVIRONMENTS INC	AL	JEFFERSON	35219	205-930-0238	Yes	South
OFFICE ENVIRONMENTS INC	MS	HINDS	39201	601-355-0313		South
OFFICE ENVIRONMENTS INC	NC	MECKLENBUR	28241	704-714-7259		South
OFFICE ENVIRONMENTS INC	PA	BUCKS	19007	267-553-1000		South
OFFICE ENVIRONMENTS INTERNATIONAL (VA)	VA	ARLINGTON	22206	703-578-1600		South
OFFICE ENVIRONMENTS INTERNATIONAL, INC.	VA	ARLINGTON	22206-2267	703-963-1725		South
OFFICE ENVIRONMENTS- VT	VT	CHITTENDEN	05403	802-864-3000		South
OFFICE ENVIRONMENTS, INC.	AL	BIRMINGHAM	35203-3137	2054438300	Yes	South
OFFICE ENVIRONMENTS, INC.	PA	BRISTOL	19007-1521	267-553-1000		South
OFFICE EQUIPMENT CO (MT)	MT	HILL	59501	406-265-9611	Yes	South
OFFICE EQUIPMENT CO OF MOBILE	AL	MOBILE	36616	251-471-3368		South
OFFICE EXPRESS	MI	LIVINGSTON	48843	517-546-2958		South
OFFICE EXPRESS	MI	OAKLAND	48083	877-795-2600		South
OFFICE EXPRESS SUPPLIES INC	FL	MIAMI-DADE	33014	305-528-1872		South
OFFICE EXPRESS UP INC	MI	HOUGHTON	49931	906-487-9752		South
OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES	NY	SCHENECTAD	12304	518-370-7331		South
OFFICE FURNITURE & RELATED SVC INC	TN	DAVIDSON	37213	615-244-0117		South
OFFICE FURNITURE 4 LESS LLC	FL	MARION	34471	352-351-1548		South
OFFICE FURNITURE 911, INC.	FL	HILLSBOROU	33602	727-453-8936		South
OFFICE FURNITURE BARN INC	PA	MONTGOMERY	19090	215-646-1255		South
OFFICE FURNITURE CENTER	FL	HILLSBOROU	33606	813-254-7253		South
OFFICE FURNITURE CONCEPTS	NC	WILKES	28697	336-973-7008		South
OFFICE FURNITURE CONCEPTS LLC	TN	MAURY	38401	615-942-5084		South
OFFICE FURNITURE CONCEPTS LP	TX	BELL	76501	817-487-8439		South
OFFICE FURNITURE CONNECTION	MD	ANNE ARUND	21108	301-261-3036		South

OFFICE FURNITURE DEPOT	FL	POLK	33805	863-682-3450		South
OFFICE FURNITURE EXPO	GA	DEKALB	30340	770-455-0440		South
OFFICE FURNITURE GROUP	CA	ORANGE	92612	949-769-6400		South
OFFICE FURNITURE HEAVEN	NY	NEW YORK	10001	212-989-8600		South
OFFICE FURNITURE INC (OFI)	CT	HARTFORD	06111	860-666-3357		South
OFFICE FURNITURE INTERIORS INC	TX	BEXAR		210-444-1376		South
OFFICE FURNITURE NOW	TX	TRAVIS	78745	512-448-3769		South
OFFICE FURNITURE OUTFITTERS LLC	TN	KNOX	37916	865-524-3003		South
OFFICE FURNITURE OUTLET - CA	CA	SAN DIEGO	92142-1252	858-271-9700		South
OFFICE FURNITURE PLUS	PA	DELAWARE	19043	610-497-9120		South
OFFICE FURNITURE SERVICE	NY	NEW YORK	10018	718-567-7400		South
OFFICE FURNITURE SOLUTIONS	MS	HARRISON	39507	228-864-3379		South
OFFICE FURNITURE SOLUTIONS	WA	PIERCE	98373	253-330-3867		South
OFFICE FURNITURE SOLUTIONS INC	MI	OAKLAND	48390	248-668-0077		South
OFFICE FURNITURE SOLUTIONS LLC	UT	SALT LAKE	84117	801-974-1970		South
OFFICE FURNITURE SOLUTIONS OF FLORIDA	FL	BROWARD	33064-1533	954-973-7997		South
OFFICE FURNITURE SOURCE	OH	HAMILTON	45241	513-531-0900		South
OFFICE FURNITURE SOURCE LLC	TX	DALLAS	75244	972-242-1700		South
OFFICE FURNITURE TEAM	TX	DALLAS	75001	972-503-8326		South
OFFICE FURNITURE WAREHOUSE	NY	SUFFOLK	11749	631-582-5388		South
OFFICE FURNITURE WAREHOUSE	OH	CUYAHOGA	44103	216-431-2700		South
OFFICE FURNITURE WAREHOUSE	PA	ALLEGHENY	15235	412-331-6711		South
OFFICE FURNITURE WAREHOUSE INC	FL	BROWARD	33069	954-968-4700		South
OFFICE FURNITURE WAREHOUSE LLC	TN	HAMILTON	37406	423-790-1376		South
OFFICE GALLERY INTERNATIONAL	MA	NORFOLK	02062	781-762-3733		South
OFFICE IMAGES INC - MD	MD	MONTGOMERY	20855	301-921-0900	Yes	South
OFFICE IMAGES INC GA	GA	FULTON	30076	678-325-3252		South
OFFICE IMAGES, INC.	MD	DERWOOD	20855-7703	240-283-1253	Yes	South
OFFICE INNOVATIONS	MS	MADISON	39110	601-664-1850		South
OFFICE INNOVATIONS INC	NC	STANLY	28127	704-985-1969		South
OFFICE INSTALLATION SERVICES	IN	MARION	46220	317-288-5047		South
OFFICE INTERIORS	OK	OKLAHOMA	73102	405-604-9080		South
OFFICE INTERIORS & DESIGN	NE	LANCASTER	68510	402-484-7500		South
OFFICE INTERIORS & STORAGE SOLUTIONS OF OKC	TX	TAYLOR	79604	405-241-5177		South
OFFICE INTERIORS & SUPPLIES	WA	SNOHOMISH	98203	425-355-3500		South
OFFICE INTERIORS BY OSCO INC	AL	MORGAN	35601	256-340-5100		South
OFFICE INTERIORS INC	GA	FULTON	30303	770-804-1589		South
OFFICE INTERIORS INC	IN	ST JOSEPH	46530	574-277-3400		South
OFFICE INTERIORS OF MEMPHIS	TN	SHELBY	38133	901-372-0023		South
OFFICE LIQUIDATION INC	FL	ORANGE	32805	407-447-6453		South
OFFICE LIQUIDATORS	CO	JEFFERSON	80215	303-741-6022		South
OFFICE MACHINE SALES & SVC	MN	RAMSEY	55126	651-482-1331		South
OFFICE OF ADMIN TRIALS & HEARINGS	NY	NEW YORK	10007	212-440-5476		South
OFFICE OF ATTORNEY	PA			717-783-6343		South
OFFICE OF CONSUMER ADVOCATE	PA	DAUPHIN	17101-1923	717-780-4527		South
OFFICE OF CUBA BROADCASTING	FL	MIAMI-DADE	33166	305-815-8562		South
OFFICE OF INVESTIGATIVE TECHNOLOGY	VA	FAIRFAX	22079			South
OFFICE OF LEGISLATIVE SERVICES	NJ	MERCER	08625	609-847-3351		South
OFFICE OF MENTAL HEALTH	NY	NEW YORK	10032	646-774-5000		South
OFFICE OF NAVAL INTELLIGENCE	DC	DISTRICT O	20395	240-857-5189		South
OFFICE OF SURFACE MINING	PA	ALLEGHENY	15220	412-937-2167		South
OFFICE OF THE ATTORNEY GENERAL	FL	LEON	32301	850-414-3418		South
OFFICE OF THE PUBLIC DEFENDER	PA	LANCASTER	17603	717-299-8356		South
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION	DC	DISTRICT O	20002			South
OFFICE ONE FURNITURE & SERVICES INC	OH	CUYAHOGA	44125	216-901-1681		South
OFFICE OUTFITTERS & PLANNERS INC	CO	MESA	81501	970-245-6300		South
OFFICE PARTNERS INC	AL	JEFFERSON	35235	205-655-8888	Yes	South
OFFICE PARTNERS, INC.	AL	ODENVILLE	35120	215-696-2072	Yes	South
OFFICE PAVILION - TX	TX	HARRIS	77040	713-803-0000		South
OFFICE PAVILION/CONTRACT FURNISHERS OF HI	HI	HONOLULU	96813	808-599-2411		South
OFFICE PEEPS INC.	SD	CODINGTON	57201	605-886-6488		South
OFFICE PLACE LLC	FL	VOLUSIA	32117	386-366-7206		South
OFFICE PRODUCTS CENTER INC	IA	CARROLL	51401	712-792-3901		South
OFFICE PRODUCTS INC	VA	HARRISONBU	22801	540-434-8958		South
OFFICE PRODUCTS NORTHWEST	OR	WASHINGTON	97223	503-546-4111		South
OFFICE PRODUCTS OUTLET INC	MI	GENESEE	48506	810-232-4447		South
OFFICE PRODUCTS PLUS INC	MS	MADISON	39157	601-898-2600		South
OFFICE RELIEF INC	CA	ALAMEDA	94577	510-383-1190		South
OFFICE RENOVATION INC	CA	ORANGE	90740	562-799-1487		South
OFFICE RESOURCE GROUP	TX	DALLAS	75006	214-342-1463		South

OFFICE RESOURCES	MA	SUFFOLK	02210	617-423-9100		South
OFFICE RESOURCES INC	KY	JEFFERSON	40253	502-589-8400		South
OFFICE REVOLUTION LLC	IL	LAKE	60610	312-222-1110		South
OFFICE SALES, INC. (OSI)	NC	CUMBERLAND	28301	910-223-6000		South
OFFICE SCAPES INC	TN	SHELBY	38133	901-385-8000		South
OFFICE SEKKEI OF AMERICA	NY	NEW YORK	10018	212-661-0088		South
OFFICE SERVICE COMPANY	PA	BERKS	19605	610-926-9850		South
OFFICE SERVICES INC	GA	CHATHAM	31415	912-232-7500		South
OFFICE SERVICES, INC.	GA	SAVANNAH	31415-1637	912-232-7500		South
OFFICE SOLUTIONS & SERVICES	MT	MISSOULA	59801	406-541-2020		South
OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICE INC	CA	ORANGE	92887	714-692-7412		South
OFFICE SOLUTIONS INC	MI	KALAMAZOO	49001	269-341-9999		South
OFFICE SOLUTIONS LLC	MA	BRISTOL	02048	781-784-0300		South
OFFICE SOURCE 360	CA	TULARE	93221	559-592-3364		South
OFFICE SPACE DESIGN LLC	MN	BLUE EARTH	56001	507-388-4405		South
OFFICE SPACE INC	IL	COOK	60301	708-948-7850		South
OFFICE SPACE PLANNERS, INC.	OR	WASHINGTON	97223	877-918-1947		South
OFFICE SPECIALISTS	IL	KNOX	61401	309-342-7711		South
OFFICE SUPPLY SERVICES INC	NC	CABARRUS	28027	704-786-4677		South
OFFICE SYSTEMS AND DESIGN INC	MN	RAMSEY	55110	651-490-7771		South
OFFICE SYSTEMS INSTALLATION	NM	BERNALILLO	87193	505-256-0986		South
OFFICE VALUE INC	NC	HARNETT	28334	910-892-7475		South
OFFICE WORKS LLC - TN	TN	KNOX	37919	865-588-7280		South
OFFICE WORLD INC	OR	LANE	97402	541-687-9704		South
OFFICELOGIC INC	PA	BUCKS	19020	215-752-3069		South
OFFICEMART INC	OH	FAIRFIELD	43130	740-687-1707		South
OFFICEMAX	TX	EL PASO	79998	815-431-7222		South
OFFICESCAPES	CO	DENVER	80238	303-574-1115		South
OFFICESIGHT INC	NY	BROOKLYN	11207-1120	877-453-8764		South
OFFICESOURCE LTD	TX	BEXAR	78215	210-212-7742	Yes	South
OFFICESOURCE, LTD.	TX	SAN ANTONIO	78215-1302	512-751-1078	Yes	South
OFFICEWERKS OF ROCHESTER	NY	MONROE	14611	585-472-1972		South
OFFICEWORKS INC	MA	MIDDLESEX	01803	781-270-9000		South
OFFICEWORKS INC - INDIANAPOLIS	IN	HAMILTON	46037	317-577-3971		South
OFFICEWORKS OF NEW ENGLAND INC	ME	YORK	03909	207-361-4515		South
OFFICEWORKS PA	PA	MONTGOMERY	19462	610-834-9877		South
OFFICEWORX	NY	SUFFOLK	11788	631-470-4277		South
OFFISOURCE INC - MINNEAPOLIS	MN	RAMSEY	55116	651-690-0456		South
OFFIX SYSTEMS	PA	LEHIGH	18101	610-231-2000		South
OFR GROUP	CA	SAN MATEO	94403	650-579-7962		South
OFS BRANDS	IN	DUBOIS	47542	812-683-4848		South
OGEECHEE TECHNICAL COLLEGE	GA	BULLOCH	30458	912-486-5500		South
OGLETHORPE COUNTY HEALTH DEPARTMENT	GA	OGLETHORPE	30648	706-743-8181		South
OHIO DESK COMPANY	OH	CUYAHOGA	44115	216-623-0600		South
OHIO WHOLESALE BUSINESS FURINTURE	OH	CUYAHOGA	44114	216-348-0000		South
OMEGA COMMERCIAL INTERIORS	WV	MONONGALIA	26508	304-581-6701		South
OMEGA GROUP IND CORP	CA	RIVERSIDE	92592	858-569-2420		South
OMNI PACIFIC	CA	SAN DIEGO	92020	619-579-6664		South
OMNIFICS, INC.	VA	ALEXANDRIA	22304-6459	703-548-4040	Yes	South
OMT VEHYL	MI	OTTAWA	49424	216-431-2700		South
ONE CANYON LLC	FL	ORANGE	32805	321-424-6039		South
ONE DESIGN CENTER INC	NC	GUILFORD	27408	336-288-0134		South
ONE ELEVEN DESIGN	IN	ALLEN	46802	260-424-1113		South
ONE POINT INC	PA	NORTHAMPTO	18018	610-974-7990		South
ONE WORKPLACE L FERRARI	CA	SANTA CLAR	95050	408-263-1001	Yes	South
ONE WORKPLACE L. FERRARI, LLC	CA	SANTA CLARA	95050-2617	5107297871	Yes	South
ONEIDA INDIAN NATION	NY	MADISON	13421	315-829-8920		South
ONESOURCE OFFICE INTERIORS	OR	MULTNOMAH	97210	503-227-3148		South
ONLY LIBRARIES LTD DBA COLLECTIVE SPACES	OH	HAMILTON	45215	513-761-0885		South
ONONDAGA COUNTY WATER AUTHORITY	NY	ONONDAGA	13211	315-455-7061		South
OPELIKA CITY BOARD OF EDUCATION	AL	LEE	36801	334-745-9700		South
OPEN PLAN LLC	WA	KING	98030	425-250-0770		South
OREILLY OFFICE LLC	OH	FRANKLIN	43215	614-561-1447		South
OSBORNE AND ASSOCIATES	VA	RICHMOND C	23224	804-405-6884		South
OSI INC	NC	MECKLENBUR	28278	704-583-2144		South
OSTERMAN CRON	OH	HAMILTON	45242	513-771-3377		South
OTOOLE OFFICE SUPPLY CO	IA	DUBUQUE	52001	563-556-7074		South
OUTBACK OFFICE INC	CO	JEFFERSON	80439	888-638-2225		South
OUTRAGEOUS INTERIORS INC	GA	GWINNETT	30360	770-840-8455		South
OVAL OFFICE SUPPLY INC	MD	MONTGOMERY	20850	301-589-8989		South

OVERTON & ASSOC LLC	MD	CARROLL	21157	410-386-1600		South
P FOUR	VA	ALEXANDRIA	22314	703-838-9792		South
PAA-KO STUDIOS LLC	NM	BERNALILLO	87047	505-286-5450		South
PACE INTERIORS	UT	SALT LAKE	84111	801-651-5805		South
PACIFIC ARCHITECTURE	CA	SAN LUIS O	93401	805-543-1441		South
PACIFIC ERGONOMICS, INC	CA	SAN DIEGO	92121	619-546-0872		South
PACIFIC OFFICE DESIGNS	CA	SANTA CLAR	95112-4402	650-967-4481		South
PACIFIC OFFICE FURNISHINGS	OR	MULTNOMAH	97204	503-242-4200		South
PACIFIC OFFICE INTERIORS	CA	LOS ANGELE	91301	818-735-0333		South
PALACE OFFICE INTERIORS	CA	SANTA CRUZ	95065	831-476-3815		South
PALAZZO INTERIORS	NY	NEW YORK	10038	212-971-5401		South
PANEL SPECIALISTS INC	TX	BELL	76503-0968	254-774-9800		South
PANNELLO SYSTEMS, LLC	RI	PROVIDENCE	02903	401-648-7100		South
PAOLI	IN	ORANGE	47452	800-472-8669		South
PARADIGM OFFICE INTERIORS	CA	RIVERSIDE	92592	760-731-7560		South
PARAMETERS LTD	MN	HENNEPIN	55416	612-455-7260		South
PARAMOUNT FACILITY MANAGEMENT SOLUTIONS	NJ	SOMERSET	08869	908-393-9990		South
PARAMOUNT PURCHASING INC	GA	FULTON	30337	404-763-1888		South
PARAMOUNT STUDIO INTERIORS	FL	PALM BEACH	33496	561-654-6394		South
PARKER'S INC	NM	SAN JUAN	87401	505-325-8852		South
PARKERSBURG OFFICE SUPPLY CO	WV	WOOD	26101	304-485-5466		South
PARRON HALL OFFICE INTERIORS	CA	SAN DIEGO	92123	858-268-1212	Yes	South
PARRON-HALL CORPORATION	CA	SAN DIEGO	92123-2697	858-268-1212	Yes	South
PATTERSON POPE INC	GA	GWINNETT	30093	770-416-6515		South
PAYLESS OFFICE PRODUCTS	NE	SARPY	68138	402-891-6210		South
PAYMASTER OFFICE PRODUCTS COMPANY	VA	NORFOLK CI	23502	757-466-1225		South
PAZZI	MI	OAKLAND	48009	248-642-6535		South
PBI	NC	BUNCOMBE	28803	828-277-7001		South
PBI INC (MARYLAND)	MD	ANNE ARUND	21401	410-280-3500		South
PCI INDUSTRIES	MI	OAKLAND	48237	248-542-2570		South
PEABODY OFFICE	MA	SUFFOLK	02110	617-542-1902		South
PEABODY OFFICE FURNITURE CORP	MA	BOSTON	02110-2429	617-531-7377		South
PEAR COMMERCIAL INTERIORS	CO	DENVER	80202	303-824-2109		South
PEAR, LLC	CO	DENVER	80202-2139	303-824-2013		South
PECKHAM	MI	INGHAM	48906	517-316-4000		South
PEGGY DYE & ASSOCIATES	AL	JEFFERSON	35233	205-252-7016		South
PEMCO	PA	ALLEGHENY	15102	412-831-7601		South
PEMCOR INC	PA	MONTGOMERY	19428	610-941-7290		South
PENCARE MEDICAL SUPPLY LLC	NC	ASHE	28693	828-394-2353		South
PENCILS PLUS INC	NY	NASSAU	11560	516-729-6086		South
PENINSULA BUSINESS INTERIORS	CA	SALINAS	93901-2705	(831) 757-4107	Yes	South
PENNSYLVANIA OFFICE SVC GROUP	PA	CUMBERLAND	17043	717-763-4793		South
PENNY L PORTER INTERIORS	IL	DUPAGE	60527	630-986-0969		South
PERDUE OFFICE INTERIORS	FL	DUVAL	32202	904-737-5858		South
PERFECTION EQUIPMENT COMPANY INC	NC	CHATHAM	27344	919-742-5077		South
PERISTYLE LLC	MD	BALTIMORE	21211	410-347-9686		South
PERRY OFFICE PRODUCTS DBA PERRY OFFICE PLUS	TX	BELL	76504	254-778-4755		South
PETTER BUSINESS SYSTEMS	KY	MCCRACKEN	42002	270-443-8461		South
PETTUS OFFICE PRODUCTS	AR	PULASKI	72204	501-666-7226		South
PFERRED, LLC	CA	ORANGE	92673	949-878-9187		South
PHELANS INTERIORS/PHELANS INC	IA	LINN	52401	319-363-9634		South
PHH MORTGAGE	NJ	BURLINGTON	08054	856-917-6664		South
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION	OR	MULTNOMAH	97204	000-000-0000		South
PHILLIPS WORKPLACE INTERIORS INC	PA	DAUPHIN	17112	717-944-0400		South
PHOENIX CONTRACT INC	PA	NORTHAMPTO	18017	610-867-7171		South
PHOENIX HOUSE	NY	SUFFOLK	11717-3001	631-306-5820		South
PHOENIX PROJECT	VA	WARREN	22630	540-635-2302		South
PHYSICIAN CARE ACCOUNTING	NY	OSWEGO	13126			South
PIEDMONT OFFICE SUPPLIERS INC DBA FAISON OFFICE PRODUCTS	CO	ADAMS	80011	303-365-4585		South
PIER 2620 HOTEL FISHERMAN'S WHARF C/O BEYER BROWN & ASSOCI/	FL	ORANGE	32805	321-424-6040		South
PIGOTT INC - DES MOINES	IA	POLK	50312	515-279-8879		South
PIKE COUNTY COURTHOUSE	GA	PIKE	30295	770-567-3406		South
PILATO & COUNTS INTERIOR DESIGN	VA	NORFOLK CI	23513	757-623-7760		South
PILCROW SOLUTIONS LLC	MN	HENNEPIN	55439	952-666-2586		South
PINEAPPLE PURCHASING	LA	ORLEANS	70119	504-421-7633		South
PINELLAS COUNTY HUMAN SERVICES	FL	PINELLAS	33756	727-582-7506		South
PINNACLE OFFICE FURNITURE	FL	COLLIER	34109	239-596-2530		South
PINNACLE SOUTH LLC	GA	SPALDING	30224	770-227-3476		South
PIONEER CONTRACT SERVICES, INC	TX	HARRIS	77055	713-464-8200		South
PITNER OFFICE MACH & SUPPLY CO INC	MS	LAFAYETTE	38655	662-234-0062		South

PITTSBURGH FIRE BUREAU	PA	ALLEGHENY	15219	412-255-2860		South
PITTSFORD COMMUNITY LIBRARY	NY	MONROE	14534	585-248/6275		South
PITTSGROVE TOWNSHIP SCHOOLS	NJ	SALEM	08318-3950	856-358-3094		South
PIVOT INTERIORS INC	CA	SANTA CLAR	95054	408-432-5600		South
PIVOT INTERIORS INC	CA	LOS ANGELE	90638	714-739-5293		South
PLAINEDGE UNION FREE SCHOOL DIST	NY	NASSAU	11758	516-992-7443		South
PLANKENHORN STATIONARY COMPANY	PA	LYCOMING	17701	570-326-2676		South
PLANNING BOARD - COUNTY OF OCEAN	NJ	OCEAN	08754	732-929-2054		South
PLATINUM CARE INC	NY	KINGS	11220	718-435-2072		South
PLCB - AP OFFICE	PA	DAUPHIN	7108-2025	717-652-6060		South
PLUM BOROUGH SCHOOL DISTRICT	PA	ALLEGHENY	15239-1453	412-795-0100		South
PMC COMMERCIAL INTERIORS	NC	WAKE	27560	919-325-0002		South
PMI HOTELS	MD	BALTIMORE	21202	410-637-3107		South
POD OFFICE	CA	SAN FRANCI	94131	415-813-2504		South
POLICE	NY	SCHENECTAD	12305	518-382-5201		South
POLICE ADMIINISTRATION	VA	LOUDOUN	20176			South
POLICE DEPARTMENT	NY	NEW YORK	10038	718-476-6822		South
POLICE DEPARTMENT 2	AZ	GILA	85541	928-474-5177		South
POLICE DEPT	NY	WARREN	12801	000-000-0000		South
POLICE MANAGEMENT AND BUDGET	MD	MONTGOMERY	20878	240-773-5230		South
POLLON PLAZA RM 202A	NM	SANTA FE	87505	505-827-1390		South
POLSTON COMMERCIAL FURNISHINGS	AZ	YUMA	85365	928-210-4065		South
POMERANTZ ACQUISITION CORP.	PA	PHILADELPHIA	19109-1044	215-408-2112	Yes	South
PORT AUTHORITY OF NY & NJ	NY	NEW YORK	10003	212-435-5096		South
PORT HURON AREA SCHOOL DISTRICT	MI	SAINT CLAI	48061	810-984-6572		South
PORT HURON HOUSING COMMISSION	MI	SAINT CLAI	48060	80-984-3173		South
PORT WASHINGTON UFSD	NY	NASSAU	11050	516-767-5000		South
PORTER STREET PURCHASING	VA	RICHMOND C	23224	804-232-8900		South
PORTERS OFFICE PRODUCTS	ID	MADISON	83440	208-356-4616		South
PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC	OR	MULTNOMAH	97211	503-288-2923		South
POTEAT HOSPITALITY ASSOCIATES LLC	NC	SCOTLAND	28353	910-276-2611		South
POTTSGROVE SCHOOL DISTRICT	PA	MONTGOMERY	19464	610-323-8200		South
PRADERE MANUFACTURING CORP	FL	MIAMI-DADE	33014	305-823-0190		South
PRANA OFFICE	CA	LOS ANGELE	91107	626-203-1703		South
PRATT INSTITUTE	NY	KINGS	11205	718-636-3753		South
PREFERRED OFFICE PRODUCTS	TX	DALLAS	75038	214-358-1200		South
PREMIER & COMPANIES, INC.	NY	NEW YORK	10018-7850	866-412-2472		South
PREMIER FURNISHING SOLUTIONS	IN	WARRICK	47630	812-490-9461		South
PREMIER FURNITURE AND EQUIPMENT	IA	BREMER	50677	319-596-5120		South
PREMIER OFFICE SOLUTIONS INC	PA	MONTGOMERY	19090	215-734-2300		South
PREMIER PROJECT MANAGEMENT LLC	TX	DALLAS	75254	972-980-2700		South
PREMIER PURCHASING & DESIGN	PA	CUMBERLAND	17050	717-591-1620		South
PREMIERE COMMERCIAL FURNITURE + DESIGN DBA PCF+D	FL	POLK	33813	863-648-2000		South
PRENTICE OFFICE ENVIRONMENTS	NY	ERIE	14202	716-884-8452		South
PRESQUE ISLE STATE PARK	PA	ERIE	16505	814-833-7424		South
PREVOLV, INC.	MN	RAMSEY	55114			South
PRICE MODERN LLC	MD	BALTIMORE	21211-3189	301-459-8111		South
PRICE MODERN LLC	MD	BALTIMORE	21211	410-366-5500		South
PRIMUS GROUP INC THE	KS	JOHNSON	66223	913-402-4501		South
PRINCE GEORGE HOTEL INVESTORS, LP			V68 6L5			South
PRINCE WILLIAM COUNTY VIRGINIA	VA	PRINCE WIL	20109	703-792-7290		South
PRINTERS & STATIONERS,INC.	AL	LAUDERDALE	35630	256-764-8061		South
PRIVATE LABEL INTERNATIONAL	AZ	MARICOPA	85259			South
PROBATION AND PAROLE	PA	DAUPHIN	17104	717-787-5699		South
PROBATION SOUTH REG ADMIN (22113)	FL	BROWARD	33301	954-467-4381		South
PROCUREMENT MANAGEMENT	NC	WAKE	27601	919-418-8027		South
PRODUCTIVE BUSINESS INTERIORS INC	IN	ALLEN	46802	260-423-3482		South
PROFESSIONAL BUSINESS INTERIORS	MD	MONTGOMERY	20912	301-495-0057	Yes	South
PROFESSIONAL BUSINESS INTERIORS, LLC	MD	SILVER SPRING	20901-4332	(301)495-0057	Yes	South
PROFESSIONAL OFFICE ENVIRONMENTS INC	MO	SAINT LOUI	63043	314-621-0606		South
PROFESSIONAL SYSTEMS USA INC	NC		27215	336-570-3813		South
PROGRESSIVE AE	MI	KENT	49525	616-361-2664		South
PROJEX INC	CO	DENVER	80202	303-994-4812		South
PROMESA INC	NY	BRONX	10457	347-649-3022		South
PROSPACE INTERIORS	CO	DELTA	81416	870-874-8006		South
PT78 DESIGN LLC	TX	DALLAS	75038	214-215-0509		South
PUBLIC DEFENDER 11TH JUDICIAL CIRCUIT	FL	MIAMI-DADE	33125	305-545-1600		South
PUBLIC DEFENDER FOR THE DISTRICT OF COLUMBIA	DC	DISTRICT O	20004	202-824-2391		South
PUBLIC EMPLOYEES RETIRE ASSOC.	NM	SANTA FE		505-476-9316		South
PUBLIC LIBRARIES BUSINESS OFFICE	MD	MONTGOMERY	20850	240-777-0049		South

PUBLIC LIBRARY/QUEENS	NY	QUEENS	11432	718-990-8527		South
PUBLIC SCHOOLS FACILITIES AUTHORITY	NM	BERNALILLO	87106	505-843-6272		South
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA	QC		K1A 0S5	819-664-1606		South
PUEBLO DE COCHITI	NM	SANDOVAL	87072	505-465-2244		South
PUEBLO OF SANTA ANA	NM	SANDOVAL	87004	505-867-3301		South
PUEBLO OF TESUQUE	NM	SANTA FE	87506	505-983-2667		South
PUEBLO OF ZIA	NM	SANDOVAL	878053	505-867-3304		South
PUETZ CORPORATION	SD	DAVISON	57301	605-996-2276		South
PUGET SOUND BUSINESS INTERIORS INC	WA	KING	98008	425-653-2182		South
PULSE TECHNOLOGY OF INDIANA INC	IN	PORTER	46304	219-924-1400		South
PURCHASING MANAGEMENT INT'L.	TX	DALLAS	75244	972-239-5555		South
PURE OFFICE ENVIRONMENTS LLC	GA	GWINNETT	30092	770-243-8575		South
PURE WORKPLACE SOLUTIONS	MO	JACKSON	64111	816-922-6575		South
PURGISTICS LLC	MD	BALTIMORE	21207	410-244-3001		South
PUTNAM COUNTY SCHOOL DISTRICT	FL	PUTNAM	32177	386-329-0516		South
PUTNAM COUNTY SHERIFFS DEPARTMENT	NY	PUTNAM	10512	845-278-9001		South
PUYALLUP TRIBAL HEALTH AUTHORITY	WA	PIERCE	98404	253-593-0232		South
PVI BUSINESS PRODUCTS	MD	FREDERICK	21701	301-694-7162		South
PW CAMPBELL	PA	ALLEGHENY	15238	412-963-0100		South
Q AND A HOSPITALITY SERVICES	IL	COOK	60007	847-593-3580		South
Q+E DESIGN SOURCE INC	CO	DENVER	80238	303-355-2700		South
QUAKER VALLEY SCHOOL DISTRICT	PA	ALLEGHENY	15056	412-749-3619		South
QUAKERTOWN COMMUNITY SCHOOL DISTRICT	PA	BUCKS	18951	215-529-2022		South
QUALITY BUSINESS SERVICES INC	NC	WILKES	28659	336-838-2957		South
QUALITY COPY PRODUCTS INC	PA	YORK	17402	717-741-4894		South
QUALITY OFFICE ENVIRONMENTS, LLC	NY	LIVINGSTON	14454	585-314-8482		South
QUALITY OFFICE FURNISHINGS INC.	CA		92887	714-692-6667		South
QUALITY OFFICE INTERIORS LLC	KS	JOHNSON	66213	913-312-2482		South
QUALITY OFFICE SOLUTIONS INC	WY	NATRONA	82601	307-472-4200		South
QUANTOM SOLUTIONS LLC	WA	SPOKANE	99201-1099	5097145054	Yes	South
QUANTUM HOSPITALITY GROUP	IL	COOK	60640	630-248-7167		South
QUANTUM RESEARCH INTL INC.	AL	MADISON	35806	719-313-4016		South
QUB'D INTERNATIONAL, INC.	AK	ANCHORAGE	99508-4257	907-777-1543		South
QUEENS COLLEGE	NY	QUEENS	11367	718-997-5757		South
QUEENS COUNTY CLERKS OFFICE	NY	QUEENS	11435	718-298-0602		South
QUEENS DISTRICT ATTORNEYS OFFICE	NY	QUEENS	11415			South
QUEENS HOPSPITAL CENTER	NY	QUEENS	11432	212-323-3604		South
QUEENSBURY UNION FREE SCHOOL DISTRICT	NY	WARREN	120804	518-824-4607		South
QUEST ASSOCIATES	NY	ERIE	14052	315-253-0497		South
QUESTAR III	NY	RENSSELAER	12033	518-477-8771		South
QUICKTURN CONCEPTS	UT	SALT LAKE	84111	801-657-5766		South
QUINN EVANS	MI	WASHTENAW	48104	734-926-0440		South
QWRK COLLECTIVE ENVIRONMENTS LLC	MD	BALTIMORE	21218	410-274-9510		South
R & A OFFICE SUPPLIES LLC	NY	KINGS	11230	718-338-0696		South
R GEORGE & ASSOCIATES INC	FL	VOLUSIA	32724	386-736-2326		South
R&R OFFICE SOLUTIONS	VA	RICHMOND	23220			South
R3 OFFICE SOLUTIONS	GA	GWINNETT	30097	678-428-4668		South
RACHEL MCCOY	AL	SHELBY	35080	205-552-4841		South
RACOON CREEK STATE PARK	PA	BEAVER	15050	724-899-2200		South
RADIO FREE ASIA	DC	DISTRICT O	20036	202-530-4900		South
RAHWAY VALLEY SEWAGE AUTHORITY	NJ	UNION	07065	732-388-0868		South
RAL INVESTMENT CORPORATION	CA	SAN DIEGO	92121-1664	(858)271-8645	Yes	South
RAMADUT HOSPITALITY LLC	NM	DONA ANA	88005	760-960-0682		South
RAMSAY HIGH SCHOOL	AL	JEFFERSON	35205	205-231-7000		South
RAND CONSTRUCTION	VA	ALEXANDRIA	22314	202-449-9848		South
RAND CORPORATION	CA	LOS ANGELE	90407-2138	310-393-0411		South
RANDALL BUSINESS INTERIORS	VA	ALEXANDRIA	22003-0853	703-642-2506	Yes	South
RANDALL BUSINESS INTERIORS INC	VA	ANNANDALE	22003-5912	703-642-2506	Yes	South
RANGE OFFICE SUPPLY & EQUIPMNT	MN	SAINT LOUI	55792	218-741-0432		South
RARITAN COMMUNITY COLLEGE	NJ	SOMERSET	08876-1265	908-526-1200		South
RBA FURNITURE SOLUTIONS INC	WA	KING	98101	206-623-9125		South
RBD LIBRARY	AL	LEE	36849	334-844-7771		South
RBM DEVELOPMENT COMPANY LLC	CO	BOULDER	80027	303-530-3885		South
RCS SYSTEMS INC	WI	MILWAUKEE	53223	414-354-6900		South
RDA 080 ALOFT OCEAN CITY	MD	WORCESTER	21842			South
RDECOM ECBC	MD	HARFORD	21010	410-436-4860		South
RDG PLANNING AND DESIGN	MO	SAINT LOUI	63143	314-405-8799		South
RE DISTRICT	VA	ALEXANDRIA	22314	703-276-8901		South
READING HOSPITAL & MEDICAL	PA	BERKS	19612-6053	610-974-7990		South
READING HOUSING AUTHORITY	PA	BERKS	19611	610-775-9430		South

READYZ GO OFFICE FURNITURE INC DBA ISPACE OFFICE INTERIORS	IN	MARION	46219	317-759-1990		South
REAL INTEGRATED SYSTEMS	CT	NEW HAVEN	06460	203-283-9541		South
RECREATION COUNTYWIDE PROGRAMS	MD	MONTGOMERY	20902	240-777-6886		South
RECREATION DEMASCUS COMMUNITY CENTER	MD	MONTGOMERY	20872	240-777-6930		South
RED ROCK BEHAVIORAL HEALTH SERVICES	OK	OKLAHOMA	73105	405-425-0438		South
RED THREAD SPACES LLC	MA	MIDDLESEX	02210-1101	617-439-4000		South
RED WILLOW OFFSHORE LLC	CO	LA PLATA	81137	970-563-5140		South
REDSTONE ARSENAL CHAPEL	AL	MADISON	35898	256-842-2964		South
REED ASSOCIATES INC	PA	MONTGOMERY	19440	215-256-9572		South
REES OFFICE PRODUCTS	KY	CLARK	40391	859-744-4785		South
REFURBISHED OFFICE ENVIROMENTS DBA REWORK	IL	COOK	60644	773-379-5222		South
REGALMARK	DC	DISTRICT O	20005	407-221-8734		South
REGALMARK, INC.	DC	WASHINGTON	20005-3987	410-298-7751		South
REGIONAL HEALTH CARE AFFILIATES INC	KY	WEBSTER	42450	270-667-7017		South
REGIONAL HEALTH CARE AFFILIATES, INC.	KY	WEBSTER	42450	270-667-7017		South
REGULATION & LICENSING DEPT - STATE OF NEW MEXICO	NM	SANTA FE	87505	000-000-0000		South
REID STATE TECH COLLEGE	AL	CONECUH	36401	251-578-1313		South
REID-COOPER ASSOCIATES	TX	DALLAS	75207	214-745-8905		South
REIDSVILLE OFFICE SUPPLY	NC	ROCKINGHAM	27320			South
REIMAGINE OFFICE FURNISHINGS	FL	HILLSBOROU	33605	813-241-4515		South
RE-JUICED STUDIO LLC	WA	SNOHOMISH	98020	425-673-2670		South
RELIANT GROUP INC	WA	KING	98188	206-575-6727		South
REMCO STORAGE SYSTEMS INC	MI	OAKLAND	48083	248-362-0500		South
REMINGTON LODGING & HOSPITALITY LLC	TX	DALLAS	75254	972-980-2700		South
RENASCENT HOSPITALITY	OH	FRANKLIN	43215			South
RENO BUSINESS INTERIORS INC	NV	WASHOE	89501	775-786-2700		South
RENOVA	PR		00936	787-299-4376		South
RENSSELAER POLYTECHNIC INSTITUTE	NC	WAKE	27623	518-276-6597		South
RENSSELAER POLYTECHNIC INSTITUTE	NY	RENSSELAER	12180-3590	518-276-2061		South
RENSSELAER POLYTECHNIC INSTITUTE	PA	LACKAWANNA	18505	855-262-2710		South
RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NY	NY	NEW YORK	10036	212-417-8300		South
RESOURCE & DESIGN INC	CA	SAN FRANCI	94111	415-777-0202		South
RESOURCE INTERIORS LLC.	NJ	CAMDEN	08033	856-589-8920		South
RESOURCE OFFICE PRODUCTS INC	NM	BERNALILLO	87107	505-314-1591		South
RESOURCE ONE	VA	RICHMOND	23219	804-643-0017		South
RESOURCE ONE OF IL LTD	IL	SANGAMON	62701	217-753-5742		South
RESOURCE PARTNERSHIP, INC	PA	MONTGOMERY	19406	610-768-7000		South
RESPONSE MARKETING INC	MN	HENNEPIN	55344	952-949-4913		South
RESTON BUSINESS INTERIORS	SC	HORRY	29575	843-293-2509		South
RESTYLE INC	MD	BALTIMORE	21223	410-646-4600		South
RETIREMENT SYSTEMS OF ALABAMA	AL	MONTGOMERY	36104	334-517-7218		South
RHODES STATE COLLEGE	OH	ALLEN	45804			South
RIBEIRO CONSTRUCTION CO INC	MD	PRINCE GEO	20735	301-877-1396		South
RICHLAND LIBRARY	SC	RICHLAND	29201			South
RICHMARK ENTERPRISES	OR	CLACKAMAS	97068	503-816-4617		South
RICHMOND COUNTY DISTRICT ATTORNEY	NY	RICHMOND	10301	718-556-7024		South
RICHMOND COUNTY SCHOOL SYSTEM	GA	RICHMOND	30901	706-737-7197		South
RICHMOND COUNTY SCHOOL SYSTEM	GA	RICHMOND	30901	706-737-7197		South
RIDGEWOOD GOVERNMENT SERVICES	OH	COSHOCTON	43845	740-294-7261		South
RIEKE OFFICE INTERIORS	IL	KANE	60123	847-622-9711		South
RIGHT PRICE COMPANIES INC	NY	ONONDAGA	13202	315-701-2380		South
RIGHTSIZE FACILITY PERFORMANCE	IL	COOK	60644	312-698-6960		South
RIO GRANDE CONTRACT FURNISHINGS INC	TX	EL PASO	79901-1732	915-544-8710	Yes	South
RIO HONDO COMMUNITY COLLEGE DISTRICT	CA	LOS ANGELE	90601	562-908-3413		South
RIO RANCHO PUBLIC SCHOOLS	NM	SANDOVAL	87124	505-896-0667		South
RITA MURASE	CA	ORANGE	92646	949-929-9401		South
RIVER CITY FURNITURE DBA RCF GROUP	OH	BUTLER	45069	513-612-7303	Yes	South
RIVER RIDGE RENOVATIONS LLC	LA	OUACHITA	71201	205-706-9612		South
RIVER VALE FREE PUBLIC LIBRARY	NJ	BERGEN	07675			South
RIVERHEAD CENTRAL SCHOOL DISTRICT	NY	SUFFOLK	11901	631-369-6707		South
RIVERS EDGE DESIGN LLC	NC	FORSYTH	27101	336-699-3070		South
RIVIERA UTILITES	AL	BALDWIN	36536	251-943-5001		South
RIXEY & BLUM INC	OH	HAMILTON	45202	513-564-9400		South
RJE BUSINESS INTERIORS	IN	MARION	46202	317-293-4051		South
RJE BUSINESS INTERIORS	OH	HAMILTON	45202	513-641-3700		South
RJE INTERIORS, INC.	IN	INDIANAPOLIS	46202-3810	317-713-6371		South
RKR & ASSOCIATES LLC	FL	MARION	34476	352-208-8642		South
RLJ III HA DENVER TECH CENTER LESSEE LLC	CO	BOULDER	80027	303-996-8116		South
ROANOKE CITY BOARD OF EDUCATION	AL	RANDOLPH	36274	334-863-2628		South
ROBERT H LORD COMPANY INC	CT	HARTFORD	06040	860-645-8700		South

ROBERTS OFFICE FURNITURE CONCEPTS	NY	ONONDAGA	13088	315-451-9185	South
ROBINS AFB	GA		31098		South
ROCHESTER GENERAL HEALTH SYSTEM	NY	MONROE	14610	585-922-1751	South
ROCHESTER INSTITUTE OF TECHNOLOGY	NY	MONROE	14623-5604	585-475-2885	South
ROCHESTER OFFICE INTERIORS	NY	MONROE	14534	585-749-2428	South
ROCK ISLAND ARSENAL	IL	ROCK ISLAN	61299	309-782-1863	South
ROCKFORD PUBLIC SCHOOL DISTRICT	IL	WINNEBAGO	61104	815-966-3098	South
ROCKLAND COMMUNITY COLLEGE	NY	ROCKLAND	10901-3699	845-574-4297	South
ROCKVILLE CENTRE UFSD	NY	NASSAU	11570	516-255-8927	South
ROCKY BOY HEALTH CENTER	MT	HILL	59521	406-395-4486	South
ROCKY MOUNTAIN OFFICE SYSTEMS INC	NM	BERNALILLO	87109	505-237-2700	South
RODCO-BRANDT MANUFACTURING	TX	TARRANT	76063	817-477-4118	South
ROGARDS OFFICE PLUS	IL	CHAMPAIGN	61820	217-359-1795	South
ROGER VASSEUR	TX	HARRIS	77396	832-570-3002	South
ROI OFFICE INTERIORS	NY	ONEIDA	13441	315-334-1388	South
ROLIJO INC	TX	BOWIE	75504	903-794-3113	South
ROME MEMORIAL HOSPITAL	NY	ONEIDA	13440	315-338-7602	South
ROSALYN BRANDT DESIGN ASSOC	CA	MARIN	94920	415-435-3628	South
ROSE CITY OFFICE FURNISHINGS	OR	MULTNOMAH	97217	503-285-8100	South
ROSI OFFICE SYSTEMS, INC	TX	FORT BEND	77477	281-403-4477	South
ROSKAMP INSTITUTE, THE	FL	MANATEE	34243	941-752-2949	South
ROSS RESOURCE INC	TN	WILLIAMSON	37027	615-376-2604	South
ROSWELL PARK CANCER INSTITUTE	NY	ERIE	14263	716-845-3031	South
ROTTERDAM MOHONASEN CENTRAL SCHOOL DISTRICT	NY	SCHENECTAD	12303	518-356-8230	South
ROWAN COLLEGE AT GLOUCESTER COUNTY	NJ	GLOUCESTER	08080	856-415-2225	South
ROWAN RUTGERS BOARD OF GOVERNORS	NJ	CAMDEN	08103		South
ROYAL BUSINESS INTERIORS	PA	YORK	17403	717-845-8775	South
ROYER & SCHUTTS COMM'L INT.	TX	TARRANT	76107	817-332-5424	South
RSFI	OH	FRANKLIN	43085	614-880-9110	South
RT LONDON - WA	WA	THURSTON	98516	360-943-5090	South
RT LONDON CO	MI	KENT	49504	616-364-4800	South
RUBI AND QUIRI INC	NY	FULTON	12095	518-762-7829	South
RUBICON B HACIENDA C/O BRAY WHALER INTL	CO	ARAPAHOE	80112	303-689-0800	South
RUDOLPHS OFFICE & COMPUTER SUPPLY	MD	BALTIMORE	21236	410-931-4150	South
RUFF WEAR INC	OR	DESCHUTES	97703	541-388-1821	South
RUKH CEDAR GROVE PROPERTIES	NJ	MIDDLESEX	07080	973-670-9119	South
RUSSELL VENTURES INC	GA	BARTOW	30102	678-574-9805	South
RUTGERS THE STATE UNIVERSITY OF NEW JERSEY	NJ	MIDDLESEX	08854-5602	848-445-3030	South
RUTGERS UNIVERSITY PROCUREMENT SERVICES	NJ	MIDDLESEX	08854	973-972-9742	South
S ROSE INC	OH	CUYAHOGA	44115	216-781-8200	South
S STEIN LLC	IL	COOK	60651	312-649-7100	South
SAGE COLLEGES THE	NY	RENSSELAER	12180	518-244-2093	South
SAGUARO NATIONAL PARK	AZ	PIMA	85730	520-733-5179	South
SAILILIA HOSPITALITY	TX	DALLAS	75001	469-647-3647	South
SAINT FRANCIS UNIVERSITY	PA	CAMBRIA	15940	814-472-3035	South
SAINT MARTINS HOSPITALITY CENTER	NM	BERNALILLO	87125-7258	505-242-4399	South
SALEM HOTEL GROUP	SC	ANDERSON	29621	404-593-7467	South
SALT CREEK INTERIOR DESIGN LLC	KS	RENO	67501	620-727-7281	South
SALT RIVER PIMA - MARICOPA INDIAN COMMUNITY	AZ	MARICOPA	85256-9722	480-362-7340	South
SAM CLAR OFFICE FURNITURE	CA	CONTRA COS	94520	925-602-3900	South
SAMARITAN HOSPITAL	NY	JEFFERSON	13601	315-785-4000	South
SAMARITAN HOSPITAL	NY	RENSSELAER	12180	734-343-4552	South
SAMCO BUSINESS PRODUCTS	MO	COLE	65109	573-634-3177	South
SAMUELS GROUP	WI	MARATHON	54401	715-842-2222	South
SAN ANTONIO LIGHTHOUSE FOR THE BLIND	TX	SAN ANTONIO	78210-4920	210-533-5195	South
SAN BERNARDINO COMMUNITY COLLEGE DIST	CA	SAN BERNAR	92408	909-382-4033	South
SAN CARLOS SCHOOL DISTRICT	CA	SAN MATEO	94070	650-508-7333	South
SAN DIEGO SPAWAR	CA	SAN DIEGO	92152	619-524-3538	South
SAN FELIPE HOUSING AUTHORITY	NM		87001	505-771-9291	South
SAN JUAN COLLEGE	NM	SAN JUAN	87402	505-566-3254	South
SAN RAFAEL HILLCREST LLC BY US WEST INVESTMENTS	CA	LOS ANGELE	90806	562-424-1720	South
SANDYS OFFICE SUPPLY INC	CO	PITKIN	81611	970-925-1620	South
SANTA BARBARA OFFICE INTERIORS, LLC	CA	SANTA BARB	93111	805-883-8697	South
SANTA CLARITA COMMUNITY COLLEGE DISTRICT	CA	LOS ANGELE	91355	661-362-3417	South
SANTA FE SERVICE UNIT	NM	SANTA FE	87501	505-946-9252	South
SANTA ROSA COMMUNITY HEALTH CENTERS	CA	SONOMA	95403	707-303-3660	South
SANTA ROSA CONSOLIDATED SCHOOLS	NM	GUADALUPE	88435	575-472-3171	South
SANTE FE PUBLIC SCHOOLS	NM	SANTA FE	87505	505-467-2000	South
SARAH MINNIE BADGER FOSTER CARE AGENCY	NY	ERIE	14209	716-884-3622	South
SARASOTA BAY ESTUARY PROGRAM	FL	SARASOTA	34236	941-955-8085	South

SARASOTA MANATEE AIRPORT AUTHORITY	FL	SARASOTA	34236	000-000-0000		South
SARASOTA ORCHESTRA	FL	SARASOTA	34236	941-953-4252		South
SARATOGA COUNTY CLERK	NY	SARATOGA	12020	518-885-2213		South
SARATOGA HOSPITAL	UT	SALT LAKE	84131	518-580-2500		South
SAS INTERIORS INC	CA	MARIN	94945	415-897-1120		South
SAS OFFICE INTERIORS LLC	OH	STARK	44711	330-354-5513		South
SAUQUOIT VALLEY CSD	NY	ONEIDA	13456	315-839-6314		South
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC	SC	AIKEN	29804	803-208-1982		South
SAVANNAH STATE UNIVERSITY	GA	CHATHAM	31404	912-353-3045		South
SAVANNAH TECHNICAL COLLEGE	GA	CHATHAM	31405	912-443-5726		South
SAVE YOUR CHURCH MONEY.COM	OH	WILLIAMS	43506	419-636-3104		South
SAXTON, INC.	IA	LINN	52401-2010	319-365-6967		South
SAYES OFFICE SUPPLY	LA	RAPIDES	71301	318-448-4225		South
SBM BUSINESS EQUIPMENT CTR	IL	WHITESIDE	61081	815-625-4375		South
SC STATE FSA OFFICE	SC	RICHLAND	29201-2375	803-806-3826		South
SCARSDALE BOARD OF EDUCATION	NY	WESTCHESTE	10583	914-721-2438		South
SCHEFFERS	MO	SCOTT	63801	573-472-2422		South
SCHENECTADY COMMUNITY ACTION PROGRAM INC	NY	SCHENECTAD	12307	518-374-9181		South
SCHENECTADY COUNTY	NY	SCHENECTAD	102302	518-388-4241		South
SCHICKLI DESIGN ASSOCIATES INC	KY	JEFFERSON	40204	502-585-1500		South
SCHMIDT GOODMAN OFFICE PRODUCTS	MN	OLMSTED	55906	507-282-3870		South
SCHNEIDER LEAGUE ASSOCIATES	VA	FAIRFAX	22032	703-967-0216		South
SCHOHARIE COUNTY LEGISLATIVE BOARD	NY	SCHOHARIE	12157	518-295-8347		South
SCHOOL 77	NY	ERIE	14213	716-84-0356		South
SCHOOL DISTRICT OF HAVERFORD TOWNSHIP	PA	DELAWARE	19083	610-809-1341		South
SCHOOL DISTRICT OF LANCASTER	PA	LANCASTER	17602	717-735-7869		South
SCHOOL DISTRICT OF NIAGARA FALLS NY	NY	NIAGARA	14304	716-286-4216		South
SCHOOL EQUIPMENT INC	NM	BERNALILLO	87110	505-888-5959		South
SCHOOL SPECIALTY	WI	OUTAGAMIE	54912	920-734-5712		South
SCHWERDT CONTRACT INTERIORS	KS	SHAWNEE	66614	785-272-9522		South
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	TN	ANDERSON	37831			South
SCM TRANSCEND LLC	PR	SAN JUAN	00918	787-749-8000		South
SCOTT RICE OFFICE INTERIORS LLC	KS	SEDGWICK	67219	316-269-2700		South
SCOTT RICE OFFICE WORKS	KS	JOHNSON	66215	913-888-7600		South
SCOTT RICE WORKSPACE SOLUTIONS	OK	OKLAHOMA	73196-0017	918-362-4300		South
SCS INTEGRATED SUPPORT SOLUTIONS LLC	VA	WARREN	22630	703-494-5025	Yes	South
SCS INTEGRATED SUPPORT SOLUTIONS, LLC	VA	FRONT ROYAL	22630-3073	8888821520	Yes	South
SDV OFFICE SYSTEMS LLC	IL	DU PAGE	60515			South
SDV OFFICE SYSTEMS, LLC	NC	ASHEVILLE	28805-1246	844-968-9500	Yes	South
SEA GATE INTERIORS	OH	LUCAS	43528	419-861-6161		South
SEAATS LLC	IL	COOK	60661	312-768-4250		South
SEAL FURNITURE & SYSTEMS	CA	SAN DIEGO	92121	858-450-9960		South
SEATS AND STATIONS INC	CA	PLACER	95747	916-786-8005		South
SEBREE & ASSOCIATES INC	MD	BALTIMORE	21215	410-499-3139		South
SEDGWICK BUSINESS INTERIOR	NY	MONROE	14607	585-461-5070		South
SEDGWICK BUSINESS INTERIOR	NY	ONONDAGA	13204	315-424-1500		South
SEELY CONOVERS OFFICE CENTRE	NY	MONTGOMERY	12010	518-842-1720		South
SEELY OFFICE SOLUTIONS	IN	ALLEN	46825	260-969-4999		South
SEGINSKI & ASSOCIATES	CA	ORANGE	92660	714-558-7600		South
SELBY CONSTRUCTION SERVICES	TX	HARRIS	77377	832-559-7803		South
SENA HOSPITALITY DESIGN INC	FL	ORANGE	32814	407-730-9996		South
SENETICS	HI	HONOLULU	96817	808-531-9788		South
SENSIBLE OFFICE SOLUTIONS	MN	HENNEPIN	55418	612-767-5940		South
SEQUOIA OFFICE OUTFITTERS	MA	NORFOLK	02052	508-359-4499		South
SEWCO INC DBA OFFICEWISE	TX	POTTER	79105	806-372-2236		South
SHARON WALLENBERG & ASSOCIATES	FL	PASCO	34691	727-756-5070		South
SHARP OFFICE SUPPLY	AR	SHARP		870-994-7125		South
SHARP SCHOOL SERVICES INC	IN	LAKE	46342	219-942-6903		South
Shasta County Superior Court	CA	SHASTA	96001	530-225-5685		South
SHAW OFFICE SUPPLIES INC	NC	ROBESON	28358	910-739-2906		South
SHAWN DAVIS	CA	ALAMEDA	94566	925-485-4913		South
SHEEHANS OFFICE INTERIORS	RI	NEWPORT	02871	401-683-3150		South
SHEENA INC	MI	OAKLAND	48324	248-792-3612		South
SHELBY COUNTY 911	AL	SHELBY	35124	205-439-6911		South
SHELBY COUNTY BOARD OF EDUCATION	AL	SHELBY	35051-1910	205-682-7048		South
SHELBY COUNTY COMMISSION	AL	SHELBY	35051	205-669-3955		South
SHELBY COUNTY COMMISSION	AL	SHELBY	35051	205-669-3708		South
SHELBY COUNTY DRUG ENFORCEMENT TASK	AL	SHELBY	35051	205-670-0436		South
SHELBY COUNTY PARK & REC AUTHORITY	AL	SHELBY	35242	205-991-2015		South
SHELBY DISTRIBUTIONS INC	TX	EL PASO	79906	915-590-3050	Yes	South

SHELBY DISTRIBUTIONS INC.	TX	EL PASO	79906-5232	915-590-3050 EXT. 1	Yes	South
SHELF EXPRESS INC	OH	HAMILTON	45231	513-200-8239		South
SHELTON KELLER GROUP	TX	TRAVIS	78744-3069	512-481-1500		South
SHELTON STATE COMM.COLLEGE	AL	TUSCALOOSA	35405	205-391-2211		South
SHENANDOAH COUNTY ADMINISTRATIVE OFFICE	VA	SHENANDOAH	22664			South
SHENENDEHOWA CENTRAL SCHOOLS	NY	SARATOGA	12065	518-881-0600		South
SHEPPARDS BUSINESS INTERIORS	NE	DOUGLAS	68114	402-393-8888		South
SHERIDAN GROUP, THE	CA	LOS ANGELE	90025	310-575-0664		South
SHERIFF'S OFFICE - POLICE ACADEMY	NJ	MONMOUTH	07728	732-431-7370		South
SHIPPENSBURG UNIVERSITY OF PA	PA	CUMBERLAND	17257			South
SHORE TOTAL OFFICE	CA	SAN DIEGO	92126	858-271-8645		South
SHREE HIDDHIVINAYAK HOSPITALITY LLC C/O HOSPITALITY FURNISHIN	PA	BUTLER	16063	877-452-2117		South
SHREVEPORT JOB CORPS CENTER	LA	CADDO	71109	318-629-7596		South
SHRIJI MAHARAH LLC HYATT PLACE VINTAGE PARK	TX	DALLAS	75006	469-647-3647		South
SHULAR CONTRACTING INC	MS	HARRISON	39503	228-868-1733		South
SIDEMARK CORPORATE FURNITURE	CA	SANTA CLAR	95054	408-490-3300		South
SIENA COLLEGE	NY	ALBANY	12211	518-783-2316		South
SIERRA OFFICE SYSTEMS & PROD	CA	SACRAMENTO	95827	916-369-0491		South
SIERRA SCHOOL EQUIPMENT CO	CA	KERN	93308	661-399-2993		South
SIFFORD CONTRACT INTERIORS	MO	GREENE	65802	417-866-3100		South
SIGNATURE RESOURCE GROUP, INC	NC	FORSYTH	27101	336-723-7902		South
SILVER SPRING URBAN DISTRICT	MD	MONTGOMERY	20910			South
SILVERSTONE HOSPITALITY, LLC	CO	BOULDER	80026	720-890-2866		South
SILVERWEST-I INVERNESS LLC	CO		80112	303-689-0800		South
SIMMONS OFFICE INTERIORS	NC	GUILFORD	27404	336-292-8525		South
SIMON FOX & COMPANY	PA	MONTGOMERY	19462	610-239-9001		South
SIMPLICITY SERVICES	OH	FRANKLIN	43016			South
SINGLE OFFICE STOP LLC	OH	HIGHLAND	45133	937-393-3823		South
SIOTS LLC	SC	BERKELEY	29492	847-278-2150		South
SIRI PROCUMENT LLC	AZ	MARICOPA	85013	602-758-3658		South
SISLER JOHNSTON INTERIOR DESIGN INC	FL	DUVAL	32257	904-288-0908		South
SISTERS OF CHARITY HOSPITAL	NY	ERIE	14214	716-923-2900		South
SITEL WORLDWIDE CORPORATION & AFFILIATES	TN	DAVIDSON	37203	615-301-7100		South
SITESOURCE LLC	NJ	PRINCETON	08540-2601	609-683-1007		South
SITESOURCE, LLC	NJ	MERCER	08540	609-683-1007		South
SJD ASSOCIATES LLC	SC	GREENVILLE	29681	864-419-2095		South
SKB PROCUREMENTS INC	DC	DISTRICT O	20036	202-332-2434		South
SKIDMORE COLLEGE ACCOUNTS PAYABLE	NY	SARATOGA	12866	518-580-5847		South
SKUTCHI DESIGNS INC	SC	HORRY	29579	843-410-5446		South
SLI DESIGN INC	TX	HARRIS	77043	713-465-4650		South
SLIPPERY ROCK UNIVERSITY	PA	BUTLER	16057	724-738-2025		South
SLM CONTRACT FURNITURE INC	CA	SAN DIEGO	92117	858-277-9700	Yes	South
SLM CONTRACT FURNITURE, INC.	CA	SAN DIEGO	92117-7007	858-277-9700	Yes	South
SMART BUSINESS INTERIORS,INC.	MO	BOONE	65205	573-474-4057		South
SMART OFFICE ENVIRONMENTS LLC	WA	KING	98006	206-730-8871		South
SMART OFFICE INTERIORS	CA	SANTA BARB	93101	805-965-8585		South
SMART OFFICE SERVICES	MD	ANNE ARUND	21061	410-787-2525		South
SMART SPACE LLC	NY	NEW YORK	10016	212-542-5749		South
SMC HOTELS	TX	DALLAS	75006	469-647-3647		South
SMD DESIGN INC	SC	HORRY	29577	843-283-2710		South
SMDC	AL	MADISON	35898	256-955-3572		South
SMITH & ASSOC. OFFICE PRODUCTS	GA	GLYNN	31520	912-264-2775		South
SMITH CONTRACT LLC	VA	FREDERICKS	22401	703-928-2339		South
SMITH HOME GALLERY	IA	DUBUQUE	52003	563-582-4111		South
SMITH OFFICE PLUS	IN	TIPPECANOE	47702	765-447-3171		South
SMITHSONIAN INSTITUTION	DC	DISTRICT O	20013-7012	202-275-0188		South
SMJ CORPORATE LLC	IL	COOK	60018	847-288-0100		South
SNAP OFFICE	MI	OTTAWA	49423	616-895-7505		South
SNEAD STATE COMMUNITY COLLEGE	AL	MARSHALL	35957	256-593-5120		South
SNOWHITE HOSPITALITY DBA VERTICALLY INTEGRATED PROJECTS	IL	DUPAGE	60101	630-543-2323		South
SOCIAL SECURITY ADMINISTRATION	CA	SAN DIEGO	91942	877-405-4548		South
SOCIAL SECURITY ADMINISTRATION	MD	BALTIMORE	21235	410-965-1010		South
SOCIAL SECURITY ADMINISTRATION CREDIT CARD	MD	BALTIMORE				South
SOG RMB	TX	EL PASO	79918	915-231-2858		South
SOLEBURY SCHOOL	PA	BUCKS	18938	215-862-5261		South
SOLID SOLUTIONS/INST. OUTFITTERS INC	GA	BARROW	30680	770-867-0822		South
SOLUTION PLANNING AND CONTRACT ENVIRONMENT, INC.	MI	MIDLAND	48642-7831	989-835-5151	Yes	South
SOLUTIONS BUSINESS FURNITURE	CA	NEVADA	95959	916-205-7147		South
SOLUTIONS OFFICE INTERIORS INC	CA	SANTA CLAR	95112	408-295-0101		South
SOUND OFFICE SOLUTIONS	WA	KING	98034	206-355-0861		South

SOURCE INTERIORS LLC	SC	GREENVILLE	29681	800-507-5799		South
SOURCE ONE FURNITURE, LLC	NJ	CAMDEN	08003	856-428-6902		South
SOURCE ONE INTERNATIONAL INC	IL	COOK	60202	847-570-9030		South
SOUTH ARKANSAS BUSINESS SOLUTIONS	AR	JEFFERSON	71613	870-879-6400		South
SOUTHERN OFFICE SUPPLIES INC	GA	TIFT	31793	229-387-9555		South
SOUTHERN TIER CONTRACT INCORPORATED	NY	CHEMUNG	14901	607-737-0644		South
SOUTHERN TIOGA SCHOOL DISTRICT	PA	TIOGA	16912	570-638-2183		West
SOUTHERN UNION STATE COMMUNTY COLLEGE	AL	RANDOLPH	36276	256-395-2211		West
SOUTHWEST BUSINESS PRODUCTS INC	OK	KAY	74602	580-765-4401		West
SOUTHWEST CONSTRUCTION MANAGEMENT LTD	ON		M5A 4N3			West
SOUTHWEST FACILITY SERVICES, LLC	AZ	MARICOPA	85234	480-543-7156		West
SOUTHWEST OFFICE SUPPLY, INC.	OR	MULTNOMAH	97210	503-241-1921		West
SOUTHWEST PARTITIONS DBA RC TAYLOR INC	AZ	MARICOPA	85013	602-274-0214		West
SOUTHWEST REGIONAL COOPERATIVE	NM	SIERRA	87901	575-894-7589		West
SOUTHWESTERN PENNA WATER AUTHORITY	PA	GREENE	15344	724-883-2301		West
SOUTHWESTERN STATIONERS INC	OK	OKLAHOMA	73118	405-525-9411		West
SPACE AS ART	FL	SARASOTA	34236	941-388-8202		West
SPACE CARE INC.	MI	OAKLAND	48072	248-541-9060		West
SPACE OFFICE INTERIORS	PA	WAYNE	18428	570-226-5106		West
SPACEPORT AUTHORITY	NM	DONA ANA	88001	575-267-8500		West
SPACES GROUP LLC	TN	SHELBY	38018	901-348-4600		West
SPACES INC	KS	JOHNSON	66215	913-894-8900		West
SPACES, INC.	OK	OKLAHOMA	73034	405-216-8800		West
SPACESAVER INTERIORS	MD	MONTGOMERY	20895	301-933-9390		West
SPACESAVER SYSTEMS, INC.	MD	KENSINGTON	20895-2102	301-933-9390	Yes	West
SPAIN COMMERCIAL, INC.	VA	YORK	23692	757-872-8606		West
SPECIALIZED MARKETING LTD	MD	ANNE ARUND	21401	410-269-7745		West
SPECIALIZED OFFICE SYSTEMS INC	AZ	MARICOPA	85024	602-485-0900		West
SPECPRO TECHNICAL SERVICES LLC	CA	SAN DIEGO	92121			West
SPECTRUM DESIGN GROUP	NY	MONROE	14534	585-387-7190		West
SPECTRUM INTERIORS	MN	DAKOTA	55306	952-808-9999		West
SPECTRUM-A HM DEALER	PA	MONTGOMERY	19460	610-354-0300		West
SPELLMAN BRADY & CO	MO	SAINT LOUI	63105	314-862-0070		West
SPENCER COMPANY, THE	TX	DALLAS	75207	214-720-0345		West
SPENCER DESIGN CONSULTANTS INC	FL	COLLIER	34109	239-450-4395		West
SPRING HILL SUITES PGH MILLS (256)	TX	COLLIN	75093	972-616-8349		West
SPRINGBROOK NY INC	NY	OTSEGO	13820	607-286-7171		West
SPRINGHILL HOLLAND MI	MI	OTTAWA	49424	248-289-1229		West
SPRINGHILL SUITES	AR	PULASKI	72205	501-444-2138		West
SPRINGHILL SUITES	NC	IREDELL	28117	919-669-7430		West
SPRINGHILL SUITES - K.O.P	PA	MONTGOMERY	19406			West
SPRINGHILL SUITES GAINESVILLE	CO	ARAPAHOE	80112	303-689-0800		West
SPRINTZ FURNITURE SHOWROOM,INC	TN	DAVIDSON	37209	615-234-3200		West
SQUARE 369 RESIDENCES SPE LLC	TX	DALLAS	75225	817-975-0058		West
SRAA SYRACUSE REGIONAL AIRPORT AUTH	NY	ONONDAGA	13212	315-454-3263		West
SSH IN M PROPERTY LLC	CO		80027	874-441-1892		West
ST CHARLES CITY COUNTY LIBRARY	MO	SAINT CHAR	63376	636-441-2300		West
ST CLAIR COUNTY	MI	SAINT CLAI	48040	810-364-8990		West
ST CLAIR COUNTY OF COMMISSION	AL	SAINT CLAI	35953	205-594-2100		West
ST ELIZABETH HOSPITAL	IL	SAINT CLAI	62225-5252	618-256-7660		West
ST FRANCIS OF WILLIAMSVILLE	NY	ERIE	14221	716-633-5400		West
ST JAMES MERCY HOSPITAL	NY	STEUBEN	14843	607-324-8024		West
ST JOHN FISHER COLLEGE	NY	MONROE	14618	585-385-8049		West
ST JOHNS UNIVERSITY	NY	QUEENS	11439	718-990-1963		West
ST JOSEPHS COLLEGE	NY	SUFFOLK	11772	631-687-5100		West
ST JOSEPHS HOSPITAL	NY	ONONDAGA	13203	315-448-6129		West
ST LAWRENCE HEALTH SYSTEM	NY	SAINT LAWR	13676	315-261-5236		West
ST LOUIS COUNTY ECONOMIC COUNCIL	MO	SAINT LOUI	63105	314-615-7646		West
ST LUKES CORNWALL HOSPITAL	NY	ORANGE	12550	845-568-2474		West
ST LUKES ROOSEVELT ACCOUNTS PAYABLE	NY	NEW YORK	10276	212-256-2531		West
ST MARYS SCHOOL DISTRICT	PA	ELK	15857	814-834-7831		West
ST PATRICK CATHOLIC CHURCH	PA	CHESTER	19355			West
ST PETERS HOSPITAL	NY	ALBANY	12208	518-275-4232		West
ST. BONAVENTURE UNIVERSITY	NY	CATTARAUGU	14778	716-375-2620		West
STADIUM HOTEL LLC	CO	BOULDER	80027	303-530-3885		West
STAFF ATTORNEYS OFFICE	GA	FULTON	30303	404-335-6100		West
STAMFORD OFFICE FURNITURE	CT	FAIRFIELD	06902	203-388-2311		West
STANCZAK AND ASSOCIATES	PA	MONTGOMERY	19428	610-828-8088		West
STANDARD COMMERCIAL INT (SCI)	NY	ALBANY	12204	518-433-0029		West
STANDARD OFFICE SUPPLY	DC	DISTRICT O	20011	202-829-4820		West

STANFORD FREE LIBRARY	NY	DUTCHESS	12581			West
STANZIONE ASSOCIATES	FL	SARASOTA	34231	941-365-1234		West
STAPLES	SC	RICHLAND	29224	508-253-8926		West
STAPLES BUSINESS ADVANTAGE	FL	BROWARD	33025	866-387-9873		West
STAPLES, INC.	NJ	ENGLEWOOD	07631-4802	800 999 9077 EXT 335		West
STAR STATIONERS	NC	MECKLENBUR	28227	704-375-3206		West
STATE BOARD OF WORKERS COMPENSATION	GA	FULTON	30303	404-656-2016		West
STATE LAND OFFICE	NM	SANTA FE	87504	505-827-5868		West
STATE OF ALABAMA	AL	TUSCALOOSA	35486	205-247-3593		West
STATE OF ALABAMA DEPT OF FINANCE	AL	MONTGOMERY	36130	334-242-7388		West
STATE OF GA DEPARTMENT OF LAW	GA	FULTON	30334	404-651-9327		West
STATE OF KENTUCKY MEDICAL EXAMINERS OFFICE	KY	HOPKINS	42431	270-824-7048		West
STATE OF NEW MEXICO	NM	SANTA FE	87501	505-827-4575		West
STATE OF NM EDUCATIONAL RETIREMENT BOARD	NM	SANTA FE	87505	505-476-6124		West
STATE OF PA- LACKAWANNA CTY DRUG AND ALCOHOL COMMISSION	PA	LACKAWANNA	18503	570-963-6700		West
STATE OFFICE FURNITURE	GA	PUTNAM	31024			West
STATE UNIVERSITY AT ALBANY	NY	ALBANY	12222	518-442-3195		West
STATIONERS, INC.	MS	HINDS	39225-2421	601-948-3622		West
STEELCASE INC.	MI	GRAND RAPIDS	49508-7594	(616)247-2710		West
STEIN SENIOR CENTER	NY	NEW YORK	10003	646-395-8083		West
STENNIS SPACE CENTER	MS	HANCOCK	39529	228-813-4847		West
STEP UP INC	NC	UNION	28105	704-684-6275		West
STEPHANY MUNOZ	CA	SAN DIEGO	92154	619-755-7223		West
STEPHEN GAYNOR SCHOOL	NY	NEW YORK	10024	212-787-7070		West
STEPHENS OFFICE SYSTEMS INC	NC	MECKLENBUR	28203	704-525-7912	Yes	West
STEPHENS OFFICE SYSTEMS, INC.	NC	CHARLOTTE	28203-5424	980-721-2182	Yes	West
STERLING PARK RESCUE SQUAD	VA	LOUDOUN	20165	703-856-3752		West
STEVEN L COHEN AND ASSOCIATES	FL	BROWARD	33309	954-971-1010		West
STEVENS INSTITUTE OF TECHNOLOGY	NJ	HUDSON	07030	201-216-5134		West
STEVEN'S OFFICE INTERIORS	NY	ONONDAGA	13057	315-479-5595		West
STILES OFFICE SOLUTIONS	IL	JACKSON	62901	618-529-4950		West
STILLAGUAMISH TRIBE OF INDIANS	WA	SNOHOMISH	98223			West
STIR	CO	DENVER	80202	303-733-0404		West
STOCKS, INC.	IL	CHAMPAIGN	61821	217-359-1661		West
STOCKTON UNIVERSITY	NJ	ATLANTIC	08205	609-652-4271		West
STONE OFFICE EQUIPMENT, INC.	PA	LACKAWANNA	18505	570-342-1477		West
STONEHILL SALES	NY	MIDDLETOWN	10940-7203	8453861234	Yes	West
STONEHILL SALES & SERVICES LLC	NY	ORANGE	10940	845-386-1234	Yes	West
STONY BROOK FOUNDATION	NY	SUFFOLK	11794-1188	631-632-1706		West
STONY BROOK MEDICINE	NY	SUFFOLK	11779	631-444-9961		West
STONY BROOK UNIVERSITY	NY	SUFFOLK	11794	631-632-6010		West
STONY BROOK UNIVERSITY	NY	SUFFOLK	11794-2610	631-632-9407		West
STONY BROOK UNIVERSITY HOSPITAL	NY	SUFFOLK	11733	631-444-4159		West
STORAGE CONCEPTS, INC.	PA	MONTGOMERY	19002	215-643-1441		West
STOREY KENWORTHY CO	IA	POLK	50309	515-288-3243		West
STOREY KENWORTHY DBA WORKSPACE INC	IA	POLK	50309	515-288-7090		West
STORR OFFICE ENVIRONMENTS	NC	WAKE	27675	919-313-3834		West
STRAHM, DIVISION OF SGI INC	IN	ALLEN	46802	260-489-1575		West
STRATEGIC FURNITURE GROUP INC	CA	LOS ANGELE	90502	310-449-9292		West
STRATEGIC WORKPLACE SOLUTIONS	OR	MULTNOMAH	97230	503-206-4122		West
STRATEGIC WORKSPACES	MA	SUFFOLK	02210	617-426-0777		West
STRATIVIA LLC	MD	PRINCE GEO	20774	301-362-6555		West
STRICKLAND COMPANIES	AL	JEFFERSON	35214	205-798-3000		West
STRONG OFFICE FURNITURE	MI	KENT	49534	616-437-7014		West
STRONGPROJECT INC	CA	LOS ANGELE	90245	310-321-5995		West
STROUD AREA REGIONAL POLICE DEPARTMENT	PA	MONROE	18301	570-421-6800		West
STRUCTEN GROUP	DC	DISTRICT O	20005	202-386-6403		West
STUDIO 121	TN	DAVIDSON	37203	615-469-4121		West
STUDIO 2 INC	NM	BERNALILLO	87111	505-256-4811		West
STUDIO 71 OFFICE FURNISHINGS LLC	FL	DUVAL	32217	904-834-2538	Yes	West
STUDIO 71 OFFICE FURNISHINGS, LLC	FL	JACKSONVILLE	32217-4691	904-339-3059	Yes	West
STUDIO A DESIGN GROUP	PA	DAUPHIN	17033	717-813-3060		West
STUDIO ABODE LLC	GA	FULTON	30324	404-920-4154		West
STUDIO BLUE + INTERIOR DESIGN	KY	FAYETTE	40502	859-264-1477		West
STUDIO HOPE LLC, DBA MODERN MARKET	LA	ORLEANS	70130	504-896-2206		West
STUDIO OFFICE SOLUTIONS	NY	NEW YORK	10036	646-530-8474		West
STUDIO ROUGE INTERIORS	GA	COBB	30067	678-505-8059		West
STUDIO WEST	TX	LUBBOCK	79410	806-749-6162	Yes	West
SUDDATH OFFICE SOLUTIONS	FL	DUVAL	32256	904-256-5540		West
SUFFOLK COMMUNITY COLLEGE	NY	SUFFOLK	11784	631-851-6734		West

SUITE SPACES	MN	CROW WING	56425	218-824-7878		West
SULLIVANS OFFICE SUPPLY	MS	OKTIBBEHA	39759	662-323-8135		West
SULLIVANS OFFICE SUPPLY	NY	SAINT LAWR	13662	315-764-0295		West
SUMMA INTERNATIONAL	CA	LOS ANGELE		424-231-3059		West
SUMMIT HOTEL PROPERTIES	TX	TRAVIS	78738			West
SUMMIT TOWNSHIP SUPERVISORS	PA	ERIE	16509	814-868-9686		West
SUMNER FURNITURE	VA	LOUDOUN	20166	703-348-5697		West
SUNCOAST COMMUNITY HEALTH CENTERS	FL	HILLSBOROU	33579	813-349-7578		West
SUNCOAST WORKFORCE BOARD	FL	MANATEE	34208	941-358-4080		West
SUNNYSIDE COMMUNITY SERVICES, INC.	NY	QUEENS	11104			West
SUNNYVIEW HOSPITAL & REHAB	NY	SCHENECTAD	12308-2198	518-382-4508		West
SUNRAY GROUP OF HOTELS AS AGENT	ON		M2J 4Z2	416-492-1200		West
SUNY BROCKPORT	NY	MONROE	14420	383-395-2210		West
SUNY CANTON	NY	SAINT LAWR	13617	315-386-7555		West
SUNY COLLEGE OF AGRICULTURE	NY	SCHOHARIE	12043	518-255-5532		West
SUNY CORTLAND	NY	CORTLAND	13045	607-753-5751		West
SUNY FREDONIA	NY	CHAUTAUQUA	14063	716-673-3424		West
SUNY GENESEO	NY	LIVINGSTON	14454	585-245-5926		West
SUNY HSC @ SYRACUSE	NY	ONONDAGA	13210	315-464-5480		West
SUNY NEW PALTZ	NY	ULSTER	12561-2443	845-257-3175		West
SUNY OSWEGO	NY	OSWEGO	13126	315-312-2246		West
SUNY PLATTSBURGH	NY	CLINTON	12901	518-564-5402		West
SUNY STUDENT LOAN SERVICE CENTER	NY	RENSSELAER	12144	518-525-2628		West
SUPERIOR BUSINESS PRODUCTS INC	NY	SCHENECTAD	12303	518-356-2480		West
SUPERIOR INSTALLATIONS	FL	PALM BEACH	33404	561-845-9858		West
SUPPLIES EXPRESS, INC.	VA	FAIRFAX	20120-1249	703-818-8257		West
SUPPLY POST	OH	HAMILTON	45242	513-769-5522		West
SUPPLY SOURCE, INC.	PA	LYCOMING	17701	800-633-8753	Yes	West
SUPPLYSOURCE DC, LLC	VA	ALEXANDRIA	22314-1568	5706663581	Yes	West
SUPREME COURT EXECUTIVE ADMIN OFFICE	PA	DAUPHIN	17106-2545	717-231-9500		West
SURPLUS OFFICE SUPPLIES, INC.	MN	RAMSEY	55114	651-644-6494		West
SUSQUEHANNA HEALTH SYSTEM	PA	LYCOMING	17701	570-321-1000		West
SUSQUEHANNA UNNIVERSITY	PA	SNYDER	17870	570-372-4161		West
SUZANNE NICHOLS DESIGN GROUP	FL	ORANGE	32789	407-678-9651		West
SW OFFICE DESIGN	UT	UTAH	84058	801-800-7002		West
SWC OFFICE FURNITURE OUTLET	CT	FAIRFIELD	06911	203-967-8367		West
SWETMON & ASSOCIATES	FL	SEMINOLE	32750	321-594-5569		West
SWV-CY HOTEL OWNER LLC	OK	TULSA	74103	918-587-6158		West
SYNCOM SPACE SERVICES	MS	HANCOCK	39529	228-688-3319		West
SYNCOM SPACES SERVICES S3	NJ	BURLINGTON	08053	228-688-2824		West
SYNERGY BUSINESS ENVIRONMENT	TN	DAVIDSON	37203	615-383-6799		West
SYOSSET CENTRAL SCHOOL DISTRICT	NY		11791-9029	516-364-5600		West
SYRACUSE BEHAVIORAL HEALTHCARE	NY	ONONDAGA	13203	315-474-5506		West
SYRACUSE OFFICE ENVIRONMENTS	NY	ONONDAGA	13202	315-476-9091		West
SYRACUSE UNIVERSITY	NY	ONONDAGA	13244	315-443-2291		West
SYRACUSE UNIVERSITY	NY	ONONDAGA	13244	315-443-2759		West
SYSTEMATIC FACILITY SOLUTIONS	FL	DUVAL	32255-1024	904-651-1641		West
SYSTEMCENTER, INC., THE	HI	HONOLULU	96819-3137	808-847-0911	Yes	West
SYSTEMS & SPACE, INC	CA	ALAMEDA	94566	925-426-1955		West
SYSTEMS FURNITURE, INC.	WI	BROWN	54115	920-336-1510		West
SYSTEMS PLUS OFFICE SERVICE INC	PA	DAUPHIN	17113	717-939-5200		West
SYSTEMS SALES COMPANY INC	NC	PITT	27834	252-355-6948		West
SYSTEMS SOURCE, INC.	CA	ORANGE	92612	949-852-0920		West
T J DISTRIBUTORS INC	MD	HARFORD	21050	410-638-6358		West
T SCHNEIDER COMPANY	PA	SCHUYLKILL	17961	570-943-2463		West
T.MARK INTERIORS INC	CA	CONTRA COS	94526			West
TAB OFFICE ENVIRONMENT	TN	KNOX	37939	865-584-9189		West
TAB OFFICE SYSTEMS	ME	YORK	04072	207-284-4432		West
TAB PRODUCTS OF THE UPSTATE	SC	GREENVILLE	29608	864-232-0131		West
TACTICAL OFFICE SOLUTIONS	MA	ESSEX	01834	978-372-8821	Yes	West
TACTICAL OFFICE SOLUTIONS	VA	HAMPTON CI	23669	757-565-6060	Yes	West
TACTICAL OFFICE SOLUTIONS, INC	VA	HAMPTON	23669-4079	7575656060	Yes	West
TACTICAL OFFICE SOLUTIONS, LLC	MA	HAVERHILL	01830-6032	9783728821	Yes	West
TALLAHASSEE COMMUNITY COLLEGE	FL	LEON	32304	850-201-8518		West
TALOTTA INC	SC	HORRY	29588	843-650-5217		West
TALU LLC	VA	FAIRFAX	20171	571-482-5306		West
TAMPA PORT AUTHORITY	FL	HILLSBOROU	33601	813-905-7678		West
TANGRAM LLC	CA	LOS ANGELE	90670	562-365-5000		West
TANNER OF PA	PA	DAUPHIN	17111	717-985-9700		West
TAP OFFICE FURNITURE CO	GA	BIBB	31210	478-992-9856		West

TARDEC	MI		48397	586-282-6887		West
TAULA LLC	NC	FORSYTH	27101	336-391-7547		West
TAX AND REVENUE DEPARTMENT	NM	SANTA FE	87504	999-999-9999		West
TAYLOR BUSINESS PRODUCTS	NC	PERSON	27573	336-599-2146		West
TAYLOR CONTRACT LLC	LA	EAST BATON	70810	225-603-1011		West
TAYLOR RAY DESIGN LTD	OH	CUYAHOGA	44136	216-832-5190		West
TEAM OFFICE, LLC	MO	JACKSON	64108	816-221-9155		West
TEAM SUCCESS A SCHOOL OF EXCELLENCE	FL	MANATEE	34208	941-714-7260		West
TEAMMATES COMMERCIAL INTERIORS	CO	JEFFERSON	80226	303-639-5885		West
TECH VALLEY OFFICE INTERIORS INC	NY	ALBANY	12205	518-437-1089		West
TECHNICAL COLLEGE SYSTEM OF GEORGIA	GA	DEKALB	30345	404-327-6915		West
TECHNICAL COLLEGE SYSTEM OF GEORGIA	GA	CHATHAM	31402	404-253-2844		West
TECHNICAL FURNITURE RESOURCE INC	TX	TRAVIS	78701	512-327-3144		West
TECHNOLOGY DESKING INC	NY	NEW YORK	10006	212-257-6998		West
TECHNOLOGY SERVICES	MD	MONTGOMERY	20850	240-777-2922		West
TED FLORES	CA	CONTRA COS	94526	510-512-0979		West
TEKNION LLC	NJ	MOUNT LAUREL	08054-1201	856-552-5618		West
TEKNION LLC	NJ	BURLINGTON	08054	856-552-5516		West
TELCAR GROUP THE	NY	SUFFOLK	11741	631-563-9195		West
TEMPLE SQUARE INTERIORS	OH	SUMMIT	44310	234-678-6257	Yes	West
TEMPLE UNIVERSITY	PA	PHILADELPH	19122	215-926-2032		West
TERRACE INTERIORS INC	IL	DUPAGE	60532	630-961-0379		West
TERRELL ENTERPRISES INC	AL	BUTLER	36037	334-382-7415		West
TEXAS OFFICE PRODUCTS	TX	TRAVIS	78702	512-236-9080		West
TEXAS SOUTHEAST	TX	HARRIS	77092	832-368-2865		West
TEXAS STATE UNIVERSITY	TX	HAYS	78667	512-245-2521		West
THE AEROSPACE CORPORATION	CA	LOS ANGELE	90009	571-307-5207		West
THE ART OF SPACE	MD	MONTGOMERY	20854	301-775-7547		West
THE ASSEMBLY STATE OF NEW YORK	NY	KINGS	11220	718-492-6334		West
THE ASSEMBLY STATE OF NEW YORK ALBANY	NY	KINGS	11231	718-246-4889		West
THE BLUME GROUP	FL	ORANGE	32853	407-529-9082		West
THE CATHOLIC UNIVERSITY OF AMERICA	DC	DISTRICT O	20064	202-319-6033		West
THE CITY DESK COMPANY	OH	CUYAHOGA	44103	216-881-6460		West
THE COLLEGE OF SAINT ROSE	NY	ALBANY	12203	518-337-4925		West
THE COLLEGE OF WOOSTER	OH	WAYNE	44691-2363	330-263-2367		West
THE COMPETITIVE EDGE OFFICE SYSTEMS	UT	SALT LAKE	84101	907-790-5596		West
THE CORNER OFFICE	CA	MARIN	94903	415-362-5595		West
THE DE LA MOTTE COMPANY	OH	LAKE	44077	419-217-0621		West
THE DOMERACKI PARTNERS	FL	LAKE	34711	888-451-0088		West
THE EISEN GROUP	DC	DISTRICT O	20001	202-595-1900		West
THE FEDERAL HOME LOAN BANK OF CINCINNATI	OH	HAMILTON	45201	513-852-7500		West
THE FURNITURE NETWORK, INC.	NC	MECKLENBUR	28277-8851	704-846-5775		West
THE GATEWAY MIDDLE SCHOOL	NY	NEW YORK	10023-7952	212-777-5966		West
THE HARBOR INTERIORS LLC	MD	PRINCE GEO	20745	240-696-7880		West
THE HOTEL DESIGN GROUP	FL	ORANGE	32804	321-230-1708		West
THE JOHN & MABLE RINGLING MUSEUM OF ART FOUNDATION	FL	SARASOTA	34243	941-359-7400		West
THE JOYCE GROUP	NC	GUILFORD	27410	336-294-4001		West
THE JUDICIARY	NJ	MERCER	08625	609-292-8386		West
THE JUDICIARY SUPERIOR COURT OF NJ CUMBERLAND	NJ	CUMBERLAND	08302	858-453-4367		West
THE JUDICIARY SUPERIOR COURT OF NJ MONMOUTH CO	NJ	MONMOUTH	07728	732-308-2909		West
THE JUDICIARY SUPERIOR COURT OF NJ MORRIS CO	NJ	MORRIS	07963	973-856-3957		West
THE KINGSTON LIBRARY	NY	ULSTER	12401	845-331-0507		West
THE LIBERTY TEXTILE CO	OH	CUYAHOGA	44103	216-881-5994		West
THE LOS ANGELES KINGS HOCKEY CLUB LP	CA	LOS ANGELE	90245	310-535-4423		West
THE M1 PROJECT	MA	SUFFOLK	02215	617-906-6032		West
THE MADISON TEAM LLC	WA	KING		206-930-0407		West
THE MARGATE CITY LIBRARY	NJ	ATLANTIC	08402	609-822-4700		West
THE MAURER GROUP DBA COCRE8 INTERIORS	MO	SAINT LOUI	63127	314-645-4700		West
THE MOUNT SINAI HOSPITAL	NY	NEW YORK	10029	212-731-3961		West
THE MULHOLLAND GROUP LLC	NY	ALBANY	12203	212-661-5015		West
THE NAVAJO NATION	AZ	APACHE	86515	928-871-6317		West
THE NEW YORK PUBLIC LIBRARY	NY	NEW YORK	10016	212-592-7314		West
THE NEWARK PUBLIC SCHOOL	NJ	ESSEX	07102			West
THE OFC GROUP INC	TX	COLLIN	75070	817-798-2357		West
THE OFFICE CITY	CA	SAN MATEO	94063-1412	650-364-4311		West
THE OFFICE CONNECTION	MI	OAKLAND	48331	248-489-9240		West
THE OFFICE SHOP INC	MN	AITKIN	56431	218-927-6911		West
THE OFFICE STATION LLC	FL	PALM BEACH	33411	561-377-4888		West
THE PRESIDIO TRUST	CA	SAN FRANCI	94129	415-561-5300		West
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	CA	SANTA BARB	93106-2040	805-893-4182		West

THE SENECA NATION OF INDIANS	NY	CATTARAUGU	14779	716-532-4900		West
THE STUDIO BY DESIGN SPACE STUDIOS LLC	NY	MONROE	14450	585-703-6321		West
THE SUPPLY ROOM COMPANIES	VA	HANOVER	23005	804-412-2833		West
THE SYRACUSE BUSINESS CENTER INC	NY	ONONDAGA	13204	315-422-1076		West
THE ULTIMATE BACK RUB STORE INC	IL	COOK	60062	847-504-1711		West
THE UNIVERSITY OF TEXAS AT EL PASO	TX	EL PASO	79968	915-747-5163		West
THE VAN HOOZER GROUP, LLC	KS	WYANDOTTE	66109	913-406-8925		West
THE WILDERNESS CLUB AT BIG CEDAR	FL	ORANGE	32805	321-424-6038		West
THE WOREK COMPANY,INC.	NJ	MERCER	08611	609-396-5445		West
THIEL AND THIEL	TX	TARRANT	76034	817-581-3838		West
THIEMANN OFFICE PRODUCTS INV	IN	VIGO	47808	812-235-8149		West
THINK OFFICE LLC	AK	ANCHORAGE	99518	907-338-4465		West
THISTLEDOWN INTERIORS	PA	CUMBERLAND	17011	717-730-3838		West
THOMA-HOLEC DESIGN LLC	AZ	MARICOPA	85209	480-671-9307		West
THOMAS CONTRACT FURNITURE INC	TX	DALLAS	75207	214-741-3331		West
THOMAS H. LAVERY INC DBA NATIONAL FURNITURE LIQUIDATORS	TX	TARRANT	76053	817-268-1100		West
THOMAS INTERIOR SYSTEMS	IL	DUPAGE	60108	630-980-4200		West
THORPE COMMERCIAL GROUP	KY	JEFFERSON	40207	502-894-9120		West
THRIFTY OFFICE FURNITURE	NC	WAKE	27617	919-598-8454		West
THW DESIGN	GA	FULTON	30328	404-252-8040		West
TIB OFFICE	IN	LAKE	49411	219-662-2860		West
TIM O'NEIL ASSOCIATES	PA	ALLEGHENY	15126	412-953-1005		West
TIMOTHY TRAVIS	IL	COOK	60004			West
TIOGA COUNTY BOYS & GIRLS CLUB	NY	TIOGA	13827	607-687-0690		West
TITLEMAX	TX	DALLAS	75006	912-525-2675		West
TJH MEDICAL SERVICES ACCOUNTING	NY	QUEENS	11418	718-206-6796		West
TJNG PARTNERS INC	FL	ORANGE	32801	407-644-2445		West
TMG CONSTRUCTION	VA	LOUDOUN	20134	540-338-0411		West
TODAYS CLASSROOM	OH	STARK	44721	330-649-9910		West
TODAYS HOME INC.	PA	ALLEGHENY	15220	412-444-0021		West
TODAYS OFFICE INC	AR	WASHINGTON	72762	479-751-5861		West
TODAY'S OFFICE INC	AR	PULASKI	72201	501-375-5050		West
TODAY'S SYSTEMS CORPORATION	PA	MONTGOMERY	19004	610-664-7790		West
TOM SEXTON & ASSOCIATES INC	KY	BOONE	41094	859-485-7065		West
TOMPKINS CORTLAND COMMUNITY COLLEGE	NY	TOMPKINS	13053	607-844-8211		West
TOMPKINS COUNTY FACILITIES	NY	TOMPKINS	14850	607-274-0355		West
TOMPKINS COUNTY MENTAL HEALTH DEPT	NY	TOMPKINS	14850	607-274-5500		West
TOMPKINS COUNTY OFFICE FOR AGING	NY	TOMPKINS	14850			West
TOMPKINS COUNTY PLANNING DEPT	NY	TOMPKINS	14850	607-274-5500		West
TOP OFFICE PRODUCTS INC	WY	SHERIDAN	82801	307-674-7465		West
TORRANCE STATE HOSPITAL	PA	WESTMORELA	15779	724-459-4547		West
TORRES MARTINEZ DESERT CAHUILLA INDIANS	CA	RIVERSIDE	92274	760-397-0300		West
TOTAL BUSINESS SOLUTIONS	VA	PORTSMOUTH	23707	757-398-8312		West
TOTAL CORPORATE SOLUTIONS	CA	LOS ANGELE	90501	310-436-8600		West
TOTAL HEALTH ENVIRONMENT LLC	CA	ORANGE	92865	714-637-1010		West
TOTAL OFFICE CONCEPTS INC	WA	WALLA WALL	99362	509-525-5600		West
TOTAL OFFICE INTERIORS	AZ	MARICOPA	85028	480-951-6099		West
TOTAL OFFICE INTERIORS	NJ	BERGEN	07417	201-651-0700		West
TOTAL OFFICE INTERIORS	PA	MONTGOMERY	18936	610-828-3808		West
TOTAL OFFICE PRODUCTS & SVC INC	KY	JEFFERSON	40216	502-636-9278		West
TOTAL OFFICE SOLUTIONS	TX	MCLENNAN	76710	254-235-8200		West
TOTAL OFFICE SOLUTIONS INC	OH	STARK	44601	330-258-0000		West
TOTAL PLAN BUSINESS INTERIORS INC	CA	RIVERSIDE	92509	951-787-9000		West
TOWER FURNITURE SALES	NY	NASSAU	11559	917-612-7683		West
TPG RENO LLC DBA COURTYARD BY MARRIOTT RENO	ON		MSA 1E1	416-698-9043		West
TRACE SYSTEMS	VA	FAIRFAX	22182	703-414-3500		West
TRADE PRODUCTS CORP.	VA	FAIRFAX	22030-5812	7035029000		West
TRADE PRODUCTS CORP.	VA	FAIRFAX	22030-5812	7035029000		West
TRADE PRODUCTS CORPORATION	VA	FAIRFAX	22030-5811	703-502-9000		West
TRAFFIC ENGINEERING	AL	MADISON	35805	256-427-5563		West
TRANSACT	AZ	MARICOPA	85004	602-251-3838		West
TRANSAMERICAN OFFICE FURN.-AAA	PA	PHILADELPH	19127-2194	215-482-8550		West
TRANSPORTATION SECURITY ADMINISTRATION	VA	LOUDOUN	20166	703-662-2239		West
TREASURER FAUQUIER COUNTY	VA	FAUQUIER	20188	540-662-1824		West
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT	PA		19087	610-240-1936		West
TRESCO INC	NM	DONA ANA	88004	575-528-2200		West
TRI COUNTY OFFICE FURNITURE	CA	SANTA BARB	93101	805-564-4060		West
TRI STATE OFFICE INTERIORS	NY	NEW YORK	10010	646-935-3555		West
TRIANGLE OFFICE EQUIPMENT	NC	ORANGE	27515	919-929-4203		West
TRIBUNE PRODUCTS CO	IL	COOK	60714	847-972-6110	Yes	West

TRINITY HEALTH EAST	MI	OAKLAND	48007-7052	734-343-4551		West
TRINITY LIBRARY RESOURCES	TX	HAYS	78666	210-863-6638		West
TRINITY MANAGEMENT & DEVELOPMENT LLC	PA	BUTLER	16063	724-452-2114		West
TRIPLETT OFFICE ESSENTIALS	IA	POLK	52003	563-690-0230		West
TRI-STATE OFFICE FURNITURE	PA	ALLEGHENY	15136	412-771-0760		West
TRISTATE OFFICE PRODUCTS CO	GA	DECATUR	39819	229-246-3011		West
TRIUMPH HOSPITALITY	MI	OTSEGO	49735	248-514-0968		West
TROCAIRE COLLEGE	NY	ERIE	14220	716-826-1200		West
TROPE GROUP INC	CA	SONOMA	95407	707-546-8181		West
TROPHY LINE	MN	STEARNS	56379	320-493-6272		West
TROY UNIVERSITY	AL	PIKE	36081	334-670-3961		West
TROY UNIVERSITY-MITCHELL HALL	AL	PIKE	36081	334-670-3961		West
TRUE NORTH HOTEL GROUP INC	KS	JOHNSON	66210	913-345-6400		West
TRUMAN STATE UNIVERSITY	MO	ADAIR	63501	660-785-4458		West
TRUSSVILLE CITY BOARD OF EDUCATION	AL	JEFFERSON	35173	205-228-3000		West
TRUSSVILLE UTILITIES	AL	JEFFERSON	35173	205-655-3211		West
TRYCO INCORPORATED	VA	FAIRFAX	22101	703-734-0467		West
TS LODGING, LLC	MA	SUFFOLK	02127	617-268-7000		West
TUCSON BUSINESS INTERIORS	AZ	PIMA	85719	520-620-1555		West
TULALIP TRIBES	WA	SNOHOMISH	98271	360-716-4000		West
TURF OFFICE	NY	KINGS	11216	718-408-8136		West
TURNER OFFICE RESOURCES	MN	RAMSEY	55126	651-481-1621		West
TURNERBOONE CONTRACT	GA	FULTON	30318	404-733-1060		West
TURNING POINT COLLECTION LLC	DE	NEW CASTLE	19807	302-416-0092		West
TURNKEY PROJECT SERVICES LLC	TX	TARRANT	76155	817-633-1206		West
TUSCALOOSA CITY SCHOOLS	AL	TUSCALOOSA	35403	205-759-3524		West
TUSCALOOSA COUNTY BOE	AL	TUSCALOOSA	35403	205-758-0411		West
TWO9 DESIGN LLC	WA	KING	98122	206-938-4270		West
TYLANDER'S OFFICE SUPPLY	FL	PALM BEACH	33407	561-833-7997		West
TYLER STATE PARK	PA	BUCKS	18940	215-968-2021		West
U S DEPT OF STATE	DC	DISTRICT O	20520	202-663-2371		West
U S DISTRICT COURT, CLERK	NC	GUILFORD	27402	336-332-6019		West
U S PROBATION OFFICE	NC	MECKLENBUR	28202			West
U.S.RAILROAD RETIREMENT BOARD	IL	COOK		312-751-4514		West
UAB ACCOUNTS PAYABLE	AL	JEFFERSON	35294	205-996-5320		West
UAHSF	AL	JEFFERSON	35255	205-731-9860		West
UB FAMILY MEDICINE	NY	ERIE	14203	716-888-4707		West
UB FOUNDATION ACTIVITIES	NY	ERIE	14226-0900	716-645-2687		West
UB SCHOOL OF SOCIAL WORK	NY	ERIE	14260	716-645-1266		West
UC DIV OF SOCIAL SERVICES	NJ	UNION	07208	908-527-4000		West
UC JUVENILE DETENTION CTR	NJ	UNION	07036	908-523-1606		West
UC PROSECUTORS OFFICE	NJ	UNION	07202	908-527-7254		West
UCAR/NCAR	CO	BOULDER	80305	303-497-8866		West
UCF HOTEL VENTURE II	CO	BOULDER	80026	847-441-1892		West
UCLA	CA	LOS ANGELE	90024-6502	310-825-2299		West
UDC - ACCOUNTS PAYABLE	DC	DISTRICT O	20008	202-274-5488		West
UFC CAMPUS	NV	CLARK	89135	702-243-9596		West
UNICOR, FPI CENTRAL OFFICE	DC	DISTRICT O	20534			West
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY	GA	CLARKE	30603	706-613-3057		West
UNION COLLEGE	NY	SCHENECTAD	12308	518-388-6107		West
UNION COUNTY COLLEGE	NJ	UNION	07016	908-709-7055		West
UNION OFFICE FURNITURE	MA	MIDDLESEX	01887	781-396-6400		West
UNIONDALE PUBLIC LIBRARY	NY	NASSAU	11553	516-489-2220		West
UNIQUE OFFICE SOLUTIONS	NC	GUILFORD	27407	336-854-0900		West
UNISOURCE SOLUTIONS	CA	LOS ANGELE	90660	562-949-1111		West
UNISPACE	MN	DAKOTA	55306	952-808-1200		West
UNISPACE	OH	FRANKLIN	43215	614-626-7300		West
UNISPACE	PA	DELAWARE	19014	610-358-4800		West
UNISPACE INC	MA	SUFFOLK	02019	617-996-1200		West
UNISPACE SEATTLE LLC	WA	KING	98104	206-270-7000		West
UNISYS CORPORATION	ND	BURLEIGH	58501	701-221-7000		West
UNITED CORPORATE FURNISHINGS	CA	SACRAMENTO	95834	916-553-5900	Yes	West
UNITED CORPORATE FURNISHINGS, INC.	CA	SACRAMENTO	95834-1997	916-553-5900	Yes	West
UNITED HEALTH SERVICES HOSPITALS	NY	BROOME	13902	607-762-3023		West
UNITED HELPERS DAY HABILITATION	NY	SAINT LAWR	13669	315-393-3072		West
UNITED HOSPITALITY GROUP, LLC.	MI	MACOMB				West
UNITED INTERIORS	CA	LOS ANGELE	91367	818-716-1515		West
UNITED OFFICE SUPPLY AND EQUIPMENT	LA	CALCASIEU	70063	337-625-2442		West
UNITED PARCEL SERVICE	KY	JEFFERSON	40213	502-247-1838		West
UNITED SCHOOL DISTRICT	PA	INDIANA	15920	814-446-5615		West

UNITED STATES BANKRUPTCY COURT	DE	NEW CASTLE	19801	302-252-2893	West
UNITED STATES DISTRICT COURT	KS	WYANDOTTE	66101	913-735-2242	West
UNITED WAY 2 1 1	FL	SARASOTA	34236	941-256-8065	West
UNITY HEALTH SYSTEM INCORPORATED	NY	MONROE	14626	585-368-4446	West
UNIVERISTY OF NEW MEXICO	NM	BERNALILLO	87196	505-277-2236	West
UNIVERSIDAD DE PUERTO RICO	PR	SAN JUAN	00931-3337	787-763-3895	West
UNIVERSITY AREA JOINT AUTHORITY	PA	CENTRE	16801	814-238-5361	West
UNM HOSPITAL	NM	BERNALILLO	87198-0600	505-272-9272	West
UNM LOBO ENERGY, INCORPORATED	NM	BERNALILLO	87106		West
UNM REAL ESTATE DEPT	NM	BERNALILLO	87131-0001	505-277-4634	West
UPPER MACUNGIE TOWNSHIP	PA	LEHIGH	18031	610-395-4892	West
UPPER MOHAWK VALLEY	NY	ONEIDA	13502	315-335-0516	West
UPPER NAZARETH TOWNSHIP POLICE	PA	NORTHAMPTO	18064	610-759-7448	West
UPRIGHT INTERIORS FOR BUSINESS LLC	IL		60173	847-592-5895	West
UPSON COUNTY SHERIFF'S OFFICE	GA	UPSON	30286	706-647-7411	West
UPSTATE MEDICAL ANESTHESIOLOGY GROUP INC	NY	ONONDAGA	13205	315-469-3447	West
URBAN PATHWAYS K-5 COLLEGE	PA	ALLEGHENY	15222	412-392-4601	West
URBANE DESIGN STUDIO LTD	IL	WINNEBAGO	61107	815-494-8503	West
URBANOFFICE LLC	OH	LICKING	43023	614-563-7642	West
US REIF JUPITER N JEFFERSON FEE LLC	IL	COOK	60601	312-836-1111	West
US SPECIALTIES	KY	JEFFERSON	40206		West
USA HEALTH SERVICES FOUNDATION	AL	MOBILE	36688	251-460-6101	West
USA HEALTH UNIVERSITY HOSPITAL	AL	MOBILE	36617	251-380-7478	West
USA HOSPITALITY PURCHASING LLC	DC	DISTRICT O	20015	202-337-6000	West
USA HOSPITALS	AL	MOBILE	36640	251-471-7260	West
USA JFK SWCS	NC	CUMBERLAND	28310	910-432-6757	West
USACE	AL	MOBILE	36602	601-634-2100	West
USACE	OH	HAMILTON	45202	513-684-6562	West
USACE	OR	MULTNOMAH	97204	503-808-4811	West
USACE	TX	DALLAS	75242	469-487-7048	West
USACE ERDC	MS	WARREN		601-634-2741	West
USACE FINANCE CTR	TN	SHELBY	38054	817-886-1766	West
USAF	NJ	MERCER	08611	240-857-3765	West
USAF ACADEMY	CO	EL PASO	80840	719-333-7743	West
USAF PENTAGON	DC	DISTRICT O	20030	703-697-8371	West
USAFA	CO	EL PASO	80840	719-333-2556	West
USAMRMC	MD	FREDERICK	21702	301-619-7253	West
USBC ACCOUNTS PAYABLE	CA	LOS ANGELE	90012	213-894-0999	West
USCG	KY	JEFFERSON	40202	502-779-5329	West
USCG	NC	PASQUOTANK	27909	252-335-6290	West
USCG - CSC	VA	CHESAPEAKE	23320	757-842-4742	West
USCG ATC MOBILE	AL	MOBILE	36608	251-544-7407	West
USCG FINANCE CENTER	VA	CHESAPEAKE	23327	800-564-5504	West
USCG NATIONAL POLLUTION FUNDS	DC	DISTRICT O	20593-7605	202-795-6048	West
USDA	CO	LARIMER	80526	970-295-5364	West
USDA	DC	DISTRICT O	20024	202-720-0954	West
USDA	MD	PRINCE GEO	20705	301-504-4214	West
USDA	MD	PRINCE GEO	20737	301-851-2677	West
USDA	MD	PRINCE GEO	20705	301-504-6899	West
USDA	ND	BURLEIGH	58501	701-530-2000	West
USDA ***CREDIT CARD ACCT***				000-000-0000	West
USDA AMS C&T	VA	STAFFORD	22406	540-361-1126	West
USDA APHIS MRPBS	MN	HENNEPIN	55403	612-202-7866	West
USDA ARS ADMINISTRATIVE OFFICE	MS	LAFAYETTE	38655	000-000-0000	West
USDA CREDIT CARD ACCT				999-999-9999	West
USDA FOOD & NUTRITION SERVICE	CA	SAN FRANCI	94103	415-705-1363	West
USDA FOREST SERVICE	OR	MULTNOMAH	97204	503-808-2436	West
USDA FSA	IA	POLK	59322	515-331-8427	West
USDA FSA	KY	FAYETTE	40503	301-677-7642	West
USDA IOWA FARM SERVICE AGENCY	IA	POLK	50322		West
USDA RURAL DEVELOPMENT	NM	BERNALILLO	87109	505-761-4914	West
USDA RURAL DEVELOPMENT	PR	SAN JUAN	00936	787-766-5095	West
USDA- SOUTH DAKOTA STATE FSA OFFICE	SD	BEADLE	57350	605-352-1172	West
USDA, NRCS	NE	LANCASTER	68508	402-437-4046	West
USDOC	OR	MULTNOMAH	97204	503-326-3004	West
USNA	MD	ANNE ARUND	21402	410-293-3143	West
USUHS	MD	MONTGOMERY	20814	301-295-3065	West
UT SAN ANTONIO	TX	BEXAR	78249	210-468-4080	West
UTAH AIR NATIONAL GUARD	UT	SALT LAKE	84116	801-245-2121	West
UTICA COLLEGE	NY	ONEIDA	13502	315-792-3128	West

UW MEDICINE SCHOOL OF MEDICINE	WA	KING	98195	206-543-5533		West
V & F OFFICE PROUCTS	VA	FAIRFAX	22153	703-569-9500		West
V.E. LLC	AZ	CHANDLER	85226-3524	6026211762	Yes	West
V4 PROPERTIES LLC	SC	HORRY	29578	843-839-3925		West
VA MEDICAL	MO	BOONE	65201	573-814-6370		West
VALATIE FREE LIBRARY	NY	COLUMBIA	12184	518-758-9321		West
VALDOSTA STATE UNIVERSITY	GA	LOWNDES	31698	229-333-5708		West
VALDOSTA TECHNICAL COLLEGE	GA	LOWNDES	31602	229-549-7368		West
VALIANT PRODUCTS CORPORATION	CO	DENVER	80204	303-892-1234		West
VANGARD CONCEPT OFFICES	CA	SANTA CLAR	95131	408-325-3200		West
VANGUARD ENVIRONMENTS INC	TX	HARRIS	77024	713-871-8686		West
VANTAGE COMMERCE LLC	NV	CLARK	89101	702-296-4156		West
VARIETY OFFICE PRODUCTS, INC.	WI	EAU CLAIRE	54703	715-834-6650		West
VARUNEE BETTS	MA	BRISTOL	02766	000-000-0000		West
VATERS OFFICE FURNITURE	OK	OKLAHOMA	73118	405-524-2757		West
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT	CA	VENTURA	93010	805-652-5500		West
VENTURE ENTERPRISES	AZ	MARICOPA	85226-3524	480-940-9343		West
VERTEX BUSINESS INTERIORS	CA	ORANGE	92780	714-669-9668		West
VETERAN INITIAL OUTFITTING ACTIVATION SERVICES	TX	GUADALUPE	78108	210-562-3356		West
VETERAN OFFICE DESIGN LLC	NC	MECKLENBUR	28210	980-721-2184	Yes	West
VETERAN OFFICE DESIGN, LLC	NC	CHARLOTTE	28210-4809	980-721-2184	Yes	West
VETERANS AFFAIRS MEDICAL CENTER	ND	CASS	58102			West
VETERANS INTERIORS SOLUTIONS	CA	SANTA CLAR	95110	408-583-4200		West
VETERANS OFFICE INTERIORS	NY	ONONDAGA	13219	315-214-5195		West
VETERANS PROCUREMENT RESOURCES LLC	LA	ORLEANS	70124	757-348-6711		West
VICTORIA COLLEGE	TX	VICTORIA	77901	361-572-6461		West
VICTORY ACADEMY	LA	EAST BATON	70814	225-272-8339		West
VIKING OFFICE SUPPLY INC	MN	DOUGLAS	56308	320-762-1503		West
VILLA HEALTHCARE	IL	COOK	60076	224-251-7737		West
VILLA MARIA COLLEGE	NY	ERIE	14225-0705	716-633-5600		West
VILLA PARK OFFICE EQUIPMENT	IL	DUPAGE	60181	630-279-2312		West
VILLAGE OF COLONIE	NY	ALBANY	12205	518-869-7562		West
VILLAGE OF FAYATTEVILLE	NY	ONONDAGA	13066	315-637-9864		West
VILLAGE OF GARDEN CITY	NY	NASSAU	11530	516-465-4162		West
VILLAGE OF HUNTINGTON BAY	NY	SUFFOLK	11743	631-427-2843		West
VILLAGE OF LOS LUNAS	NM	VALENCIA	87031	505-352-3580		West
VILLAGE OF MAMARONECK	NY	WESTCHESTE	10543	914-777-7722		West
VILLAGE OF NORTH HILLS	NY	NASSAU	11576	516-627-3451		West
VILLAGE OF RIDGEWOOD	NJ	BERGEN	07450	000-000-0000		West
VILLAGE OF RUIDOSO	NM	LINCOLN		575-258-4343		West
VILLAGE OF SCOTIA	NY	SCHENECTAD	12302	518-374-1071		West
VILLAGE OF WILLIAMSVILLE	NY	ERIE	14221	716-632-4120		West
VINELAND BOARD OF EDUCATION	NJ	CUMBERLAND	08360	856-794-6700		West
VIP OFFICE FURNITURE AND SUPPLY INC	GA	LIBERTY	31310	912-370-2847		West
VIRCO INC	AR	FAULKNER	72033	310-533-0474		West
VIRGINIA BUSINESS INTERIORS	VA	LOUISA	22901	434-979-8770		West
VIRGINIA PROSTHETICS	VA	AUGUSTA	22939	540-949-4248		West
VISALIA POLICE DEPARTMENT	CA	TULARE	93291	559-713-4935		West
VISION BUSINESS PRODUCTS	PA	ALLEGHENY	15106	412-276-3588		West
VISIONARY OFFICE FURNITURE LLC	WA	SNOHOMISH	98208	425-422-8575		West
VITECH FURNITURE SOLUTIONS INC	MD	FREDERICK	21771	301-829-0281		West
VOCON DESIGN INC	OH	CUYAHOGA	44115	216-588-0800		West
VOGUE HOSPITALITY	GA	FORSYTH	30004	770-963-3931		West
VRD CORPORATE INTERIORS	NY	SUFFOLK	11741	631-956-7000		West
W H OSWALT CO INC	OH	RICHLAND	44901	419-529-2030		West
W S GOFF COMPANY INC	NJ	ATLANTIC	08330	609-625-5600		West
W. B. MASON CO., INC.	MA	BROCKTON	02301-4014	1-508-586-3434		West
WAGNON & MANNING DESIGN INC	TX	DALLAS	75219	214-744-2000		West
WAKE TECHNICAL COMMUNITY COLLEGE	NC	WAKE	27603	919-866-5500		West
WALDNERS BUSINESS ENVIRONMENTS INC	NY	SUFFOLK	11735	631-694-1522	Yes	West
WALDNER'S BUSINESS ENVIRONMENTS, INC.	NY	FARMINGDALE	11735-4804	(631)694-1522	Yes	West
WALLACE COMMUNITY COLLEGE SELMA	AL	DALLAS	36702-2350	334-876-9227		West
WALLACE STATE COMMUNITY COLLEGE	AL	CULLMAN	35077	256-352-8000		West
WALNUT VALLEY UNIFIED SCHOOL DISTRICT	CA	LOS ANGELE	91789	909-595-1261		West
WALSH BROTHERS	AZ	MARICOPA	85001-1711	602-252-6971		West
WALTON COUNTY SCHOOL DISTRICT	GA	WALTON	30656	770-266-4446		West
WARDENS 1721	CA	STANISLAUS	95354	209-758-6734		West
WAREHOUSE DIRECT	IL	COOK	60018	847-952-1925		West
WARREN COUNTY	NY	WARREN	12845	51-761-6538		West
WARREN COUNTY SCHOOL DISTRICT	PA	WARREN	16345	814-723-6900		West

WARSAW COMMUNITY SCHOOL	IN	KOSCIUSKO	46580	574-371-5098		West
WASHINGTON BUSINESS INTERIORS	MD	ANNE ARUND	20794	410-799-0750		West
WASHINGTON COUNTY PURCHASING	PA	WASHINGTON	15301	724-228-6740		West
WASHINGTON GROUP SOLUTIONS INC	VA	FALLS CHUR	22046	703-237-9596		West
WASHINGTON OFFICE INTERIORS LLC	MD	SILVER SPRING	20910-5657	301-869-7020	Yes	West
WASHINGTON OFFICE INTERIORS LLC	MD	MONTGOMERY	20852	301-770-4327		West
WASHINGTON UNIVERSITY	MO	SAINT LOUI	63112	314-935-5813		West
WASHINGTON WORKPLACE	VA	ARLINGTON	22204-2320	703-979-7835		West
WATER AUTHORITY	NY	NASSAU	11001	516-327-4000		West
WATERLIET PUBLIC LIBRARY	NY	ALBANY	12189	518-274-4471		West
WATERTOWN INTL AIRPORT	NY	JEFFERSON	13634	315-785-3077		West
WATKINS GLEN CENTRAL SCHOOL	NY	SCHUYLER	14891	607-535-3219		West
WAY OFFICE INC	PA	CLEARFIELD	15801	814-371-9100		West
WAYFAIR	MA	SUFFOLK	02116	617-532-6815		West
WAYNE ARC	NY	WAYNE	14513	315-331-7741		West
WAYNE FINGERS LAKES BOCES	NY	WAYNE	14513-1863	315-332-7400		West
WAYNESBURG UNIVERSITY	PA	GREENE	15370	724-852-3282		West
WB BRAWLEY CO	NC	NEW HANOVE	28403	910-452-2195		West
WB MASON CO INC	MA	PLYMOUTH	02303	508-586-3434		West
WB WOOD NY	NJ	SOMERSET	07920	908-636-2144		West
WCNY FOUNDATION	NY	ONONDAGA	13220	315-453-2424		West
WEATHERALLS INC	MS	LEE	38804	662-842-5282		West
WEBER DESIGN	OK	TULSA	74105	918-749-3097		West
WEBSTER COUNTY BOARD OF EDUCATION	KY	WEBSTER	42409	270-639-5083		West
WEDMAN INDUSTRIES	CA	CONTRA COS	94806	415-505-5176		West
WEEKS LERMAN GROUP LLC, THE	NY	QUEENS	11378	718-803-5000		West
WEGMAN DESIGN GROUP	FL	COLLIER	34109	239-596-8551		West
WEINBERGERS FURNITURE	GA	COLUMBIA	30907	706-922-1370		West
WELLS DESIGN GROUP	FL	PALM BEACH	33487	561-998-4851		West
WELLS GROUP INC	TX	HARRIS	77043	713-464-5700	Yes	West
WELLS REIT II ONE GLENLAKE PARKWAY LLC	GA	DEKALB	30340	678-672-4738		West
WES RUS LLC	UT	SALT LAKE	84121	801-865-2084		West
WESLEY GARDENS	NY	MONROE	14607	585-241-2184		West
WESNIC INC	FL	DUVAL	32216	904-733-8444		West
WEST BRANCH AREA SCHOOL DISTRICT	PA	CLEARFIELD	16858	814-345-5627		West
WEST CHESTER UNIVERSITY OF PA	PA	CHESTER	19383	610-430-5654		West
WEST DEPTFORD TOWNSHIP	NJ	GLOUCESTER	08086	856-845-4004		West
WEST END INTERIORS LLC	TN	DAVIDSON	37209	615-289-2006		West
WEST MICHIGAN OFFICE INTERIORS	MI	ALLEGAN	49423	616-396-7303		West
WEST WINDSOR PARKING AUTHORITY	NJ	MERCER	08550	609-799-3130		West
WESTCHESTER MEDICAL CENTER	NY	WESTCHESTE	10595	914-493-2888		West
WESTERN BEAVER COUNTY SCHOOLS	PA	BEAVER	15059	724-643-9310		West
WESTERN CENTRAL PENNSYLVANIA ELECTRICIANS	PA	BEAVER	15009	724-775-0969		West
WESTERN CONTRACT FURNISHERS	CA	SACRAMENTO	95742	916-638-3338		West
WESTERN CONTRACT INTERIORS	CA	SANTA CLAR	95112	408-275-9600		West
WESTERN KENTUCKY UNIVERSITY	KY	WARREN	42101	270-745-3056		West
WESTERN KENTUCKY UNIVERSITY	KY	BARREN	42141	270-861-6935		West
WESTERN NEW MEXICO UNIVERSITY	NM	GRANT	88062	575-538-6553		West
WESTERN OFFICE LA, INC DBA WESTERN OFFICE	CA	LOS ANGELE	90040	323-271-1800		West
WESTFALL COMMERCIAL FURNITURE	CA	LOS ANGELE	90071	213-629-0009		West
WESTFIELD AREA YMCA	NJ	UNION	07090			West
WESTHILL CENTRAL SCHOOLS	NY	ONONDAGA	13219	315-426-3210		West
WESTLAKE HOLDINGS, INC	MA	WORCESTER	01420	978-342-3366		West
WESTLINK INTERIORS	UT	SALT LAKE	84107	801-201-5652		West
WESTMERE FIRE DISTRICT	NY	ALBANY	12203	518-456-6734		West
WESTMORELAND CONTRACT FURNITURE	PA	WESTMORELA	15601	724-838-7723		West
WESTMORELAND CSD	NY	ONEIDA	13490	315-557-2611		West
WH&L SPACES	TX	HARRIS	77007	281-831-8728		West
WHI CONSTRUCTION MANAGEMENTS LLC	OH	HAMILTON	45242	513-794-2584		West
WHITE HOWARD BRANDS LLC	GA	FULTON	30318	404-789-5573		West
WHITE LODGING AS AGENT	IN	LAKE	46410	219-472-2982		West
WHITE OFFICE FURNITURE LTD	SC	YORK	29731-6803	803-328-1821		West
WHITE PLAINS HOSPITAL CTR	NY	WESTCHESTE	10601	914-681-0600		West
WHITEHALL CENTRAL SCHOOL BUSINESS OFFICE	NY	WASHINGTON	12887	518-499-1772		West
WHITESBORO CENTRAL SCHOOL	NY	ONEIDA	13492	315-266-3333		West
WHOLE CUBES LLC	IL	DUPAGE	60101	331-218-0600		West
WHOLESALE COMMERCIAL INTERIORS	OR	WASHINGTON	97008	503-469-9878		West
WIDEWATERS CONSTRUCTION INC	NY	ONONDAGA	13214	315-445-8540		West
WIDMER INC	IL	PEORIA	61615	309-693-9300		West
WILEY OFFICE FURNITURE	IL	SANGAMON	62703	217-544-2766		West

WILL ADAMS	OH	HAMILTON	45268	513-569-7887		West
WILLIAM BEAUMONT ARMY MED CTR	TX	EL PASO	79920	999-999-9999		West
WILLIAM DUANE ESPINOSA	FL	COLLIER	34109	239-594-8559		West
WILLIAM P PETERSON ASSOC	UT	SALT LAKE	84117	801-293-8650		West
WILLIAM PATERSON UNIVERSITY	NJ	PASSAIC	07474	973-720-3646		West
WILLIAMS INTERIOR DESIGNS INC	OH	FRANKLIN	43219	614-418-7250		West
WILLIAMSVILLE CSD	NY	ERIE	14051	716-626-8000		West
WILSON OFFICE INTERIORS	TX	DALLAS	75247	972-488-4100		West
WILTONS OFFICEWORKS LTD	TX	BRAZOS	77802	979-268-0062		West
WINCHESTER PUBLIC SCHOOLS	VA	WINCHESTER	22601	540-667-4253		West
WINSTON SALEM STATE UNIVERSITY	NC	FORSYTH	27110	336-750-2742		West
WIREGRASS GEORGIA TECHNICAL COLLEGE	GA	LOWNDES	31602	229-333-2100		West
WISE OFFICE SUPPLY INC	AL	PIKE	36081	334-566-3790		West
WITT & WITT INTERIOR DESIGN	TX	TRAVIS	78704	512-916-4652		West
WITTIGS OFFICE INTERIORS LTD	TX	BEXAR	78215	210-270-0100		West
WJ OFFICE CITY	NC	WATAUGA	28607	828-264-3283		West
WMATA	DC	DISTRICT O	20001	202-962-1574		West
WMK OFFICE SAN DIEGO, LLC	CA	SAN DIEGO	92121-1970	(858) 569-4700		West
WOMACK ARMY MEDICAL CENTER	NC	CUMBERLAND	28310	910-907-8232		West
WOODHULL MEDICAL & MENTAL HEALTH CENTER	NY	KINGS	11206	718-963-8119		West
WORD OF LIFE FELLOWSHIP	NY	ESSEX	12870	518-494-6000		West
WORKCENTER SOLUTIONS INC	PA	ALLEGHENY	15205	412-221-5300		West
WORKFLOW INTERIORS INC	MA	SUFFOLK	02114	617-570-0774		West
WORKFORCE SOLUTIONS DEPARTMENT	NM	BERNALILLO	87102	575-546-0192		West
WORKFRAME INC	NY	NEW YORK	10010	646-665-2226		West
WORKING ENVIRONMENTS INC	IN	DEARBORN	47025	859-261-6999		West
WORKING SPACES INC	MO	SAINT LOUI	63146	314-918-8778		West
WORKING SPACES PACIFIC INC	WA	KING	98033	425-462-1966		West
WORKPLACE CONTRACT DESIGN LLC	MI	SAINT CLAI	48060	810-982-3930		West
WORKPLACE ELEMENTS, LLC	CO	DENVER	80205-2112	303.471.4334	Yes	West
WORKPLACE FURNITURE INC	TN	SHELBY	38134	901-729-6477		West
WORKPLACE INC	GA	GWINNETT	30024	770-638-8861		West
WORKPLACE INTEGRATION	FL	HILLSBOROU	33634	813-542-1015		West
WORKPLACE INTERIORS	NY	MONROE	14450	585-425-7420		West
WORKPLACE LOGIC, LLC.	WA	PIERCE	98411	253-383-9201		West
WORKPLACE MGMT INC/TODAYSOFFICE.BIZ	PA	DELAWARE	19073	610-353-7320		West
WORKPLACE RESOURCE	CO	DENVER	80238	303-571-5211		West
WORKPLACE RESOURCE	FL	DUVAL	32256	904-858-9918		West
WORKPLACE RESOURCE GROUP	TX	DALLAS	75320	972-446-9100		West
WORKPLACE RESOURCE LLC (AUSTIN)	TX	TRAVIS	78703	512-472-7300	Yes	West
WORKPLACE RESOURCE OF OREGON-PORTLAND	OR	MULTNOMAH	97232	503-238-1590		West
WORKPLACE RESOURCE, LLC	TX	SAN ANTONIO	78218-5403	210-226-5141	Yes	West
WORKPLACE SOLUTIONS INC	TX	DALLAS	75201	214-741-9667		West
WORKPLACE SOLUTIONS INC	VA	VIRGINIA B	23454	757-563-2845		West
WORKPLACE SOLUTIONS INC.	FL	DUVAL	32217	904-997-8878		West
WORKPLACE SOLUTIONS LLC	OH	FRANKLIN	43221	614-565-5434		West
WORKPLACE SOLUTIONS, INC.	VA	VIRGINIA BEACH	23454-4374	410-721-8803		West
WORKPLACE SOLUTIONS, LLC	CA	ORANGE	92807	714-238-0025	Yes	West
WORKPOINTE	WA	KING	98118	206-763-4030		West
WORKSCAPE INC -PA	PA	ALLEGHENY	15220	412-920-6300		West
WORKSCAPE LLC	OH	SUMMIT	44210	216-938-5734		West
WORKSCAPES INC	FL	MIAMI-DADE	33145	407-599-6770		West
WORKSPACE 2	FL	PINELLAS	34685	727-424-2272		West
WORKSPACE BY DESIGN	PA	BERKS	19611	717-431-4277		West
WORKSPACE COMMERCIAL INTERIORS	MN	ANOKA	55448	763-273-8850		West
WORKSPACE CONCEPTS	ID	CANYON	83686	208-859-5414		West
WORKSPACE CONNEXIONS	CA	SANTA CLAR	95135	408-315-2515		West
WORKSPACE CONSULTING GROUP	CT	FAIRFIELD	06901	203-548-0305		West
WORKSPACE DESIGNS	UT	SALT LAKE	84124	801-466-9244		West
WORKSPACE DEVELOPMENT LLC	WA	SEATTLE	98108-2544	(206)768-8000		West
WORKSPACE DEVELOPMENT LLC DBA OPENSQUARE	WA	KING	98108	206-768-8000		West
WORKSPACE DYNAMICS	NM	BERNALILLO	87110	505-265-7651		West
WORKSPACE ELEMENTS	UT	SALT LAKE	84106	801-746-0271		West
WORKSPACE INC	PA	PHILADELPH	19106	215-733-9770		West
WORKSPACE INTERIORS	TN	SULLIVAN	37662	423-392-2600		West
WORKSPACE INTERIORS - WA	TX	EL PASO	79998	630-652-8164		West
WORKSPACE INTERIORS LLC	AL	MOBILE	36605	251-209-2639		West
WORKSPACE LTD	NV	WASHOE	89431	775-336-2892		West
WORKSPACE RESOURCE	TX	MONTGOMERY	77304	936-756-1512		West
WORKSPACE RESOURCE INC	OK	TULSA	74103	918-582-2404		West

WORKSPACE RESOURCES INC	CA	CONTRA COS	94549	925-284-6262		West
WORKSPACE SOLUTIONS	CA	SAN FRANCI	94110	415-701-9675		West
WORKSPACE SOLUTIONS	PA	MERCER	106127	724-264-4661		West
WORKSPACE SOLUTIONS PA	PA	ALLEGHENY	15205	412-221-5300		West
WORKSPACES INC.	WA	KING	98059	425-226-4398		West
WORKSPACES LLC	AZ	MARICOPA	85020	602-956-1550		West
WORKSQUARED LLC	MI	OAKLAND	48377-2444	248-624-2000		West
WORKSTATION CONSULTANTS LLC	NY	ALBANY	12202			West
WORLD CLASS OFFICE INSTALLERS INC	NE	DOUGLAS	68144	402-331-8697		West
WPAFB	OH	GREENE	45433	937-656-3576		West
WPAFB	OH	GREENE	45433	937-257-0023		West
WPAFB	OH	GREENE	45433			West
WPAFB FIRE STATION	OH	GREENE	45433	937-257-6846		West
WPM CONSTRUCTION LLC	CO	BOULDER	80027	972-407-9950		West
WRIGHT PATTERSON AIR FORCE BASE	OH	GREENE	45433	937-656-4102		West
WRK LAB INC	FL	MIAMI-DADE	33178	305-400-8101		West
WSI INTERIORS LLC	CO	LARIMER	80528			West
WULBERN KOVAL CO INC	SC	CHARLESTON	29403	843-577-7666	Yes	West
WULBERN-KOVAL COMPANY, INC.	SC	CHARLESTON	29403-3110	843-577-7666	Yes	West
WURKSPACE SOLUTIONS GROUP	MD	BALTIMORE	21224	443-517-6106		West
WYCLIFFE ENTERPRISES INC	MD	FREDERICK	21701	240-629-8662		West
WYLE	TX	HARRIS	77058	281-212-1251		West
WYNN DESIGN AND DEVELOPMENT	NV	CLARK	89119	702-770-5000		West
WYOMING AIR NATIONAL GUARD	WY	LARAMIE	82009	307-772-6988		West
WYOMING DEPT.OF TRANSPORTATION	WY	LARAMIE	82009-4434	307-777-4031		West
WYOMING OFFICE PRODUCTS & INTERIORS	WY	NATRONA	82601	307-472-7367		West
WYZE SOLUTIONZ	TX	ECTOR	79763	432-580-4335		West
XOTIVE FACILITY SOLUTIONS	PA	DELAWARE	19063	484-841-6171		West
Y FACTOR STUDIO	IN	VANDERBURG	47708	812-467-0917		West
YAKIMA OFFICE SUPPLY dba OFFICE SOLUTIONS NORTHWEST	WA	YAKIMA	98902	509-453-7181		West
YAMADA ENTERPRISES	CA	ORANGE	92647	714-843-9882		West
YELLOW TANG INTERIORS LLC	OH	MAHONING	44512	330-629-9279		West
YOUNG OFFICE ENVIRONMENTS	SC	GREENVILLE	29607	864-281-9500		West
YOUNG OFFICE SOLUTIONS LLC	CA	SAN FRANCI	94111	415-399-5300		West
YOUR OFFICE CONNECTION	PA	CHESTER	19395	610-399-4300		West
YOUR OFFICE INC	FL	BROWARD	33311	954-530-0137		West
YULETIDE OFFICE SUPPLY INC	TN	SHELBY	38134	901-372-8588		West
ZIMMERMAN SCHOOL EQUIPMENT	OH	FRANKLIN	43004	614-861-6383		West
ZOOM INC	MD	MONTGOMERY	20847	301-299-7155	Yes	West
ZOOM INC.	MD	POTOMAC	20854-1769	301-299-7155	Yes	West

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Attachment 4
Value Add

i. Exemplis LLC proposes the following value-added enhancements to Region 4 Education Service Center and its Members:

- Application Consultation – Exemplis LLC works with best-in-class dealers to assist our customers with finding the right Product for the right space.
- Product Specification/Knowledge – Exemplis LLC's authorized dealers have a strong knowledge of our Product offering and are the best source for providing accurate Product specifications for our customers' own-unique environment(s).
- Space Planning/Layout – Exemplis LLC's authorized dealers have the latest space-planning tools to assist our customers in finding right seating options for their size and space.
- Order Placement – Exemplis LLC's authorized dealers will assist the customer with their order placement needs: either by placing the order to Exemplis LLC on behalf the customer or providing instructions on how to issue the purchase order to Exemplis LLC. Upon receipt order acknowledgement from Exemplis LLC, the authorized dealer will inform the customer of the expected delivery and installation (if requested) date.
- Delivery & Receiving - Exemplis LLC's authorized dealers will manage (if requested) the delivery process for the customer.
- User Orientation - Exemplis LLC's authorized dealers will perform user orientation (if requested) to the customer on how to take full advantage of the Product's offerings.
- Punch list/Audit - Exemplis LLC's authorized dealers will perform an audit of the customer's order after delivery and/or installation to verify order accuracy.

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Exemplis®

- Warranty & Follow-up – Exemplis LLC's authorized dealer network will maintain contact with our customers should a warranty issue arise and to affirm continued satisfaction with the Product(s).

6415 Katella Avenue
Suite 200
Cypress, CA 90630

714 995 4800

www.exemplis.com

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

December 5, 2019
Date

VP Finance
Authorized Signature & Title

Appendix C, Doc #2

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

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

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

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

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

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

Company Exemplis LLC

Address 6415 Katella Avenue
Cypress, CA 90630

Phone 714-995-4800

Fax 714-995-4855

Contact

Signature

Derek Cairo
Printed Name

Manager, Contracts
Position with Company

Official Authorizing Proposal

Signature

Patrick Sommerfield
Printed Name

Vice President, Finance
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-565796

Date Filed:
12/02/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Exemplis LLC
Cypress, CA United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19-18
Furniture, Installation, and Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
N/A	N/A	N/A	N/A

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Patrick Sommerfield, and my date of birth is February 9, 1967.

My address is 83 63rd Place (street), Long Beach (city), CA (state), 90803 (zip code), USA (country).

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

Executed in Orange County, State of California, on the 5 day of December (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Patrick Sommerfield, as an authorized representative of

Exemplis LLC, a contractor engaged by

Insert Name of Company

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

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

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

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

Signature of Named Authorized Company Representative

12/5/2019
Date

SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

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

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

   a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

   b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

   c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

   a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

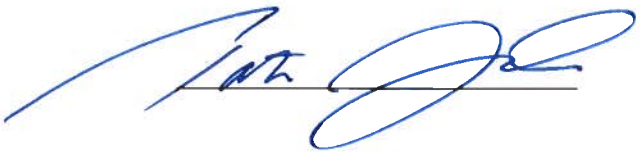
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Exemplis LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Vice President, Finance

Name and Title of Contractor's Authorized Official

December 5, 2019

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

> (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Exemplis LLC

Address, City, State, and Zip Code: 6415 Katella Avenue, Cypress, CA 90630

Phone Number: 714-995-4800 Fax Number: 714-995-4855

Printed Name and Title of Authorized Representative: Patrick Sommerfield; Vice President, Finance

Email Address: dcairo@exemplis.com

Signature of Authorized Representative:  Date: December 5, 2019

Appendix C, DOC # 6

QUESTIONNAIRE

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

1. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No
     (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.) Please see Exhibit A to Questionnaire

2. **Diverse Vendor Certification Participation**

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

   a. **Minority Women Business Enterprise**
   Respondent certifies that this firm is an MWBE ☐Yes ☐No
   List certifying agency: _____

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
   Respondent certifies that this firm is a SBE or DBE ☒Yes ☐No
   List certifying agency: Exemplis LLC is a SBE. Please visit https://www.gsaelibrary.gsa.gov & https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

   c. **Historically Underutilized Businesses (HUB)**
   Respondent certifies that this firm is a HUB ☐Yes ☐No
   List certifying agency: _____

   d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
   Respondent certifies that this firm is a HUBZone ☐Yes ☐No
   List certifying agency: _____

   e. **Other**
   Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No
   List certifying agency: _____
   Please see Exhibit A to Questionnaire for diversity information regarding our independent dealer network

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

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, California
90630

Region 4 Education Service Center
Request for Proposal; Solicitation Number 19-18
Furniture, Installation and Related Services

Exhibit A to Questionnaire
Diversity Programs & Diverse Vendor Certification Participation

1. **Diversity Programs**

   Exemplis LLC continues to strive to partner with diverse (MWBE, SBE, DBE, HUB, and HUBZone) authorized dealerships and supply chain partners by reaching out to our authorized dealers and supply chain partners directly to ask for their diverse status. Our Sales Team has been instructed from executive management to give preference to diverse dealers across the country. Our Supply Chain philosophy is to promote fairness and encourage diversity in the procurement process.

   Exemplis LLC recently implemented an electronic outreach to identify all diverse dealers we partner with. Based on this outreach, we plan to communicate to qualified-diverse dealers to obtain formal certification if not already certified. This will allow us to provide more opportunities to our diverse dealers nation-wide. Our Supply Chain Team is already in progress of reaching out to our direct and indirect supply chain partners to identify any diverse vendors. Our Executive Team has instructed Supply Chain to partner with more diverse vendors on a national level as a 2020 (and beyond) goal.

2. **Diverse Vendor Certification Participation**

   Exemplis LLC partners with diverse authorized dealers and Supply Chain vendors that identify as MWBE, SBE, DBE, HUB and HUBZone.

   Due to the extensive network of authorized dealers and Supply Chain vendors, we do not maintain or collect certifications evidencing their diverse classifications at this time. We are in process of implementing a formal diversity program within the next coming years.

   Please see our Authorized Dealer List, including a self-identified diversity status, attached to our Request for Proposal Response as Exhibit B to Attachment 3.

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Parent Campaign Name	Campaign Name	Company	First Name	Last Name	Email	Title
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Meteor Education	Caroline	Smith	bids@meteoreducation.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	ESI	michelle	warren	mwarren@esiergo.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Trendway Corporation	Nancy	Duerst	nduerst@trendway.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Company LLC	Melissa	Lincoln	contractmanager@honcompany.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Company LLC	Alicia	Payne	paynea@honcompany.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Exemplis LLC	Derek	Cairo	dcairo@exemplis.com	
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Hertz Furniture Systems, LLC	Mutty	Leiser	bids@hertzfurniture.com	
Email to Crystal Wallace	REGION 4 | 19-18 Furniture and Installation II	Deltek	Jacqueline	Sessa	JacquelineSessa@deltek.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	OFS Brands Inc.	Anna	McClelland	amcclelland@ofsbrands.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	HBF	Ross	Pupillo	pupillor@hbf.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kwalu	Marta	Nickolyshyn	mnickolyshyn@kwalu.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Alumni Educatoional solutions	bob	Redding	bredding@alumnicf.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Alumni Educatoional solutions	Nicole	Irwin	nirwin@alumnicf.com	
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	ako ni	jing	jing	jdn_madz@yahoo.com	
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Kwalu	Marta	Nickolyshyn	mnickolyshyn@kwalu.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Coompany LLC	Alicia	Payne	paynea@honcompany.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Scandinavian Spaces	Elizabeth	Wren	ar@scandinavianspaces.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Allsteel	Leandra	Walderbach	proposals@allsteeloffice.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Office Depot	Valya	Broyer	valya.broyer@officedepot.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Nightingale Corp	Anna	Marto	anna@nightingalechairs.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	OMNIA Partners	Gregory	Bason	gregory.bason@omniapartners.com	
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Carroll's Discount Office Furniture Co	LORI	SCHULTZ	lori@carrolls.com	

Region 4 website	REGION 4 | 19-18 Furniture and Installation II	The HON Company LLC	Alicia	Payne	honproposals@honcompany.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Artcobell Corporation	Stephen	Sykes	ssykes@artcobell.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Safco Products Co (formerly Mayline)	Yvonne	Moore	yvonnemoore@safcoproducts.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Agati, Inc	Nathaniel	Hawkins	nhawkins@agati.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Safco Products Co (formerly Mayline)	Yvonne	Moore	yvonnemoore@safcoproducts.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Company	Robert	Roque	roquer@honcompany.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Reynolds Manufacturing Corporation	Vicki	Reynolds	customer-service@reynoldstx.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	RT London	Reggie	Van Prooyen	rvanprooyen@rtlondon.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Laura	Williams	laura.williams@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Irwin Seating	Spence	Benedict	spence.benedict@irwinseating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	National Public Seating	Uri	Salzman	usalzman@nationalpublicseating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	RA Design Studio	Tameka	Robins	tameka.robins@radesignstudious.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	NMG Workspace Solutions, LLC	Debbie	Smith	dsmith@nmg.us.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	MTS Seating	Shannon	Figas	busdev@mtsseating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Reliant Business Products	Jennifer	Williams	jennifer@rbp.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Foam Labs INC.	DENNIS	BRITO	dennis.brito@oneupinnovations.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Bush Industries, Inc.	Jill	Shelters	jillshelters@bushindustries.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Hi5 Furniture	Craig	Martin	craig@hi5furniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Ergogenesis Workplace Solutions, LLC	David	Ferrell	dferrell@ergogenesis.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	PRIME VENDOR INC.	Alejandra	Filippi	work43@prime-vendor.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	eko	Dustin	Jones	djones@ekocontract.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	School Specialty, Inc.	Leonard	Adkins	bidnotices@schoolspecialty.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Max-R	Suzanne	Carlson	scarlson@max-r.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	AGILE OFFICE LLC	Korawn	Harris	kharris@agileofficellc.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	OriginUS LLC	Stephen	Shephard	stephen@originfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	NBF	Joanna	Terry	joannat@nbf.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Tenjam	Mike	Collins	mikec@tenjam.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	National Business Furniture	Jake	Feeley	jakef@nbf.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	National Business Furniture	Riley	McCormick	rileym@nbf.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Teknion	Caven	Hill	caven.hill@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Columbia Mfg., Inc.	Linda	Kline	lkline@columbiamfginc.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Tori	Simms	tori.simms@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Mary	Basel Christop	mary.basel@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Vari Sales Corporation (VARIDESK)	Robert	McGilvrey	rob.mcgilvrey@varidesk.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Herman Miller	Kacy	Jones	kacy_jones@hermanmiller.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Albuquerque Office Systems, LLC	Jason	Bauder	jbauder@aosabq.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Office Moving Alliance (OMA)	Mike	Maddux	mmaddux@officemovingalliance.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Gressco, Ltd.	Caroline	Kasprzak	caroline@gresscoltd.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	DIRTT Environmental Solutions	Toni	Pahl	tpahl@dirtt.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	HON	Chet	Hoehn	hoehnc@honcompany.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Butler Business Products	Stacy	Duke	sduke@butlerbusinessproducts.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Tim	Hodges	tim.hodges@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	RT london	Catherine	Rogers	crogers@rtlondon.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	School Outfitters	Kristy	Lohmiller	contracts@schooloutfitters.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	united supply corp.	moses	marcus	bids@unitedsupplycorp.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Allsteel	Jeff	Rach	rachj@allsteeloffice.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Retail Resource	Katina	Dils	katina.dils@retailresource.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Teknion	Ron	Frantz	ron.frantz@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Raynor Group	Paul	Hurty	phurty@raynorgroup.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Virco	mike	beckham	mikebeckham@virco.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Humanscale	Beth	Cass	ecass@humanscale.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Michelle	Perry	michelle.perry@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Nelson Adams Naco	Erika	Sanchez	salesrep2@nelsonadamsnaco.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Total Office Concepts, Inc.	Mark	Carlile	mcarlile@totalofficeconcepts.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Meteor Education	Veronica	Pohl	vpohl@meteoreducation.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Jasper Group	Kathy	Vonderheide	kvonderheide@jaspergroup.us.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Facilities Resource, Inc.	Brad	Schweifler	bschweifler@facilitiesresourceinc.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Office Essentials	Anne	Farrow	afarrow@offess.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	InstallNET International, LLC	Jason	Moore	jmoore@installnet.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	WGS	Annette	Gerow	agerow@wgsoffice.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Interiors by Guernsey	Tina	Watt	tina@interiorsbyguernsey.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth, Inc.	Cindy	Denham	cindy.denham@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Cathy	Watkins	cathy.watkins@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kimball	Angi	Grundhoefer	angi.grundhoefer@kimball.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Trendway Corporation	Joy	Taylor	jtaylor@trendway.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Jasper Seating Company, Inc.	Amanda	Keithley	akeithley@jaspergroup.us.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	TMC Furniture, Inc.	Olivia	Demmers	olivia@tmcfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	WB Manufacturing	Toby	Yarwasky	toby@wibenchmfg.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kimball	Erik	Soderlund	erik.soderlund@kimball.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kimball	Karen	Kontoulas	karen.kontoulas@kimball.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	DATUM FILING SYSTEMS, INC.	Michele	STRICKHOUSE	michele.strickhouser@datumstorage.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Ergomonic Product Company	John	Finken	jfinken@humanscale.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Company	Greta	Henderson	hendersong@honcompany.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	DIRTT Environmental Solutions	Diana	Poellinger	dpoellinger@dirtt.net
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Global Industries, Inc.	Katie	Higgins	khiggins@globalfurnituregroup.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	X-Chair	Toby	Tobin	ttobin@xchair.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	National Office Furniture	Melissa	Fuller	melissa.fuller@nationalofficefurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Office Master, Inc.	Ed	Kuo	gov@omseating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Great Openings	Shane	Pung	spung@greatopenings.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth, Inc.	Steve	Sable	steve.sable@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Global Furniture Group	John	McLaughlin	jmclaughlin@globalfurnituregroup.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Stryker Medical	Seth	Berliner	seth.berliner@stryker.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Pioneer Contract Services, Inc.	Frank	Fort	frankf@pioneercontract.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Cumberland	Brian	Bonifas	bbonifas@cumberlandfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Company	Andrew	Bigart	bogarta@honcompany.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Fellowes, DBA ESI Ergonomic Solutions	theresa	cacace	tcacace@esiergo.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Rick	Walker	rick.walker@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Affordable Interior Systems, Inc. (AIS)	Helen	Woods	hwoods@ais-inc.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	OEC	Eva	Nicholes	enicholes@oecboise.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	AMCASE	Paul	Berglund	paul@amcase.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Montisa	Gaylord	Stanton	gaylord@montisa.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Workplace Solutions, Inc.	Maryann	Woods	maryann@workplacevb.com

Region 4 website	REGION 4 | 19-18 Furniture and Installation II	RT London	Reggie	Van Prooyen	rvanprooyen@rtlondon.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Knu, LLC dba La-Z-Boy Contract Furniture	Morgan	Stephens	mstephens@getknu.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Dan	Vredevoogd	dan.vredevoogd@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	SICO AMERICA INC	DAN	REISETTER	dreisetter@sicoinc.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Sher Global Distribution	Rich	Sher	rich@sherglobaldistribution.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Spacesaver Corporation	Tammy	Lee	tlee@spacesaver.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Exemplis	Kristin	Balden	kbalden@exemplis.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	D2, Inc. d/b/a 9to5 Seating	Mike	Paar	mike.paar@9to5seating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	FurnitureLab	Nathan	Bearman	nathan@furniturelab.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Eileen	Thomas	eileen.thomas@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	RKR Associates	Ray	Rogers	rayrogers@rkrofficefurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The HON Company	Frank	Amadio	amadiof@honcompany.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	versa products inc	ana	gonzalez	ana.gonzalez@versaproducts.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Bruce	Palmer-Ball	bruce.palmer-ball@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	Steven	Shoemaker	steven.shoemaker@haworth.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Via Seating	Matthew	Kennard	govcontract@viaseating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Opening the Book North America	Jolie	Conahan	jolie@openingthebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Teknion LLC	Lynn	Clark	lynn.clark@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Vitra, Inc.	Morgan	Ertel	morgan.ertel@vitra.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	ELB US Inc	Laura	Caswell	l.caswell@elbglobal.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Inscape Inc.	Valerie	Windrim	vwindrim@inscapesolutions.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	ELB US INC.	John	Hart	j.hart@elbglobal.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Workrite Ergonomics LLC	Donna	Bobalek	dbobalek@workriteergo.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Interior Design by. Valentine	Val	Valentine	a2val@usa.net	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	National Business Furniture	Kevin	Emery	kevine@nbf.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	KI	Patrick	Welch	patrick.welch@ki.com	
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Affordable Interior Systems, Inc.	Helen	Woods	hwoods@ais-inc.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Clear Design	Kraig	Wellshear	kraigw@mycleardesign.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Teknion	Stephen	Hindle	steve.hindle@teknion.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Teknion	Sandra	Borland	sandy.botland@teknion.com	Corrected to sandy.borland@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kimball	Mick Ann	Koratsky	mickann.koratsky@kimball.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Berco Designs	John	Francosky	jfrancosky@bercoinc.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Logiflex	Nathalie	Todd	ntodd@logiflex.ca	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Atlantic Corporate Interiors, Inc.	Susan	Foushee	sfoushee@aciinc.com	
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	VISUAL	TECH	ZONE	techzone@visualinfomedia.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Hekman Contract	Matt	Hinueber	mhinueber@hekmancontract.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	LIAT Furniture	Tracy	Benfield	tbenfield@liatfurniture.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	EPIC Business Essentials	Scott	Zintz	szintz@epicbe.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	PS Furniture, Inc.	STEVEN	COOK	scook@psfurniture.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	HON	Monica	Laverman	lavermanm@honcompany.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haworth	John	Franklin	john.franklin@haworth.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Krueger International Inc.	Andrew	VanStraten	andrew.van.straten@ki.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Trendway Corporation	Patti	Vander Hulst	pvanderhulst@trendway.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	TONIK LLC	Emily	Iwanicki	eiwanicki@tonikworld.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	B.A.T.T.L.E. Logistics International, LLC	Charles	Johnson	battlelogint@gmail.com	
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	A2S Inc.	Nic	Shaw	nic.shaw@a2s.com	

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Gressco, Ltd.	Caroline	Kasprzak	caroline@gresscoltd.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Benchmark Contract Furniture	Tanya	Friedman	tfriedman@benchmarkcontractfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Canfield Business Interiors	Stephanie	Winter	swinter@canfieldco.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kimball	Kris	Landis	kris.landis@kimball.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Indiana Furniture	Angie	Kleiser	angie.kleiser@indianafurniture.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Kwalu LLC	Marta	Nickolyshyn	mnickolyshyn@kwalu.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Construction Journal	Pamela	Exton	bids@constructionjournal.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Kaplan Early Learning Company	Tina	Stanbery	tstanbery@kaplanco.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Quill LLC	Romi	Moormeier	bid@quill.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	SSi Furnishings	Mike	Sigsbee	msigsbee@ssifurnishings.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	DVOUSA, INC	carmela	staiano	cstaiano@dvousa.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Alumni Educatoional solutions	bob	Redding	bredding@alumnicf.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	asdfgh	qwert	zxcvbn	tncmumbai26@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Exemplis Corporation (Ideon, Sit On It)	Bob	Rohlman	rrohlman@exemplis.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Virco	Brian	Kirkwood	briankirkwood@virco.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	K-LOG INC	Jim	Lockley	jiml@k-log.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Lone Star Furnishings, LLC	Gina	Marchant	gina@lonestarfurnishings.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	AmTab Manufacturing	Greg	Swon	greg.swon@amtab.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Virco, Inc.	Tony	Rosiles	tonyrosiles@virco.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	PAPER CLIPS INC.	SEEMA	MAHBUBANI	seema@paperclipsinc.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Gressco Ltd	Stefanie	Hackelberg	stefanie@gresscoltd.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	LIGHT SOURCE	Natasha	Banks	bankslightsource@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	test tender limited	test	test	testteg7@gmail.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Fred Jefferson Memorial Homes for Boys	Kimberly	Weldon	kweldon@fredjefferson.org
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	AD&D Furniture Mfg.	Seb	Agate	sagate@abdfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	ergoCentric Seating	Mark	Blake	mark.blake@ergocentric.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	Shankha Shul	Sarkar	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Haskell Education	Tim	Kerfien	tkerfien@haskelloffice.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	Shankha Shul	Sarkar	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Velocity Business Products	J.D.	Pedigo	jdp@velocitybp.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	Subrata	Mukherjee	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	KI	Milica	Vidovich	milicavidovich@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	Baishakhi	Das	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	Baishakhi	Das	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	NorvaNivel USA LP	Katelyn	Forcucci	katelyn@norvanivel.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Irwin Seating Company	Spence	Benedict	spence.benedict@irwinseating.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Quill LLC	Romi	Moormeier	bid@quill.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	test tender limited	test	test	testteg7@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Wilson's Work	Tracy	Wilson	wilsonswork@yahoo.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	PMC Commercial Interiors	Jeff	Councilman	jeff.councilman@pmc.works
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Affordable office furniture	Stuart	Cameron	scameron@affordableof.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Quill	No name		bid@quill.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Quill LLC	Romi	Moormeier	bid@quill.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Teknion LLC	Leonard	Chapman	leonard.chapman@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	DIVERSIFIED WOODCRAFTS INC	Ed	Surowiec	esurowiec@diversifiedwoodcrafts.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Everest Expedition, LLC, dba The Worden Com	Jim	Meier	jimm7110@gmail.com

Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Teknion	Stephen	Hindle	Steve.hindle@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Spec Furniture Inc.	Dubravka	Milinkovic	contracts@specfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	A	ghosh	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Scott Rice Office Works	Rachel	Hewitt	rachelh@scottrice.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Blue Book Building and Construction Netv	Mukhtar	Shah	projectleads@mail.thebluebook.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Elkay Interior Systems	Stanya	LeMay	stanya.lemay@elkay.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	DSA	John	Canon	canon225@aol.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	LIAT, LLC	Brian	Lish	blish@liatfurniture.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	Onvia	Onvia		svcagency@onvia.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	asdf	asdf		asdfadf@mail.com
Region 4 website	REGION 4 | 19-18 Furniture and Installation II	1813047	Lynn	Clark	lynn.clark@teknion.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	SurfaceWorks	Kelly	Ciezki	kelly.ciezki@surfaceworks.us
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Paragon Furniture	Jay	Krause	paragon@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Allied Plastics Company, Inc.	Jay	Krause	allied@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Claridge Products and Equipment, Inc.	Jay	Krause	claridge@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Computer Comforts	Jay	Krause	computercomforts@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Fomcore, LLC	Jay	Krause	fomcore@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Hann Manufacturing, Inc.	Jay	Krause	hann@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Interior Concepts Corporation	Jay	Krause	interiorconcepts@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Ironwood Manufacturing, Inc.	Jay	Krause	ironwood@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	MiEN Company, Inc.	Jay	Krause	mien@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Muzo	Jay	Krause	muzo@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Russell Carroll Manufacturing, Inc.	Jay	Krause	russwood@ironfurnace.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Wood Designs	Jay	Krause	wooddesigns@ironfurnace.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Wayfair Professional	David	Randolph	drandolph@wayfair.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Daise Management LLC	Alfred	Daise	dmllctx@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Elkay Interior Systems	Charles	Murphy	charles.murphy@elkay.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Stance Healthcare	Kim	Daly	kim@stancehealthcare.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	bid ocean	Eric	Johnson	eric@bidocean.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	VISUAL	TECH	ZONE	techzone@visualinfomedia.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Enwork	Brandon	REame	breame@enwork.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	VS America, Inc.	Yuri	Ahn	y.ahn@vsamerica.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	VS America	Mark	Harvey	m.harvey@vsamerica.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Office Chairs USA	Patrick	Jamison	pjamison@sheehansoffice.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Clear Design	John	Warrilow	johnw@mycleardesign.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Fleetwood	Jerry	Kortman	jerryk@fleetwoodfurniture.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Lesro Industries, Inc.	Mark	Denton	mark@lesro.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	FurnitureLab	Suzzette	Jarman	contracts@furniturelab.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Palomira Corporation, DBA Bayou Graphix	Dane	DellaCrosse	dane@palomiragroup.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Special-T LLC	Lisa	Polillo	lisa@specialt.net
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	A2S Inc.	Thomas	Muller	tmw@a2s.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Onvia	Source	Management	svcagency@onvia.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Carroll's Office Furniture	Steve	Dannenbrink	sd1951@sbcglobal.net
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	asdfgh	qwert	zxcvbn	tncmumbai26@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Borgo Contract Seating	Lucas	Spassiani	lucas@borgo.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Borgo Contract Seating	Lucas	Spassiani	sales@borgo.com

PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	VARIDESK		Candra	O'Rourke	candra.orourke@varidesk.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	The Edu-Source Corporation		Frank	Medina IV	edusource@edusourcecorp.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Source Management		Onvia	Onvia	svcagency@onvia.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Source Management		Onvia	Onvia	svcagency@onvia.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Kerr Workplace Solutions		Louise	Farmer	lfarmer@kerrog.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Office Interiors		Amy	Pentti	apentti@oiatl.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II		1962	Lee	Mauney	lmauney@esiergo.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Arcadia Chair Company		LIZ	FARKAS	lizf@arcadiacontract.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	First5LA		Terrie	Johnson	tjohnson@first5la.org
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	S.P. Richards		Eddie	Baird	eddie_baird@sprich.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Metalworks Inc dba Great Openings		Steve	Paine	spaine@greatopenings.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	jfgjhjgj		jghfjghjgh	ghfhgdsf	cdfgvse@gmail.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	ModuForm, Inc		Joshua	Weissman	jweissman@moduform.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Brodart Co.		Bud	Perchinski	bud.perchinski@brodart.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Luxpoint		Sal	Rando	sal@luxpoint.io
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	Source Management		Onvia	Onvia	svcagency@onvia.com
PUBLIC | REGION 4 SOLICITATION REQUESTS	REGION 4 | 19-18 Furniture and Installation II	AC Transit		Ryan	Banea	rbanea@actransit.org

region 4

Bid Tab Summary

RFP #19-18 Furniture, Installation and Related Services

Description	Total Weighted Value	*9to5 Seating LLC*	*Affordable Interior Systems, Inc. (AIS)*	*Allsteel Inc.*	*Alumni Classroom Furniture Inc.*	*AmTab Manufacturing Corporation*	*Artcobell Corporation*	*Bush Industries, Inc.*	*Clear Design*	*ELB US Inc.*	*ASSA Group, Inc. dba Enwork*	*EPIC Business Essentials*	*Exemplis LLC*
Products/Pricing	40	Ergonomic office seating only	36	35		33	32		Offer not responsive to RFP	Did not make it to the next level of evaluation		No discount	36
Performance Capability	25		26	25		25	25						27
Qualification & Experience	25		18	19		15	15						16
Value Add	10		7	6		5	5						6
Total	100		87	85		78	77						85

It is recommended that the following contract award be made:

Contract

Furniture, Installation and Related Services

Award

Affordable Interior Systems, Inc. (AIS)
Allsteel Inc.
Exemplis LLC
The HON Company LLC
Irwin Seating Company
Jasper Group (Jasper Seating Company, Inc.)
Kaplan Early Learning Company
Krueger International, Inc.
Maxon Furniture Inc.
MeTEOR Education, LLC
National Office Furniture, Inc.
Office Depot, Inc.
OFS Brands Inc.
Safco Products Co.
School Specialty, Inc.
Teknion LLC
Trendway Corporation
VS America, Inc.

region 4

Bid Tab Summary

RFP #19-18 Furniture, Installation and Related Services

Description	Total Weighted Value	*GMi Companies*	*Haskell Office, LLC*	*The HON Company LLC*	*Indiana Furniture Industries, Inc.*	*Irwin Seating Company*	*Jasper Group (Jasper Seating Company, Inc.)*	*Kaplan Early Learning Company*	*Krueger International, Inc.*	*Kwalu LLC*	*LIAT, LLC*	*Maxon Furniture Inc.*	*Metalworks, Inc. - Great Openings*
Products/Pricing	40	Does not offer a broad enough selection	Score low - discount 20-45%	38	Not broad enough options	35	35	35	34	47% discount…not broad enough options	Not broad enough options…45% discount	36	32
Performance Capability	25			28		26	26	25	27			25	24
Qualification & Experience	25			19		16	18	17	18			16	16
Value Add	10			7		4	6	6	5			6	5
Total	100			91		81	85	83	83			83	77

It is recommended that the following contract award be made:

Contract

Furniture, Installation and Related Services

Award

Affordable Interior Systems, Inc. (AIS)
Allsteel Inc.
Exemplis LLC
The HON Company LLC
Irwin Seating Company
Jasper Group (Jasper Seating Company, Inc.)
Kaplan Early Learning Company
Krueger International, Inc.
Maxon Furniture Inc.
MeTEOR Education, LLC
National Office Furniture, Inc.
Office Depot, Inc.
OFS Brands Inc.
Safco Products Co.
School Specialty, Inc.
Teknion LLC
Trendway Corporation
VS America, Inc.

region 4

Bid Tab Summary

RFP #19-18 Furniture, Installation and Related Services

Description	Total Weighted Value	*MeTEOR Education, LLC*	*National Business Furniture, LLC*	*National Office Furniture, Inc.*	*NPS Public Furniture Corp*	*NorvaNivel USA LP*	*Office Depot, Inc.*	*OFS Brands Inc.*	*Origin US LLC*	*Paragon Furniture, Inc.*	*PS Furniture Inc.*	*Rapp Productions, Inc dba FurnitureLab*	*RT London*
Products/Pricing	40	37	No catalog, no discount…3.5 pages of exceptions	36	27% discount	32	38	37	Only offer chairs…40% discount	40% discount	52.5% discount and volume discount over $75,000	Not broad enough of requested items	53% discount…don't see catalog…higher education furniture…not broad enough options
Performance Capability	25	27		27		25	28	27					
Qualification & Experience	25	19		18		14	20	19					
Value Add	10	9		5		4	10	8					
Total	100	92		86		75	96	91					

It is recommended that the following contract award be made:

Contract

Furniture, Installation and Related Services

Award

Affordable Interior Systems, Inc. (AIS)
Allsteel Inc.
Exemplis LLC
The HON Company LLC
Irwin Seating Company
Jasper Group (Jasper Seating Company, Inc.)
Kaplan Early Learning Company
Krueger International, Inc.
Maxon Furniture Inc.
MeTEOR Education, LLC
National Office Furniture, Inc.
Office Depot, Inc.
OFS Brands Inc.
Safco Products Co.
School Specialty, Inc.
Teknion LLC
Trendway Corporation
VS America, Inc.

region 4

Bid Tab Summary

RFP #19-18 Furniture, Installation and Related Services

Description	Total Weighted Value	*Safco Products Co.*	*School Specialty, Inc.*	*SICO America, Inc.*	*Spec Furniture Inc*	*Special-T, LLC*	*Teknion LLC*	*Trendway Corporation*	*VS America, Inc.*	*WB Manufacturing*
Products/Pricing	40	37	36	40% discount	45% discount	Only offers tables…not enough options…100% restocking fee	37	37	36	50% discount…40% restocking fee
Performance Capability	25	26	27				26	27	26	
Qualification & Experience	25	16	17				18	17	17	
Value Add	10	6	8				6	7	7	
Total	100	85	87				87	88	86	

It is recommended that the following contract award be made:

Contract
Furniture, Installation and Related Services

Award
Affordable Interior Systems, Inc. (AIS)
Allsteel Inc.
Exemplis LLC
The HON Company LLC
Irwin Seating Company
Jasper Group (Jasper Seating Company, Inc.)
Kaplan Early Learning Company
Krueger International, Inc.
Maxon Furniture Inc.
MeTEOR Education, LLC
National Office Furniture, Inc.
Office Depot, Inc.
OFS Brands Inc.
Safco Products Co.
School Specialty, Inc.
Teknion LLC
Trendway Corporation
VS America, Inc.

Exemplis®

May 15, 2023

Reference: Authorized Dealer

To Whom It May Concern:

Please let this Letter serve as Exemplis LLC's notification that The Caprock Group LLC DBA Texas Wilson is an Authorized Dealer for Exemplis LLC. The Caprock Group LLC DBA Texas Wilson can utilize our OMNIA Region 4 Contract R191803.

The Caprock Group LLC DBA Texas Wilson is authorized to sell all products offered by Exemplis LLC.

Please let me know if you have any questions at all.

Best Regards,

Katya King
Contracts Specialist
Exemplis LLC
Phone: 714-995-4800
Email: kking@exemplis.com

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

PNI-Arizona Business Gazette

PHASE:3
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Order # 0003884116 **# of Affidavits** 1

P.O # #19-18

Published Date(s):

11/14/19

STATE OF WISCONSIN
COUNTY OF BROWN } **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Ashley Rowson

Sworn to before me this
14 TH day of
NOVEMBER 2019

Vicky Felty

Notary Public

My Commission expires: 9/9/21

VICKY FELTY NOTARY PUBLIC STATE OF WISCONSIN

AFFIDAVIT OF PUBLICATION

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.
PRE-PROPOSAL CONFERENCE: Thursday, November 21st, 2019, 10:00 am local time, Region 4 ESC Offices, 7145 West Tidwell Road, Houston, TX 77092.
PROPOSAL DUE DATE: December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
Pub: Nov 14, 2019

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
PHASE 3, ACCOUNTS PAYABLE 109 WESTPARK DR STE 360 BRENTWOOD TN 37027	9001501174
	DATE: 11/7/2019

ACCOUNT NAME	
PHASE 3,	
TELEPHONE	ORDER # / INVOICE NUMBER
6155674070	0001272763 /

PUBLICATION SCHEDULE

START 11/07/2019 END 11/07/2019

CUSTOMER REFERENCE NUMBER

RFP #19-18

CAPTION

REQUEST FOR PROPOSALS Region 4 ESC, Houston, TX is requesting proposals from

SIZE

35 LINES 1 COLUMN(S)

TIMES	TOTAL COST
2	60.30

REQUEST FOR PROPOSALS

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1272763 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related S** FOR **PHASE 3,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 11/07/2019 End 11/07/2019

DATE 11/7/2019 SIGNATURE

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 7TH DAY OF NOVEMBER IN THE YEAR 2019

BY LORAINE GUDMUNDSON.

JAE LEVI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FURNITURE, INSTALLATION, AND RELATED SERVICES
Region 4 Esc; Bid Location Houston, TX, Harris County; Due 12/11/2019 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

11/8/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **8th** DAY OF **November, 2019**

Michelle Ropp

Selah Farmer

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

REGION 4 ESC
FURNITURE, INSTALLATION, AND RELATED SERVICES
Proposals Due 2:00 pm, December 11, 2019
REQUEST FOR PROPOSALS

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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Published Nov. 8, 2019. 11813266

Sydney Rubin
National Ipa
109 Westpark Dr Ste 360
Brentwood, TN 37027-5062

Order No.: 11813266
Client Reference No:

Page	:	1 of 1 11/05/2019 10:54:08	**Ad Number**	:	11022229
			Ad Key	:	
Order Number	:	20462855	**Salesperson**	:	Legal - Legals - Helena
PO Number	:	19-18	**Publication**	:	Independent Record On-Line
Customer	:	60036285 Phase 3 Marketing & Communi	**Section**	:	Class Section
Contact	:	Sydney Rubin	**Sub Section**	:	Legal
Address1	:	109 Westpark Drive	**Category**	:	9999 Legals
Address2	:	Suite 360	**Dates Run**	:	11/07/2019-11/07/2019
City St Zip	:	Brentwood TN 37027	**Days**	:	1
Phone	:	[redacted]	**Size**	:	2 x 1.55, 14 lines
Fax	:		**Words**	:	101
	:		**Ad Rate**	:	Legal Line
Printed By	:	Cathyann Christian	**Ad Price**	:	53.92
Entered By	:	Cathyann Christian	**Amount Paid**	:	0.00
			Amount Due	:	53.92
Keywords	:				
Notes	:				
Zones	:				

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.
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December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
November 7, 2019 **MNAXLP**

AFFIDAVIT OF PUBLICATION
STATE OF MONTANA,
County of Lewis & Clark

Cathyann Christian
Being duly sworn, deposes and says;
That she is the principal clerk of the Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisement therof:
That the Requesting Proposals
a true copy of which is hearto annexed, was published in said newspaper on the following dates: viz.:
November 7, 2019
making in all_1_ publication(s)

Subscribed and sworn to me this _7_ day of _November_, 2019.

Billie Jo Williams
Notary Public for the State of Montana
Printed Name: Billie Jo Williams
Residing at Clancy, Montana 59634
My commission expires August 31, 2022

(Notary Seal)

BILLIE JO WILLIAMS NOTARIAL SEAL STATE OF MONTANA
BILLIE JO WILLIAMS
NOTARY PUBLIC for the
State of Montana
Residing at Clancy, Montana
My Commission Expires
August 31, 2022

Certificate of the Publisher

The Herald-News

Description:RFP 19-18
1721368
RFP 19-18

PHASE 3 MARKETING & COMMUNICATIONS
P O BOX 680758
MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
11/07/2019

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on
7th day of November, A.D. 2019

Shaw Media By:

J. Tom Shaw, Publisher

Account Number 10174037

Amount $76.40

PUBLIC NOTICE

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

(Published in Herald-News November 7, 2019)
1721368

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF }
(RFP No. 19-18) Furniture, Installation, and Related Services }
}
}
}
}
}
}

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: NOV - 7 2019 **# Pages:** 1
Notary Name: COLLEEN E. SORANAKA First Judicial **Circuit**
Doc. Description: Affidavit of Publication
NOV - 7 2019
Notary Signature Date

COLLEEN E. SORANAKA NOTARY PUBLIC No. 90-263 STATE OF HAWAII

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
(SA1244463 11/7/19)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:
11/07/2019
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 0 times on:
West Hawaii Today 0 times on:
Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang
Gwyn Pang

Subscribed to and sworn before me this 7 day of November A.D. 20 19

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020

COLLEEN E. SORANAKA NOTARY PUBLIC No. 90-263 STATE OF HAWAII

Ad # 0001244463

SP.NO.: _____ L.N.

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

PHASE 3 MARKETING COMMUNICAT 0000205511 HC085601320
RAN A LEGAL NOTICE
SIZE BEING: 3 x9 L

Product	Date	Class	Page
CNCY-Cypress Creek Mirror (Cypress/Cy-Fa	Nov 13 2019	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/Kl	Nov 13 2019	Legal Notices	
CNPM-Magnolia Potpourri	Nov 13 2019	Legal Notices	
CNPO-Tomball Potpourri	Nov 13 2019	Legal Notices	
CNCY-Cypress Creek Mirror (Cypress/Cy-Fa	Nov 20 2019	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/Kl	Nov 20 2019	Legal Notices	
CNPM-Magnolia Potpourri	Nov 20 2019	Legal Notices	

Product	Date	Class	Page
CNPO-Tomball Potpourri	Nov 20 2019	Legal Notices	

Victoria Bond A/R Clerk

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 20th Day of November A.D. 2019

CHARLES E WALICHOWSKI 129823547 NOTARY PUBLIC STATE OF TEXAS EXPIRES MAY 19, 2022

Notary Public in and for the State of Texas

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.
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AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

PHASE 3 MARKETING & COMM
SUITE 360
109 WESTPARK DRIVE
BRENTWOOD TN 37027

Account # **170430**
Ad Number **0001076983**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 11/07/2019 to 11/07/2019, on the following days:

11 / 07 / 19

REQUEST FOR PROPOSALS

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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PROPOSAL DUE DATE: LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

PUB: November 7, 2019
LV Review-Journal

/s/
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 7th day of November, 2019

Notary

MARY A. LEE
Notary Public, State of Nevada
Appointment No. 09-8941-1
My Appt. Expires Dec 15, 2020

PHASE 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Acct Number	65600
Ad Number	0000847893
Insertions	1
Total	$19.50

AFFIDAVIT OF PUBLICATION,
NEW JERSEY, SUSSEX COUNTY, ss

Brittany Weiss, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

ADNUMBER	Publication	Page	Date
0000847893-01	NJH Herald	C2	11/07/2019

NOTICE

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net
Nov. 7, 2019 pf$12.00
0000847893 NJH

Subscribed and sworn to me before this date: 11/07/2019

Notary: Date: 11/07/2019

ROBIN K. FICHTER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50020719
My Commission Expires 8/11/2020

Richmond Times-Dispatch

Advertising Affidavit

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

November 07, 2019

PHASE: 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE
SUITE 360
BRENTWOOD, TN 37027

Date	Category	Description	Ad Size	Total Cost
11/16/2019	Propos-Sld Bids-RFP	Region 4 ESC, Houston, TX is requesting proposals from quali	2 x 0 L	101.20

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.
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Publisher of the Richmond Times-Dispatch

This is to certify that the attached Region 4 ESC, Houston, TX **was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:**

11/07/2019

The First insertion being given ... 11/07/2019

Newspaper reference: 0001024061

Sworn to and subscribed before me this Thursday, November 7, 2019

Kimberly B Harris — Notary Public

Billie Johnson — Billing Representative

Kimberly B. Harris
NOTARY PUBLIC
Commonwealth of Virginia
Notary Registration Number 356753
Commission Expires January 31, 2021

State of Virginia
City of Richmond
My Commission expires _____

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

This space for filing stamp only

SYDNEY RUBIN
PHASE 3 MARKETING & COMMUNICATIONS/NIPA
109 WESTPARK DRIVE SUITE 360
BRENTWOOD, TN - 37027

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 19-18

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/08/2019

Executed on: 11/08/2019
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Email

SB #: 3311896

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.
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11/8/19

SBS-3311896#

STATE OF WASHINGTON – KING COUNTY

--ss.

379248
PHASE 3 MARKETING & COMM

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB: REG 4 HOUSTON FURNIT

was published on

11/07/19

The amount of the fee charged for the foregoing publication is the sum of $ 69.30.

JENNIFER A BARNES 96738 NOTARY PUBLIC COMM. EXPIRES 10-24-23 STATE OF WASHINGTON

Subscribed and sworn to before me on

11/07/2019

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

Region 4 ESC, Houston, TX

Furniture, Installation, and Related Services

Bid date: December 11

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

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December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

Date of publication in the Seattle Daily Journal of Commerce, November 7, 2019.

11/7(379248)

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

11/07/2019

Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

11/7/2019

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite

M. MONIC McCHRISTIAN NOTARY PUBLIC NOTARY NO. 88293 STATE OF LOUISIANA

PUBLIC NOTICE

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396092-nov 7-1t

PHASE 3 MARKETING & COMM 396092-01

SYDNEY RUBIN
109 WESTPARK DR STE 360
BRENTWOOD, TN 37027

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of

The State
The State Media Company
NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
580372	0004449570	Request For Proposals Region 4 ESC, Houston, TX is requesting propo:

Attention: Sydney Rubin

PHASE 3 MARKETING
PO BOX 680758
MARIETTA, GA 30068

Request For Proposals

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4449570

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

November 07, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 13th day of November in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

TIMES UNION

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PHASE 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE, SUITE 360
ATTN: SYDNEY RUBIN
BRENTWOOD, TN 37027

Account Number: 600120168
Order Number: 0004084095
Order Invoice Text: National IPA - RFP

T Tomes / R Bernard / T Duquette / P Sheehan / A Rubel of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

11-08-2019

SUSAN R WRIGHT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WR4793115
Qualified in Albany County
My Commission Expires 1/31/22

Sworn to before me, this 11 day of November 2019.

Notary Public
Albany County

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide Furniture, Installation, and Related Services (RFP No. 19-18). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or from the Procurement Services office.

PRE-PROPOSAL CONFERENCE: Thursday, November 21st, 2019, 10:00 am local time, Region 4 ESC Offices, 7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE:
December 11th, 2019, BEFORE 2:00 PM LOCAL TIME. CONTACT: Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

TU1t 4084095

November 19, 2019

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

RFP# 19-18 was published within said newspaper in the Public Notice Section of the on the following date(s):

11/07/2019

Don Whitman

On this the 19th day of November, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

Camika Winter
State of Florida
County of Pinellas

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

Ad Number: USA0052230-01
Insertion Number: N/A
Size: 0.263
Color Type: BW
Advertiser: USA Today
Agency: N/A
Section-Page-Zone(s): B-3-All
Description: Mkpl Today cls Nov07
Thursday, November 7, 2019

TECH

Facebook's Portal TV feels natural



Talking Tech
Jefferson Graham
USA TODAY

I don't like the idea of granting my TVs access to Facebook and allowing the social network to install a video camera and microphone in my living room.

But I've got to admit its new Portal TV is, hands down, the best video chat device I've ever come across. And to communicate with my relatives, I could let down my guard and let Facebook in.

There are some concerns, and they are big ones. More on that below.

I've tried the vertical phone thing with friends and family on FaceTime and Google Hangouts, I've done laptop-to-laptop chat, Periscoped, Facebook Live'd – you name it.

But with Portal TV in the living room – hanging out on the couch, without having to hold a phone in front of my face or sitting statically by a laptop or desktop – it just seemed so natural.



Video chatting with Ed Baig on Facebook Portal TV. JEFFERSON GRAHAM

What is Portal TV?

Portal TV is the next step for Facebook, which in 2018 introduced the Portal video display unit for chats, playing music and games. The initial units were 15 inches and 10 inches and sold poorly the first year, according to a sales survey by Voicebot.ai. This year, Facebook upgraded the Portal with 8-inch ($129) and (a revamped) 10-inch ($179) models, adding the ability to do WhatsApp chats as well.

For $149, you can buy Portal TV, if you can get over the social network's various privacy breaches and its tendency to track personal data to sell to marketers. If you're considering any of the Portal units, this is the one to get.

Why buy a little box for video chatting that does little beyond video chat – yeah, it plays music and shows a handful of videos, but you get that with TV, and the bigger screen is way prettier to look at. On a large, flat-screen, in 4K resolution, whatever size TV you have is going to look way better than 10 inches.

How Portal TV worked

My video chat with colleague Ed Baig, on my Portal TV test unit to his, looked fabulous. I was in his basement, he was in my living room, and the Facebook Portal camera easily panned and zoomed along with us as we moved, to follow us around the room. Not in a creepy way, but as a tool to make the visuals way more interesting.

My other video chats were good, but nowhere near as impressive as Portal to Portal, which is the optimum experience.

I called my brother, who held up his phone vertically cropping out half of the image, which is what happens when the camera isn't held horizontally. When I called USA TODAY colleague Trevor Hughes. He was in front of his laptop, in horizontal, thank you, and that was great. But he was stuck behind a desk, while I was free to roam around.

If you're considering Portal TV, you'll really want two of them. (Facebook offers a $50 discount if you buy two, so the total bill would be $250 plus tax.)

But, still, there are concerns

Facebook knows it has privacy issues to contend with. The unit is "private by design," Facebook says on its website. To appease concerns about that always-on video camera, the Portal has a cover that can slide over the camera when not in use – if you remember to do that.

Don't think for a minute that Facebook isn't monitoring you. When you connect on a video call, "we collect information in a similar way to other Facebook products," the social network notes. For instance, it notes that you've made a call, who you called and where, and which other Portal apps (which include Pandora and CBS All-Access) have been opened and used. That "may be used to inform the ads you see across Facebook," the company admits.

Facebook says it does not listen to, view or keep the contents of your video or audio calls, "so nothing you say on a Portal call is used for advertising."

However, it also says that when you use the "Hey, Portal" wake words, it records and transcribes your commands and invites users to go to their Portal settings to delete them.

But in typical Facebook fashion, it makes it nearly impossible to opt-out, by sending you to a computer or mobile device to type in a code that's such a hassle, you give up on the spot. Oh, if only Apple, without all this privacy baggage, had created the product instead.

Portal TV is available at Facebook's online store, Best Buy, Bed, Bath & Beyond and Amazon.

KNOW YOUR STUFF

Fridge shelf no better for battery shelf life

Know Your Stuff is a new column that unlocks the hidden secrets about the everyday products you own.

David Kender
USA TODAY

If you were to peek inside my refrigerator, you might see a surprise next to the butter drawer: my batteries. I keep them there because, at some point in the foggy past, someone told me it was good idea, and I believed them.

However, I've learned that gut instincts often fall apart in the face of actual facts. So I took my question to the experts and learned, yet again, that even the simple things we own can be surprisingly complex.

Myth: *Storing batteries in the refrigerator prolongs their life.*

Fact: *It's partially true, but you're better off not doing it.*

In order to understand why, it's helpful to have some insight into how a battery works. To keep things simple, we'll limit ourselves to common AA and AAA batteries – not smartphone or laptop batteries.

To get technical for just one moment, batteries release energy because of a chemical reaction between two or more compounds stored inside. Electrons flow out of the one terminal, through whatever device they're powering, and back into the other terminal.

But even when they're not plugged in, those electrons can sneak out of the battery, draining their capacity through a process called self-discharge.

It's easy to see how common wisdom would point towards the refrigerator as a solution: If you can slow down the chemical reaction, you should be able to store batteries longer.

So, should you? The answer from battery makers is a uniform and unequivocal.



Experts say don't store your batteries in the fridge. JACKSON RUCKAR/REVIEWED

"That's a long-held myth, and the answer is no," says Tom Van Voy of Panasonic Energy Corp. of America.

All major brands recommend a clean, dry, room-temperature environment.

When stored properly, the discharge rate of a single-use alkaline battery, the most common type in the U.S., is negligible – only about 3% per year. Single-use lithium batteries lose even less.

While refrigeration is a no-no, temperature still has a big impact on a battery's shelf life.

When battery makers recommend "room temperature," they generally mean between 68-78°F. Depending on your location, though, your house may get a lot warmer than that. And the hotter it gets, the faster your batteries lose their charge.

Yet another reason experts recommend not keeping batteries in the fridge is condensation.

"Humidity can impact batteries as a whole, says Van Voy, "and that's why we recommend a dry storage environment. You build up condensation in a refrigerator."

If you insist on keeping your batteries in fridge, at least put them in an airtight container where water vapor can't get at them.

But consider me reformed. You'll find my batteries in the drawer from now on.

David Kender is the editor in chief of Reviewed, a product review website and part of the USA TODAY Network. If you have a question about how your stuff works, or just want to know what to buy, email him at request@reviewed.com.

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NOTICES

PUBLIC NOTICE

Region 4 ESC, Houston, TX is requesting proposals from qualified and experienced firms to provide
Furniture, Installation, and Related Services (RFP No. 19-18).
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at **www.esc4.net** or from the Procurement Services office.
PRE-PROPOSAL CONFERENCE:
Thursday, November 21st, 2019, 10:00 am local time, Region 4 ESC Offices, 7145 West Tidwell Road, Houston, TX 77092.
PROPOSAL DUE DATE:
December 11th, 2019, BEFORE 2:00 PM LOCAL TIME.
CONTACT:
Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@esc4.net

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories** to result in a contracting solution for use by its members.
Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.
A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**
Only proposals submitted through the Sourcewell Procurement Portal will be considered.
Proposals are due no later than January 7, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
RFP# 191101 – Commissioning and Testing Services for Facility Systems
Proposals are due and will be opened on December 20, 2019, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

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To place your Public Notice in our Marketplace section, call:
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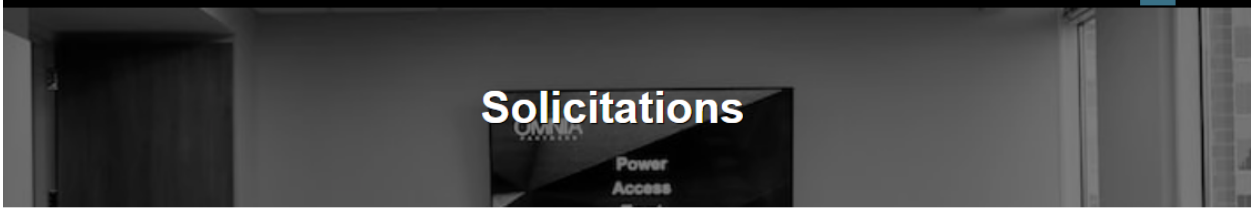


SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

Current Solicitations

+ Risk Preparedness and Claims Recovery Services

+ Disaster and Non-Disaster Restoration of Operational Services

− Furniture, Installation, and Related Services

region 4

Lead Agency:

Region 4 Education Service Center ("ESC")

Response Due: Wednesday, December 11, 2019 at 2:00 PM CENTRAL TIME

Click here to receive a copy of the RFP.

Region 4 Solicitations

Select the RFP about which you would like to receive more information.

* Required

Name *

Your answer

E-mail *

Your answer

Organization

Your answer

I am interested in the following solicitations:

- [ ] R19-19 Educational Software Solutions and Services - Responses Due November 19, 2019 at 10:00 A.M. CST
- [ ] R19-11 Copiers and Printers - Responses Due November 19, 2019 at 10:00 A.M. CST
- [ ] R19-20 Maintenance, Repair and Operations (MRO) Supplies & Related Services - Responses Due Tuesday, December 3, 2019 at 2:00 P.M. CST
- [ ] R20-02 Bleeding Control Kits and Related Hemorrhage Control Products and Services - Responses Due Monday, December 2, 2019 at 2:00 P.M. CST
- [ ] R19-18 Furniture, Installation, and Related Services - Responses Due December 11, 2019 at 2:00 PM. CST

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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-18

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Furniture, Installation, and Related Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Furniture, Installation, and Related Services 19-18 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Addendum No. 1 is hereby issued as follows:

CLARIFICATIONS:

1. The changes being made to this RFP are being made to add Appendix C Documents #5-7 in order to fulfill FEMA requirements. While it is not expected that the services outlined in this RFP would be utilized in a disaster recovery or emergency situation, Region 4 ESC is including language should it be needed.

CHANGES TO THE RFP:

1. Remove Appendix C, Additional Required Documents, and replace with the version attached to this Addendum No. 2. This is the Appendix C that should be used for this solicitation and submitted as part of the Offeror's proposal.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

_____ _____

Date *Authorized Signature & Title*

Appendix C, Doc #2

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

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

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

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

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

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

Company _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

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

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

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

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

_____ _____
Signature of Named Authorized Company Representative Date

SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

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

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name:
_____

Address, City, State, and Zip Code:
_____

Phone Number:_____ _Fax Number:
_____

Printed Name and Title of Authorized Representative:_____

Email Address:
_____

Signature of Authorized Representative: _____Date:
_____

Appendix C, DOC # 6

QUESTIONNAIRE

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

1. Diversity Programs

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

2. Diverse Vendor Certification Participation

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

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☐Yes ☐No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐Yes ☐No

List certifying agency: _____

c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: _____

d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone ☐Yes ☐No

List certifying agency: _____

e**. Other**
Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No
List certifying agency: _____

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

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

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

NOTICE TO OFFEROR

Solicitation Number 19-18

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Furniture, Installation, and Related Services

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

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE

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

Publication Date: Thursday, November 7, 2019

I. SCOPE OF WORK

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

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

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

NATIONAL CONTRACT

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

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

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

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

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

Customer Support

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

SCOPE OF GOODS AND SERVICES

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

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

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

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

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

Event	**Date**
Issue RFP	November 7, 2019
Pre-proposal Conference	November 21, 2019
Deadline for questions via email	December 2, 2019
Issue Addenda (if required)	December 4, 2019
Proposal Due Date	December 11, 2019
Approval from Region 4 ESC	February 25, 2020
Contract Effective Date	March 1, 2020

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   Days: calendar days
   Offeror: A supplier submitting a proposal in response to a solicitation.

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

3. Restricted and Prohibited Communications with Region 4 ESC**:** During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

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

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

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

   The communications prohibition shall not apply to the following:

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

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

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

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

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

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

6. **Binder Tabs:**

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

   a. Terms and Conditions Acceptance Form (Appendix B)

   Tab 2 – Products/Pricing

   Tab 3 – Performance Capability

   a. OMNIA Partners documents (Appendix D)

   Tab 4 – Qualification and Experience

   a. References

   Tab 5 – Value Add

   Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

e. Any additional agreements Offeror will require Participating Agencies to sign

7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

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

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

      Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

   b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

   c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

    Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

    From_____

    Company_____

    Address_____

    City, State, Zip _____

    Solicitation Name and Number _____Due Date and Time_____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

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

withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

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

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   a) Products/Services/Pricing

   i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

   ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

   - Manufacturer part #
   - Offeror's Part # (if different from manufacturer part #)
   - Description
   - Manufacturers Suggested List Price and Net Price
   - Net price to Region 4 ESC (including freight)

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

   iii. Is pricing available for all products and services?
      i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

   iv. Describe any shipping charges.
      i. Describe delivery charges along with definitions for:
         1. Dock Delivery
         2. Inside Delivery
         3. Deliver and Install

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

   vi. Describe any return and restocking fees.

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

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

b) Performance Capability

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

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

c) Qualification and Experience

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

d) Value Add

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

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

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

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

APPENDIX A

DRAFT CONTRACT

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

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

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

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

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

_____ _____

Date *Authorized Signature & Title*

Appendix C, Doc #2

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

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

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

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

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

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

Company _____

Address _____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

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

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

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

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

_____ _____
Signature of Named Authorized Company Representative Date

Appendix D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

TO BE ADMINISTERED BY

OMNIA PARTNERS, PUBLIC SECTOR

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

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

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

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

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

1.3 Estimated Volume

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

1.4 Award Basis

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

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

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

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.

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

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

D. Annual sales for the three previous fiscal years.

E. Submit FEIN and Dunn & Bradstreet report.

F. Describe any green or environmental initiatives or policies.

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

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

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

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

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

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

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

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

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

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

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

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

3.3 Marketing and Sales

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

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

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

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

i. Creation and distribution of a co-branded press release to trade publications

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

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

iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

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

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

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

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

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

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

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
   iv. Knowledge of benefits of the use of cooperative contracts

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

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

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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

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

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

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

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

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

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

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

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

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

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

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

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

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

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

TERM OF AGREEMENT; TERMINATION

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

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

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

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

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

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

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

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

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

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

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

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

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

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

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES

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

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

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

	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E

CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS, PUBLIC SECTOR EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners, Public Sector Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number:
_____

Printed Name and Title of Authorized
Representative:_____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

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

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

_____

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____*, State of* _____

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

I am the _____*of the firm of* _____
Title *Company Name*

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

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

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____ , 20____

SEAL

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

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

   OR

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

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

_____
_____

Date ***Authorized Signature and Title***

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT

EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT

LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT

RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR

WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR

COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR

EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR

GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR

JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR

LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR

MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES

OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR

WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS

DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26 JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

region 4

BID/PROPOSAL RECEIPT LIST

~~19-20 MRO~~ 19-18

Wednesday, December 11, 2019 2:00 PM CST

	Received Bid/Proposal - Name of Company	Description of Receipt (# of boxes and/or Envelopes)	Date and Time Received
1	Clear Design	1 FedEx	12/11/19 955AM
2	ELB US, Inc.	1 UPS	12/10/19 1135AM
3	Liat, LLC	1 UPS Box	12/9/19 9:40AM
4	School Specialty	1 UPS Box	12/11/19 749 AM
5	EPIC	1 UPS Box	12/10/19 1135 AM
6	RT London Company	1 UPS Box	12/11/19 1031 AM
7	Paragon Furniture	1 UPS Box	12/11/19 1031AM
8	PS Furniture	1 UPS Box	12/11/19 10:31AM
9	Haskell Company	1 UPS Box	12/9/19 934 AM
10	Sico America, Inc	1 UPS Box	12/9/19 9:39 AM
11	Allsteel	1 Fedex Box	12/10/19 1005 AM
12	Krueger Int'l	1 Fedex Box	12/11/19 1031 AM
13	GMi Companies	1 Fedex Box	12/10/19 1005AM
14	Furniture Lab	1 UPS Box	12/11/19 749AM
15	National Office Furniture	1 Fedex Box	12/11/19 955 AM
16	Special-T	1 UPS Box	12/9/19 934 AM
17	SPEC Furniture	1 UPS Box	12/10/19 708AM

region 4

BID/PROPOSAL RECEIPT LIST

~~19-20 MRO~~ 19-18

Wednesday, December 11, 2019 2:00 PM CST

		Received Bid/Proposal - Name of Company	Description of Receipt (# of boxes and/or Envelopes)	Date and Time Received
✓	1	MeTeor Education	1 UPS Box	12/10/19 1135 AM
✓	2	~~[illegible]~~ NPS	1 Brown Box	12/11/19 10AM
✓	3	Kaplan	1 USPS ~~[illegible]~~ Box	12/10/19 1135 AM
✓	4	Norva Nivel USA	1 Brown Box	12/11/19 1031AM
✓	5	Offic Depot	1 Box	12/10/19 1135AM
✓	6	WB Manufacturing	1 UPS Box	12/9/19 934
✓	7	Teknion	1 UPS Box	12/11/19 1037AM
✓	8	Safco	1 UPS Box	12/11/19 1037 AM
✓	9	AmTab Manufacturing	1 UPS Box	12/11/19 1031 AM
	10	Alumni Classroom	1 UPS ~~[illegible]~~ Box	12/11/19 7:49AM
	11	Exemplis LLC	1 Fedex Box	12/10/19 1005 AM
✓	12	The HON Company	1 Fedex Box	12/10/19 10:05AM
	13	Maxon	1 Fedex Box	12/9/19 1023AM
✓	14	Affordable Interior Systems	1 Fedex Box	12/9/19 1023 AM
	15	National Business Furniture	1 Fedex Box	12/11/19 955AM
✓	16	Bush Industries	1 Fedex Box	12/11/19 955AM
✓	17	EnWork	1 Fedex Box	12/11/19 955AM

region 4

BID/PROPOSAL RECEIPT LIST

~~19-20 MRO~~ 19-18

Wednesday, December 11, 2019 2:00 PM CST

	Received Bid/Proposal - Name of Company	Description of Receipt (# of boxes and/or Envelopes)	Date and Time Received
1	Metal Works Inc	1 UPS Box	12/11/19 10AM
2	Irwin Seating Co	1 UPS Box	12/11/19 7:49 AM
3	Saftco	1 Fedex Box	12/11/19 7:47 AM
4	[redacted] Indiana Furniture Industries	1 Fedex Box	12/10/19 10:05 AM
5	925 Seating	1 Fedex Box	12/10/19 10:05 AM
6	Artcobell	1 Fedex Box	12/11/19 7:47 AM
7	Jasper Seating Co.	1 UPS Box	12/10/19 11:35 AM
8	Kwalu LLC	1 Fedex Box	12/10/19 10:05 AM
9	Trendway	1 UPS Box	12/10/19 11:35 AM
10	OFS Brands Inc	1 Fedex Box	12/11/19 9:55 AM
11	VS America	1 Fedex Box	12/11/19 9:55 AM
12	Origin US LLC	1 USPS Box	12/11/19 12:17 PM
13			
14			
15			
16			
17			

region 4

BID/PROPOSAL SIGN IN SHEET

RFP# R19-[redacted]18

Wednesday December 11, 2019 2:00 PM CST

	Name of Company	Printed Name	Signature
1	Region 4 ESC	Crystal Wallace	Crystal Wallace
2	Region 4 ESC	Lynn Kern	Lynn Kern
3	Region 4 ESC	Robert Zingelmann	RZ
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			


SHIPPING
(616) 399-3900 5835
TRENDWAY
13467 QUINCY
HOLLAND MI 49424-9484

11 LBS

1 OF 1

DWT: 13,13,8

RECEIVED
12/10/19 1135 AM

SHIP TO:
CRYSTAL WALLACE
(713) 744-8189
REGION 4 EDUCATION SERVICE CENTER
7145 WEST TIDWELL RD
HOUSTON TX 77092-2096

TX 770 9-40

UPS NEXT DAY AIR

TRACKING #: 1Z 463 455 01 7092 9516

1

BILLING: P/P

REF 1: OMNIA CONTRACT

WS 22 0 17

LP2844 20.0A 10/2019

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.


MAILROOM
(336) 766-7374
KAPLAN EARLY LEARNING COMPANY
1310 LEWISVILLE CLEMMONS RD
LEWISVILLE NC 27023-9635

11 LBS

1 OF 1

SHIP TO:
RFP 19-18
REGION 4 ESC
7145 WEST TIDWELL ROAD
HOUSTON TX 77092

RECEIVED
12/10/19 1135 AM

TX 770 9-40

UPS NEXT DAY AIR

TRACKING #: 1Z X28 910 01 7455 4580

1

BILLING: P/P


NORVA NIVEL USA LP
(585) 749-0263
THE UPS STORE #4098
8297 CHAMPIONS GATE BLVD
CHAMPIONS GATE FL 33896-8387
9 LBS 1 OF 1
SHP WT: 9 LBS
DATE: 10 DEC 2019
SHIP REGION 4 RFP
TO: 7145 W TIDWELL RD
RECEIVED
12/11/19 1031
HOUSTON TX 77092-2021
TX 770 9-40
UPS NEXT DAY AIR
TRACKING #: 1Z E3F 638 01 0899 3673
1
BILLING: P/P
ISH 13.00H 2ZP 450 17.5U 09/2019


ORIGIN ID:BFRA (812) 481-6940
LINDY GUNSELMAN
NATIONAL OFFICE FURNITURE
1610 ROYAL ST
JASPER, IN 47549
UNITED STATES US
SHIP DATE: 10DEC19
ACTWGT: 7.00 LB MAN
CAD: 0135254/CAFE3211
BILL SENDER
TO SOLICITATION NUMBER 19-18
REGION 4 ESC
7145 WEST TIDWELL ROAD
HOUSTON TX 77092
RECEIVED
12/10/19 955AM
(713) 462-7708
REF: REGION 4
FedEx
Express
TRK# 0201 1368 7298 8626
WED - 11 DEC 10:30A
PRIORITY OVERNIGHT
XH LKSA
77092
TX-US IAH
Part # 158434 EXP 02/19



ORIGIN ID:MLIA (563) 940-9703
MIKE PAAR

3211 JACK NORTHROP AVE

HAWTHORNE, CA 90250
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 3.10 LB
CAD: 6986103/SSF02021

BILL THIRD PARTY

TO REGION 4 ESC

7145 WEST TIDWELL RD

HOUSTON TX 77092

(000) 000-0000

INV:

PO:

REF:

DEPT:

FedEx Express

TRK# 0201 7787 0449 6693

TUE - 10 DEC 10:30A
PRIORITY OVERNIGHT

NH LKSA

DSR
77092
TX-US IAH



JASPER GROUP
(812) 482-5184
JASPER GROUP
225 CLAY ST
JASPER IN 47546-3306

7 LBS

1 OF 1

RECEIVED
12/9/19 11:30am

SHIP TO:
CONTRACTS DEPT
(713) 462-7708
REGION 4 /OMNIA
FURNITURE, INSTALLATION, AND RELATE
SOLICITATION# 19-18
7145 WEST TIDWELL
HOUSTON TX 77092-2096

TX 770 9-40

UPS NEXT DAY AIR

1

TRACKING #: 1Z 441 597 01 6465 5543

BILLING: P/P

Dept No.: JASPER GROUP

WS 22.0.15 LP2844 20.0A 10/

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding



MICHELLE ROSS
(704) 528-4506
LIAT FURNITURE
694 NORTH MAIN ST.
TROUTMAN NC 28166

6 LBS

1 OF 1

DWT: 12,12,4

SHIP TO:
REGION 4 ESC OFFICE
7145 TIDWELL ROAD
HOUSTON TX 77092-2021

RECEIVED
12/9/19 9:40am

TX 770 9-40

UPS 2ND DAY AIR

2

TRACKING #: 1Z 549 098 02 6536 0259

BILLING: P/P

WS 22.0.15 Zebra ZP 450 20.0A 10/2019

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

SHIP TO:
RFP 19 – 18
(713) 462 – 7708
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD
HOUSTON TX 77092
UNITED STATES

RECEIVED

TX 770 9 – 40

UPS EXPRESS

1

TRACKING #: 1Z EY2 562 66 5113 5969

BILLING: P/P
DESC: documents

EDI – DOC

WS 22.0.16 Zebra ZP 450 20.0A 10/2019

N ID:SSIA (800) 558-1010
FEELEY
70TH ST
UKEE, WI 53214
D STATES US

SHIP DATE: 10DEC1
ACTWGT: 7.10 LB
CAD: 6997913/SSFO

BILL THIRD PARTY

EGION 4 ESC
OLICITATION: 19 – 18
URNITURE, INSTALLATION & RELATED
145 WEST TIDWELL ROAD
HOUSTON TX 77092
) 000 – 0000 REF:

RECEIV

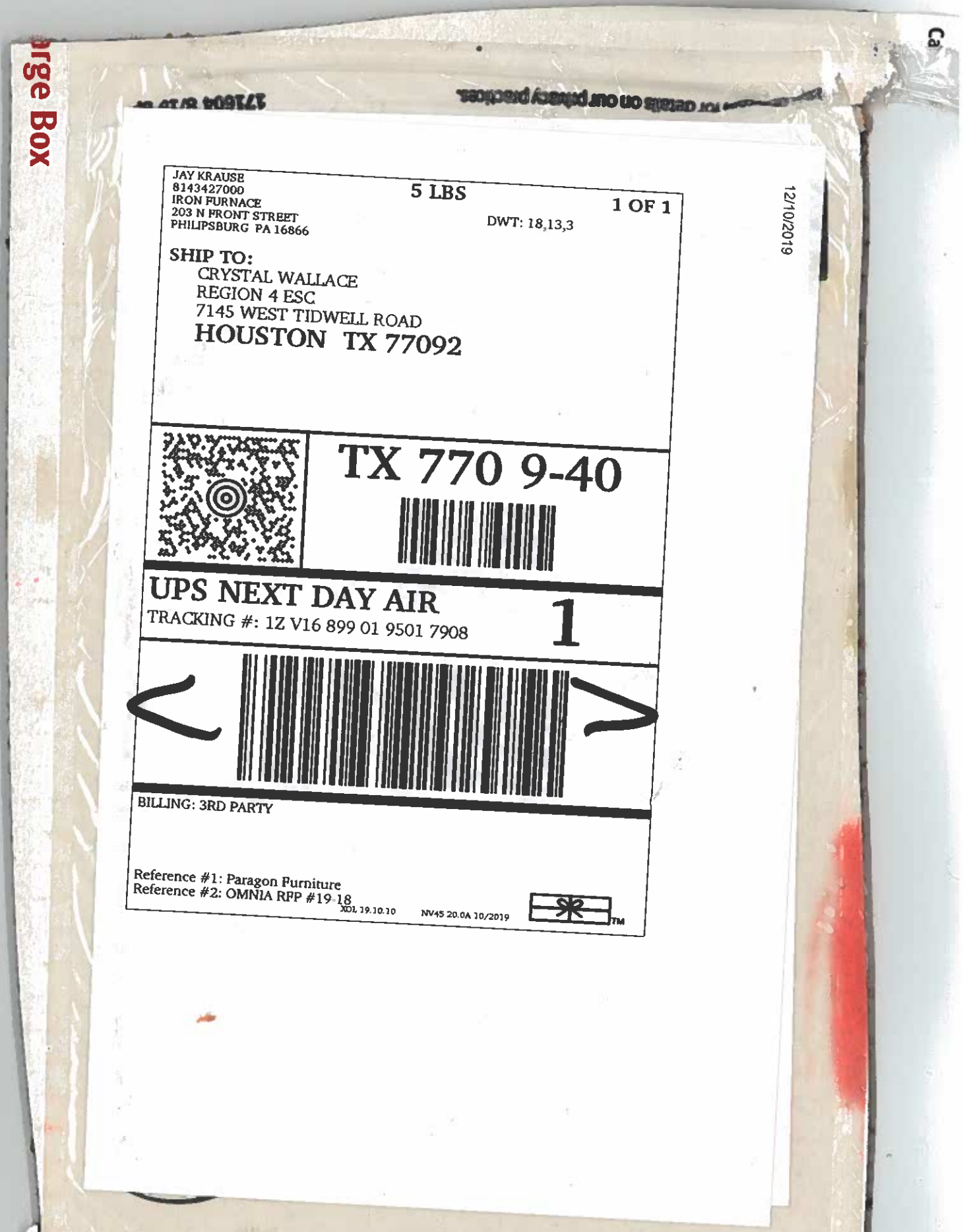
F

WED – 11 DEC
PRIORITY OVE

TRK# 0201 7787 8925 8446

AB LKSA

TX – L



JAY KRAUSE
8143427000
IRON FURNACE
203 N FRONT STREET
PHILIPSBURG PA 16866

5 LBS

1 OF 1

DWT: 18,13,3

SHIP TO:
CRYSTAL WALLACE
REGION 4 ESC
7145 WEST TIDWELL ROAD
HOUSTON TX 77092

TX 770 9-40

UPS NEXT DAY AIR

TRACKING #: 1Z V16 899 01 9501 7908

1

BILLING: 3RD PARTY

Reference #1: Paragon Furniture
Reference #2: OMNIA RFP #19-18

XOL 19.10.10 NV4S 20.0A 10/2019

12/10/2019

12/9/2019

DAMIAN BOLTON
9254013042
ELB US INC.
415 BOULDER COURT, SUITE 500
PLEASANTON CA 94566

2 LBS PAK 1 OF 1

DWT: 17,13,1

SHIP TO:
REGION 4 ED. SRVC. CTR
7145 WEST TIDWELL ROAD
HOUSTON TX 77092

RECEIVED
12/10/19 11:30 AM

TX 770 9-40

UPS NEXT DAY AIR SAVER **1P**
TRACKING #: 1Z 9E6 7X7 13 9947 6388

BILLING: P/P

Reference #1: Furniture, Inst, and Related Srvcs
Reference #2: Solicitation #19-18

XOL 19.10.10 NV45 20.0A 10/2019

9199130270 112
FURNITURELAB
103 WEST WEAVER STREET
CARRBORO NC 27510

5 LBS

DWT: 13,13,3

SHIP TO:
Region 4 ESC Office

RECEI

7145 W TIDWELL RD
HOUSTON TX 77092

TX 770 9-4

UPS NEXT DAY AIR EARLY **1**
TRACKING #: 1Z 493 5W1 15 9612 1761

BILLING: P/P

XOL 19.10.10 NV45 20.0A 10/2019



ORIGIN ID:AELA (763) 536-6788
SAFCO PRODUCTS CO
9300 WEST RESEARCH CENTER RD
NEW HOPE, MN 55428
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 8.80 LB
CAD: 6993661/SSFE2021
DIMS: 14x12x5 IN
BILL CREDIT CARD

TO REGION 4 ESC
BID SUBMISSION
7145 WEST TIDWELL

HOUSTON TX 77092
(000) 000-0000 REF:
INV:
PO: DEPT:

RECEIVED 12/11/19 7:47 AM

FedEx Express

TRK# 0201 7787 7717 2351

WED - 11 DEC 8:00A
FIRST OVERNIGHT

A1 LKSA

77092
TX-US IAH

ORIGIN ID:ORHA (800) 434-7400
AIS
AFFORDABLE INTERIOR SYSTEMS
25 TUCKER DRIVE
LEOMINSTER, MA 01453
UNITED STATES US

SHIP DATE: 06DEC19
ACTWGT: 3.00 LB
CAD: 107490303/INET4180
BILL SENDER

TO CRYSTAL WALLACE
REGION 4 ESC
7145 WEST TIDWELL ROAD

HOUSTON TX 77092
(713) 462-7708 REF: HELEN WOODS
INV:
PO: DEPT: BID & CONTRACT SPECIALIST

RECEIVED 12/9/19 10:23

FedEx Express

TRK# 0201 7771 7383 1823

MON - 09 DEC 10:3(
PRIORITY OVERNIGH

XH LKSA

7709
TX-US IAH

OFS BRANDS
1204 E 6TH ST • HUNTINGBURG, INDIANA 47542

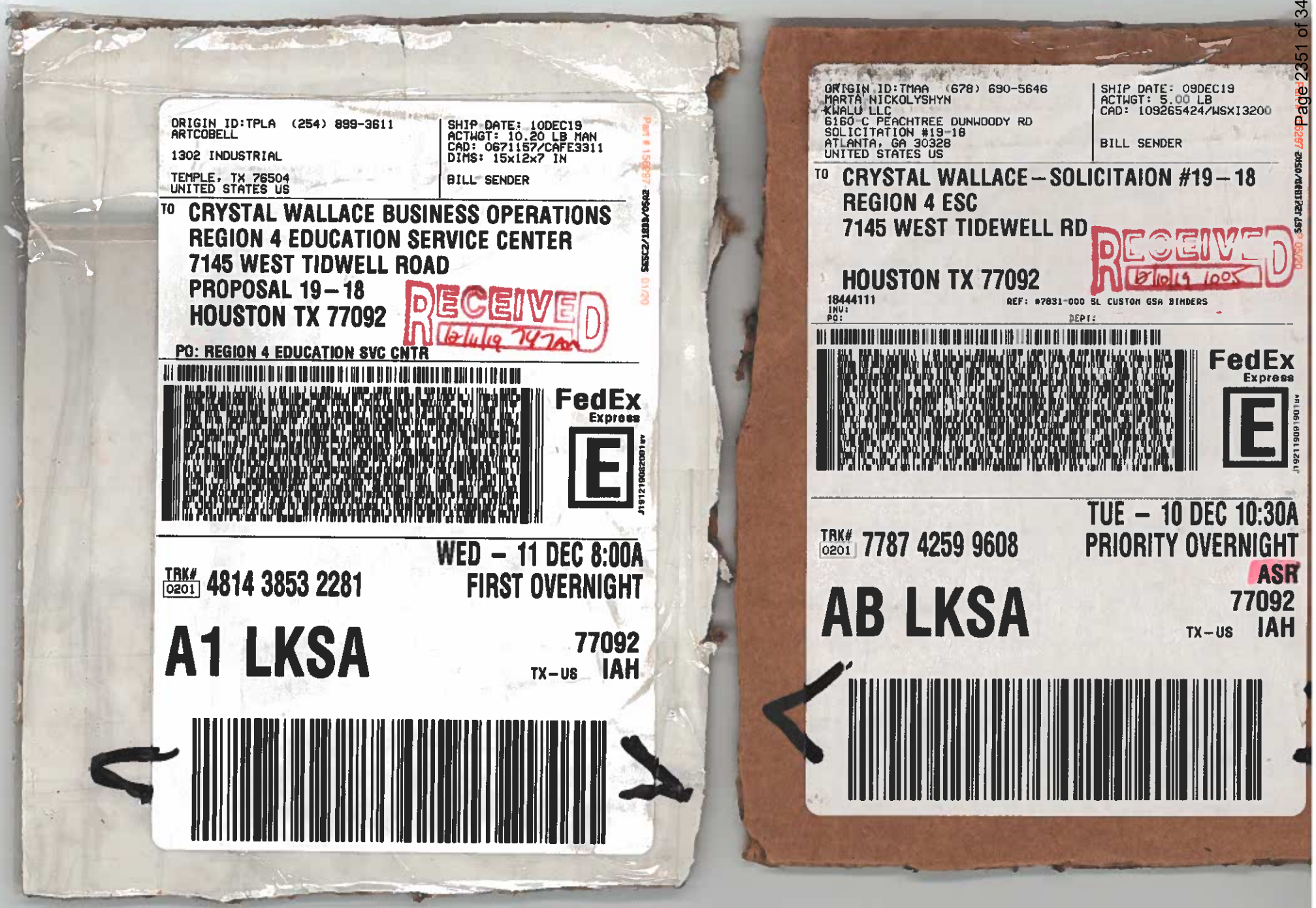
Region 4 ESC Solicitation 19-18
Furniture Installation &Related Service

Due Dec 11, 2019
Includes: Proprietary Electronic Version Inc.
Price Lists

OFS BRANDS
1204 E 6TH ST • HUNTINGBURG, INDIANA 47542

Region 4 ESC Solicitation 19-18
Furniture Installation &Related Service

Due Dec 11, 2019
Includes: Proprietary Electronic Version Inc.
Price Lists



ORIGIN ID:TPLA (254) 899-3611
ARTCOBELL
1302 INDUSTRIAL
TEMPLE, TX 76504
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 10.20 LB MAN
CAD: 0671157/CAFE3311
DIMS: 15x12x7 IN
BILL SENDER

TO CRYSTAL WALLACE BUSINESS OPERATIONS
REGION 4 EDUCATION SERVICE CENTER
7145 WEST TIDWELL ROAD
PROPOSAL 19-18
HOUSTON TX 77092

RECEIVED
12/11/19 7:47am

PO: REGION 4 EDUCATION SVC CNTR

FedEx Express

TRK# 0201 4814 3853 2281

WED - 11 DEC 8:00A
FIRST OVERNIGHT

A1 LKSA

77092
TX-US IAH

ORIGIN ID:TMAA (678) 690-5646
MARTA NICKOLYSHYN
KWALU LLC
6160-C PEACHTREE DUNWOODY RD
SOLICITATION #19-18
ATLANTA, GA 30328
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 5.00 LB
CAD: 109265424/WSXI3200

BILL SENDER

TO CRYSTAL WALLACE - SOLICITAION #19-18
REGION 4 ESC
7145 WEST TIDEWELL RD

RECEIVED
12/10/19 10:05

HOUSTON TX 77092

18444111
INV:
PO:
REF: #7831-000 SL CUSTOM GSA BINDERS
DEPT:

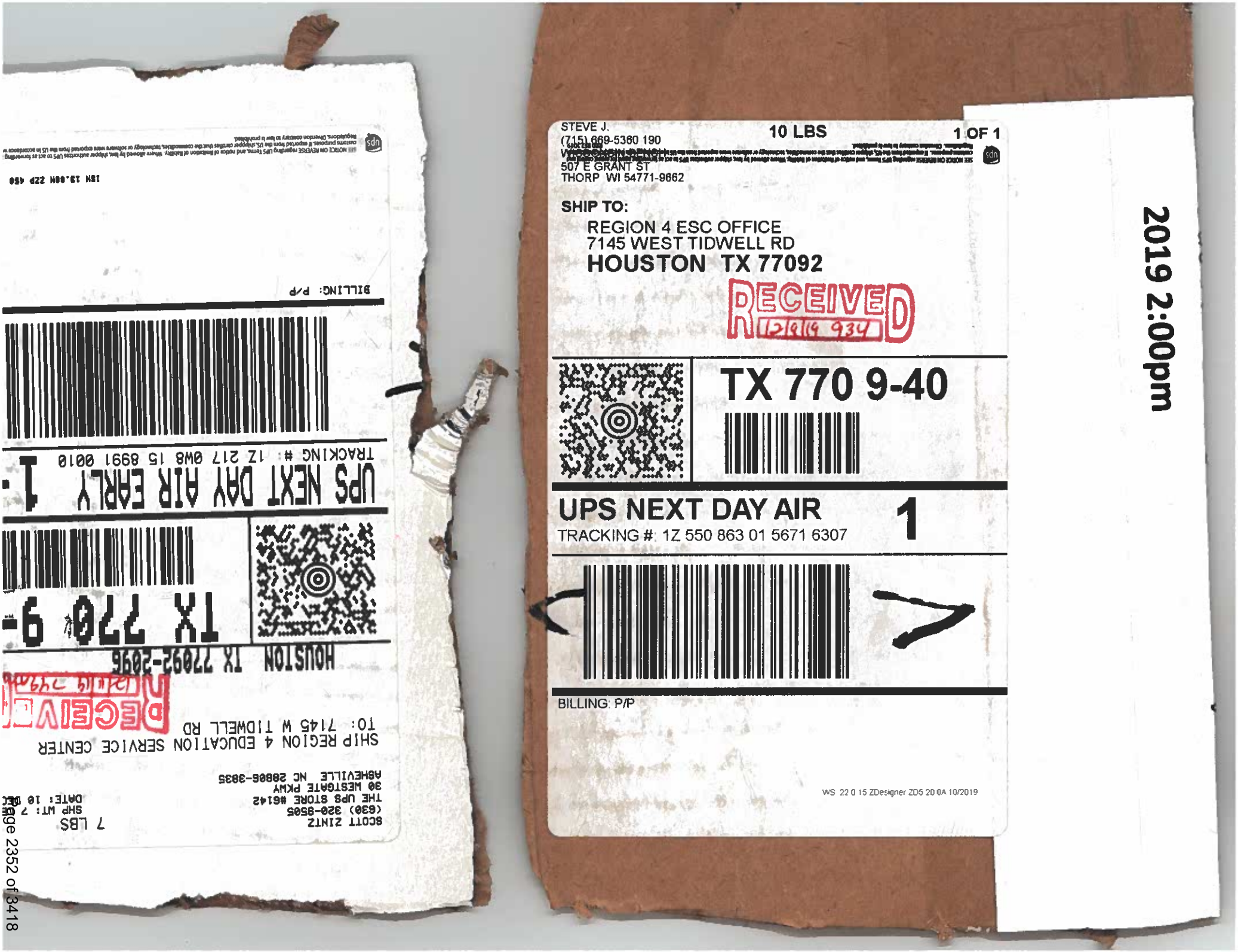
FedEx Express

TRK# 0201 7787 4259 9608

TUE - 10 DEC 10:30A
PRIORITY OVERNIGHT
ASR

AB LKSA

77092
TX-US IAH


STEVE J.
(715) 669-5360 190
507 E GRANT ST
THORP WI 54771-9662
10 LBS
1 OF 1
SHIP TO:
REGION 4 ESC OFFICE
7145 WEST TIDWELL RD
HOUSTON TX 77092
RECEIVED
12/9/19 934
TX 770 9-40
UPS NEXT DAY AIR
1
TRACKING #: 1Z 550 863 01 5671 6307
BILLING: P/P
WS 22.0.15 ZDesigner ZD5 20.0A 10/2019
2019 2:00pm
SCOTT ZINTZ
(630) 320-8505
THE UPS STORE #8142
30 WESTGATE PKWY
ASHEVILLE NC 28806-3835
7 LBS
SHP WT:
DATE: 10
SHIP REGION 4 EDUCATION SERVICE CENTER
TO: 7145 W TIDWELL RD
HOUSTON TX 77092-2096
TX 770 9-
UPS NEXT DAY AIR EARLY
TRACKING #: 1Z 217 0W8 15 8991 0010
BILLING: P/P



SPENCE BENEDICT
IRWIN SEATING COMPANY
3251 FRUITRIDGE NW
GRAND RAPIDS MI 49544

3 LBS

1 OF 1

DWT: 16,11,3

SHIP TO:
SEALED BID ENCLOSED #19-18
616-291-2550
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD
HOUSTON TX 77092-2021

RECEIVED
12/11/19 7:49 am

TX 770 9-40

UPS NEXT DAY AIR EARLY

TRACKING #: 1Z 457 061 15 9386 2110

1+

top of FedEx Express® shipping labo

ORIGIN ID:MLIA (563) 506-4677
WASSENHOVE
HON
200 OAK STREET

MUSCATINE, IA 52761
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 10.00 LB MAN
CAD: 0643337/CAFE3311

BILL SENDER

TO **REGION 4 ESC**

7145 WEST TIDWELL ROAD

HOUSTON TX 77092

RECEIVED 12/16/19 1005AM

REF: MAXON 104.9090

FedEx Express

E

TRK# 0201 **1183 5870 4702**

TUE – 10 DEC 10:30A
PRIORITY OVERNIGHT

XH LKSA

77092
TX-US **IAH**

Part # 56148-434 RIT EXP 11/19

TO **CRYSTAL WALLACE**
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD

HOUSTON TX 77092

(716) 665-2000 X 3772 REF: 10803
PO: JILLSHELTERS DEPT: CRM/CUSTOMER SERVICE

RECEIVED 12/16/19 9:47

ORIGIN ID:JHWA (716) 665-3772
JILL SHELTERS
BUSH INDUSTRIES
ONE MASON DRIVE

JAMESTOWN, NY 14701
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 8.49 LB MAN
CAD: 0803497/CAFE3311

BILL SENDER

FedEx Express

E

TRK# 0201 **1339 2990 2040**

WED – 11 DEC 10:30A
PRIORITY OVERNIGHT

XH LKSA

77092
TX-US **IAH**

Part # 156148-434 RIT2 11/12

top of FedEx Express® shipping labe

ORIGIN ID:MLIA (563) 506-4677
WASSENHOVE
HON
200 OAK STREET

MUSCATINE, IA 52761
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 10.00 LB MAN
CAD: 0643337/CAFE3311

BILL SENDER

TO **REGION 4 ESC**

7145 WEST TIDWELL ROAD

HOUSTON TX 77092

RECEIVED 12/16/19 1005AM

REF: MAXON 104.9090

FedEx Express

E

TRK# 0201 **1183 5870 4702**

TUE – 10 DEC 10:30A
PRIORITY OVERNIGHT

XH LKSA

77092
TX-US **IAH**

Part # 56148-434 RIT EXP 11/19

TO **CRYSTAL WALLACE**
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD

HOUSTON TX 77092

(716) 665-2000 X 3772
PO: JILLSHELTERS
REF: 10803
DEPT: CRM/CUSTOMER SERVICE

RECEIVED 12/11/19 9:47

ORIGIN ID:JHWA (716) 665-3772
JILL SHELTERS
BUSH INDUSTRIES
ONE MASON DRIVE

JAMESTOWN, NY 14701
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 8.49 LB MAN
CAD: 0803497/CAFE3311

BILL SENDER

FedEx Express

E

TRK# 0201 **1339 2990 2040**

WED – 11 DEC 10:30A
PRIORITY OVERNIGHT

XH LKSA

77092
TX-US **IAH**

Part # 156148-434 RIT2 11/12

top of FedEx Express® shipping labe

ORIGIN ID:MLIA (563) 506-4677
WASSENHOVE
HON
200 OAK STREET

MUSCATINE, IA 52761
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 10.00 LB MAN
CAD: 0643337/CAFE3311

BILL SENDER

TO **REGION 4 ESC**

7145 WEST TIDWELL ROAD

HOUSTON TX 77092

RECEIVED 12/16/19 1005AM

REF: MAXON 104.9090

FedEx Express

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TRK# 0201 **1183 5870 4702**

TUE – 10 DEC 10:30A
PRIORITY OVERNIGHT

XH LKSA

77092
TX-US **IAH**

Part # 56148-434 RIT EXP 11/19

TO **CRYSTAL WALLACE**
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD

HOUSTON TX 77092

(716) 665-2000 X 3772
PO: JILLSHELTERS
REF: 10803
DEPT: CRM/CUSTOMER SERVICE

RECEIVED 12/16/19 9:47

FedEx Express

E

TRK# 0201 **1339 2990 2040**

WED – 11 DEC 10:30A
PRIORITY OVERNIGHT

XH LKSA

77092
TX-US **IAH**

Part # 156148-434 RIT2 11/12

ORIGIN ID:JHWA (716) 665-3772
JILL SHELTERS
BUSH INDUSTRIES
ONE MASON DRIVE

JAMESTOWN, NY 14701
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 8.49 LB MAN
CAD: 0803497/CAFE3311

BILL SENDER

Part # 56148-43... RIT EXP 07/20 ...

ORIGIN ID:MLIA (563) 506-4677
WASSENHOVE
ALLSTEEL
2210 2ND AVE
MUSCATINE, IA 52761
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 4.65 LB
CAD: 0842588/CAFE3211

BILL SENDER

TO REGION 4 ESC OFFICE
RFP#19-18 DUE 12-11-19 2PM CST
7145 WEST TIDWELL RD
HOUSTON TX 77092
(713) 744-6835
REF: ANNA MILLER

RECEIVED
Detroit 100Sac

551C2/1839/104C

FedEx Express

J1811180605018ev

TRK# 0201 1183 4559 8652

TUE - 10 DEC 10:30A
PRIORITY OVERNIGHT

77092
IAH
TX-US

NH LKSA

FedEx® shipping label here.

Medium Box

FedEx Tracking Number 8142 2921 1223

Form ID No. 0200

Recipient's Copy

Phone 800 543-0550

Dept./Floor/Suite/Room

State OH ZIP 45036

RECEIVED
Detroit 100Sac

Phone

Tidwell Rd

Dept./Floor/Suite/Room

our shipping address.

State TX ZIP 77092

4 Express Package Service * To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., use the FedEx Express Freight US Airbill.

Next Business Day	2 or 3 Business Days
☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
☒ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.	☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

☐ FedEx Envelope* ☐ FedEx Pak* ☒ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required — Package may be left without obtaining a signature for delivery.
☐ Direct Signature — Someone at recipient's address may sign for delivery.
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?
One box must be checked.
☐ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice Dry Ice, 9, UN 1845 ____ x ____ kg
Restrictions apply for dangerous goods — see the current FedEx Service Guide. ☐ Cargo Aircraft Only

☐ Hold Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight.
☐ Hold Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

7 Payment Bill to:

☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check
Enter FedEx Acct. No. or Credit Card No. below.
☐ Obtain recip. Acct. No.

fedex.com 1.800.GoFedEx 1.800.463.3339



ORIGIN ID:GRRA (616) 510-0578
BRANDON JOSEPH REAME
Enwork
7151 W CHIPPEWA DR SE
GRAND RAPIDS, MI 49506
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 6.00 LB
CAD: 6994186/SSFE2021

BILL CREDIT CARD

TO
REGION 4 ESC OFFICE
7145 W TIDWELL RD
RFP 19-18
HOUSTON TX 77092
(713) 744-6835
INV:
PO:
REF:
DEPT:

RECEIVED

FedEx Express

TRK# 0201 7787 9189 3514

WED - 11 DEC 10:30A
PRIORITY OVERNIGHT
DSR

NH LKSA

77092
TX-US IAH



ORIGIN ID:GRBA (920) 468-8100
MAILROOM
KRUEGER INTERNATIONAL
1687 WESTMINSTER DRIVE
GATE 3
GREEN BAY, WI 54302
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 4.25 LB MAN
CAD: 0805898/CAFE3311

BILL SENDER

TO CRYSTAL WALLACE
REGION 4
7145 WEST TIDWELL ROAD
HOUSTON TX 770922021
(713) 462-7708
PO: MR179720
REF: 00867000 79500JOAN PHILBECK
DEPT: 00867000 79500

RECEIVED

FedEx Express

TRK# 0201 1349 3357 4069

WED - 11 DEC 10:30A
PRIORITY OVERNIGHT

NH LKSA

77092
TX-US IAH

Pull to open.



ORIGIN ID:BFRA (812) 482-5727
JEFF SANDERS
INDIANA FURNITURE INDUSTRIES
1224 MILL ST

JASPER, IN 47546
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 5.55 LB
CAD: 0184372/CAFE3211

BILL SENDER

TO

REGION 4 ESC
7145 W TIDWELL RD

HOUSTON TX 77092

RECEIVED
12/10/19 10:05AM

DEPT: CUSTOMER SERVICE

FedEx Express

TRK# 0201 4751 3230 0006

TUE - 10 DEC 10:30A
PRIORITY OVERNIGHT

NH LKSA

77092
TX-US IAH

Part # 156148-434 RI72 EXP 12/19



LANIE HART
3523737516
METEOR EDUCATION
690 NE 23RD AVE
GAINESVILLE FL 32609

10 LBS

1 OF 1

RECEIVED
12/10/19 10:05AM

SHIP TO:
CRYSTAL WALLACE
7134627708
REGION 4 EDUCATION SERVICE CENTER
7145 WEST TIDWELL ROAD
HOUSTON TX 77092

TX 770 9-40

UPS NEXT DAY AIR

TRACKING #: 1Z RV5 605 01 1071 6126

1

BILLING: P/P

RFP #19-18
RFP 19-18 for Furniture, Installation, and Related Services
Due: 12/11/19 at 2:00 p.m.

DUBRAVKA MILINKOVIC
4162465540 5557
SPEC FURNITURE
165 CITY VIEW DR
TORONTO ON M9W5B1
CANADA

3 LBS

1 OF 1

SHP#: 6907 W9VH 4DL
SHP WT: 3 LBS
SHP DWT: 3 LBS
DATE: 09 DEC 2019

SHIP TO:
CRYSTAL WALLACE
4162465540
REGION 4 ESC
7145 WEST TIDWELL ROAD
HOUSTON TX 77092
UNITED STATES

RECEIVED 12/10/19 7:08 A

TX 770 9-40

UPS EXPRESS EARLY 1+
TRACKING #: 1Z 690 7W9 G1 9773 1272

BILLING: P/P
SIGNATURE REQUIRED
DESC: Documents

EDI-DOC

Reference # 1: US MARKETING
Reference # 3: BCB International (US553) to Clear

CS 21.5.48. WNINV50 20.0A 10/2019

RT LONDON
616-551-4601
R T LONDON COMPANY
1642 BROADWAY NW
GRAND RAPIDS MI 49504

2 LBS

1 OF 1

DWT: 18,13,3

SHIP TO:
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD
HOUSTON TX 77092-2021

RECEIVED 12/11/19 10:31

TX 770 9-40

UPS 2ND DAY AIR A.M. 2A
TRACKING #: 1Z 604 69W 07 9412 9088

BILLING: P/P

Reference # 1: Solicitation Number 19-18

CS 21.5.48. WNINV50 20.0A 10/2019



JEFF KRAUSS
(856) 552-5670
TEKNION - SALES
350 FELLOWSHIP ROAD
MOUNT LAUREL NJ 08054

7 LBS

1 OF 1

DWT: 13,13.6

SHIP TO:

CRYSTAL WALLACE
(713) 462-7708
REGION 4 ESC OFFICE
7145 WEST TIDWELL ROAD
HOUSTON TX 77092

RECEIVED
12/16/19 10374

TX 770 9-40

UPS NEXT DAY AIR 1

TRACKING #: 1Z 17E 4V9 01 4948 3692

BILLING: P/P

REF 1:LYNN CLARK
REF 2:RFP RESPONSE - REGION 4/OMNIA PARTN

WS 22 0 17 LD6300 20 0A 10/2019

SEE NOTICE ON REVERSE regarding UPS liens, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
RSD 0F2 0919

ORIGIN ID:DUFA (336) 822-8249
JAMIE REED

1264 JACKSON LAKE ROAD

HIGH POINT, NC 27263
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 12.00 LB
CAD: 114312526/INET4160
DIMS: 15x13x11 IN

BILL SENDER

TO CRYSTAL WALLACE
REGION 4 EDUCATION SERVICE CENTER
7145 WEST TIDWELL ROAD

HOUSTON TX 77092
(866) 637-9328 X 8129 REF:
INV:
PO: DEPT:

RECEIVED 12/11/19 955AM

567J2/18DD/05A2

FedEx. Express

E

TUE - 10 DEC 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7771 8601 4943

NH LKSA

77092
TX-US IAH

O:
SOLICITATION # 19 - 18
GION 4 EDUCATION SERVICE CENTER
CS
RNITURE. INSTALLATION & RELATED
15 WEST TIDWELL ROAD
OUSTON TX 77092

se Order Number: n/a
rder Number: n/a

UPS 2ND DAY AIR A.M.
TRACKING #: 1Z 5A6 E83 07 5827 4308

2A

BILLING: P/P

RECEIVED 12/9/19 934AM

WS 22.0.17 Brother HL-L2 20.0A 10/2019

FedEx Ship Manager - Print Your Label(s)

ORIGIN ID:LGBA (714) 995-4800
ZAURE YOS

6415 KATELLA AVE

CYPRESS, CA 90630
UNITED STATES US

SHIP DATE: 06DEC19
ACTWGT: 3.00 LB
CAD: 108483947/INET4160

BILL SENDER

TO CRYSTAL WALLACE
REGION 4 ESC
7145 WEST TIDWELL ROAD

RECEIVED
12/9/19 10:23am

HOUSTON TX 77092
(714) 995-4800 REF: REGION 4 ESC
INV:
PO: DEPT: 710

567.J2/18D0A5A2

FedEx Express

MON - 09 DEC 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7771 7190 5940

77092
IAH
TX-US

SF LKSA

6

ORIGIN ID:SATA (210) 648-2095
CUSTOMER SERVICE
CLEAR DESIGN
12626 SILICON DRIVE

SAN ANTONIO, TX 78249
UNITED STATES US

SHIP DATE: 10DEC19
ACTWGT: 4.00 LB
CAD: 101909526/INET4160

BILL SENDER

TO EDUCATION SERVICE CENTER
REGION 4
7145 WEST TIDWELL ROAD

RECEIVED
12/11/19 9:25

HOUSTON TX 77092
(210) 648-2095 X 1052 REF: 29543
INV:
PO: DEPT:

567.J2/18D0A5A2

FedEx Express

WED - 11 DEC 3:00P
STANDARD OVERNIGHT

TRK# 0201 7772 0493 3589

77092
IAH
TX-US

AB LKSA

TELEPHONE

RECEIVED 12/19/05

UPS Next Day Air®

1

DELIVERY TO

TELEPHONE

J462 091 4776

J462 091 4776

TRACKING NUMBER

DELIVERY

DATE OF SHIPMENT

/ /

010191120CS 6/14 RRD

United Parcel Service, Louisville, KY

Align top of FedEx Express® shipping label here

ORIGIN ID:MLIA (563) 506-4677
WASSENHOVE
HON
200 OAK STREET
MUSCATINE, IA 52761
UNITED STATES US

SHIP DATE: 09DEC19
ACTWGT: 6.00 LB
CAD: 0643337/CAFE3311

BILL SENDER

TO CRYSTAL WALLACE
REGION 4 ESC
7145 WEST TIDWELL ROAD
HOUSTON TX 77092

REF: ALICIA PAYNE

RECEIVED 12/19/2005

FedEx Express

E

J191219082001ev

565C2/18DB/05A2

TRK# 0201 1183 5870 4698

TUE - 10 DEC 10:30A
PRIORITY OVERNIGHT

TX-US IAH

Part # 6148-43-... EXP 11/19

Solicitation Number 19-18

Due Date: 12/11/2019

Time: 2:00 PM CST

RECEIVED
12/11/19 10AM

From: Ryan McAuliffe

Metalworks Inc. d.b.a. Great Openings

902 East 4th Street

Ludington, MI. 49431

From: Uri Salzman
Company: NPS Public Furniture Corp
Address: 149 Entin Road
City, State, Zip: Clifton, NJ 07014
Solicitation Name and Number: Furniture, Installation, and Related Services #19-18
Due Date and Time: December 11, 2019, 2:00pm

RECEIVED
12/11/19 10AM

https://www.campusship.ups.com/cship/create?ActionOriginPair=default___PrintWindowPage&key=labelWindow&type=html&loc=en_US&instr=A&do... 1/1

AMY REMY
4195891609
SCHOOL SPECIALTY/MANSFIELD
100 PARAGON PKWY
MANSFIELD OH 44903

8 LBS

1 OF 1

DWT: 18,13,3

RECEIVED
12/11/19 7:49 am

SHIP TO:
OFFICE
7134627708
REGION 4 ESC
7145 WEST TIDWELL ROAD
HOUSTON TX 77092-2021

TX 770 9-40

UPS NEXT DAY AIR EARLY **1+**

TRACKING #: 1Z 315 0W0 15 9536 6667

BILLING: P/P

G L Code: 80-041-4230-7610

CS 21.5.48. WNINV50 20.0A 10/2019

DocuSign Envelope ID: 91974B2A-6765-4335-9FC5-88A7F5F29725

Request for Contract Update

Pursuant to the terms of contract number R191803 for Furniture and Installation, Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Exemplis LLC hereby provides notice of the following update on this date: June 17, 2022.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____ Addition
_____ Deletion
_____ Supporting Documentation

☐ **Products/Services**
_____ New Addition
_____Update Only
_____ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

X Price Update
_____ Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** Freight Cost Adjustment
_____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Exemplis LLC is submitting our April 11, 2022 SitOnIt Seating (Consolidated) Price Book for approval. See the attached letter. We would like to update the OMNIA Contract to April 11, 2022 Pricing on September 1, 2022.

Submitted By: Derek Cairo

Title: Contract Manager

Email Address: dcairo@exemplis.com

☐ **Approved by Email:** **Date** 6/22/2022 | 3:10 PM CDT

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 91974B2A-6765-4335-9FC5-88A7F5F29725

Exemplis

Exemplis LLC
6415 Katella Avenue
Cypress, CA 90630
Phone: 714-995-4800
Fax: 714-995-4855

April 11, 2022

Re: Price Increase Request

To Whom It May Concern:

Please let this Letter serve as Exemplis LLC's notification to update our Contract as follows:

- Update Products and Pricing as stated in our new April 11, 2022 SitOnIt Seating Price Book.

On average, the price book adjustment will amount to a 5% weighted-average price increase for the SitOnIt Seating Products. While we are optimistic for recovery in the year ahead, the nation continues to feel pressure from shifts in the economic environment. Global markets continue to feel intense pressure from dramatic increases in commodity (such as resin, steel, foam, plywood, fabric and corrugated packaging), freight and labor costs- up to 160% in some cases. As a result, most manufacturers have implemented multiple price increases this year in an effort to combat these steadily increasing costs. Although we are constantly innovating to drive efficiencies and control costs, we have no choice but to offset a portion of these increases with a price adjustment.

Effective April 11, 2022, our prices are adjusted for SitOnIt Seating products. Since our last price increase, our major competitors have taken price increases averaging 10.9% to cover increased operating and commodity costs. Our plastic components supplier increased their pricing by an average of 20% on April 1, 2022. Our aluminum die-casting supplier increased their pricing by 5% on March 24, 2022. Our office furniture components supplier increased their pricing by 10% on January 24, 2022. Our freight forwards have also increased their pricing due to our economic condition:

- Freight forwarder insurance rates increased over 12%
- Toll prices have increased an average of 16%
- Dramatic escalation in fuel costs
- Trailer rental pricing has escalated by over 20%
- Due to labor storage, salaries had to be increased to attract talent

I attached examples of supporting documentation for commodity price increases/logistics price increases stated in this Letter. We have avoided raising our prices for as long as possible; however, we feel that we must take action at this time to partially cover higher costs.

Exemplis LLC notified our Dealers and customers of the new Price Book that went into effect commercially on April 11, 2022.

Please let me know if you have any questions or concerns.

Sincerely,

Derek A. Cairo, JD
Manager, Contracts
Exemplis LLC
Phone: 714-995-4800
Fax: 714-995-4855
Email: dcairo@exemplis.com

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

DocuSign Envelope ID: 8EDF6569-89D8-4EA7-A1FF-16EF69CA24F5

Request for Contract Update

Pursuant to the terms of contract number R191803 for Furniture and Installation, Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Exemplis LLC hereby provides notice of the following update on this date: November 11, 2022.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____ Addition
_____ Deletion
_____ Supporting Documentation

☐ **Products/Services**
_____ New Addition
_____Update Only
_____ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

X Price Update
__X___ Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** Freight Cost Adjustment
_____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Exemplis LLC is submitting our October 17, 2022 SitOnIt Seating Price Book for approval. See the attached letter. We would like to update Contract R191803 to October 17, 2022 Pricing on January 1, 2023.

Submitted By: Derek Cairo

Title: Contract Manager

Email Address: dcairo@exemplis.com

☐ **Approved by Email: Date** 11/14/2022 | 12:31 PM CST

☐ **Denied by Email: Date**_____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

DocuSign Envelope ID: 8EDF6569-89D8-4EA7-A1FF-16EF69CA24F5

Exemplis

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

October 17, 2022

Re: Price Increase Request

Dear Mr. Zingelmann,

Please let this Letter serve as Exemplis LLC's notification to update our Contract as follows:

- Update Products and Pricing as stated in our new October 17, 2022 SitOnIt Seating Price Book.

On average, the price book adjustment will amount to a 6% weighted-average price increase for the SitOnIt Seating Products. While we are optimistic for recovery in the year ahead, the nation continues to feel pressure from shifts in the economic environment. Global markets continue to feel intense pressure from dramatic increases in commodity (such as resin, steel, foam, plywood, fabric and corrugated packaging), freight and labor costs- up to 160% in some cases. As a result, most manufacturers have implemented multiple price increases this year in an effort to combat these steadily increasing costs. Although we are constantly innovating to drive efficiencies and control costs, we have no choice but to offset a portion of these increases with a price adjustment.

Effective October 17, 2022, our prices are adjusted for SitOnIt Seating products. Since our last price increase, our major competitors have taken price increases averaging 12.3% to cover increased operating and commodity costs. Our plastic components supplier increased their pricing by an average of 24% on April 1, 2022. Our aluminum die-casting supplier increased their pricing by 5% on March 24, 2022. Our office furniture components supplier increased their pricing by 5% on June 1, 2022. I attached examples of supporting documentation for commodity price increases stated in this paragraph. We have avoided raising our prices for as long as possible; however, we feel that we must take action at this time to partially cover higher costs.

Exemplis LLC notified our Dealers and customers of the new Price Book that went into effect commercially on October 17, 2022.

SitOnIt Seating Price Increase Per Product:

Product	% Increase
Hexy	9.6%
Focus 2.0	5.9%
Vectra	3.8%
Novo	7.2%
Amplify Uph	6.6%
Amplify Mesh	4.2%
Wit	7.9%
Torsa	7.6%
Focus	1.7%
TR2	7.4%
ReAlign	8.0%
Sona	9.5%

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com

DocuSign Envelope ID: 8EDF6569-89D8-4EA7-A1FF-16EF69CA24F5

Exemplis

Knack	8.0%
Non Stop	6.6%
Ioniq	7.9%
Mavic	7.4%
Kickstand	9.8%
Prava	8.6%
Glove	7.3%
Movi	7.4%
Wit Side	5.4%
Focus Side	7.6%
Freelance	2.2%
Achieve	7.0%
Orbix	5.7%
Sprout	11.4%
Baja	6.3%
Qwiz	5.7%
Mika	5.9%
Rio	7.9%
Lumin	0.0%
Inflex	1.1%
OnCall	2.8%
Anytime	6.0%
Rowdy	3.1%
Relay Nester	5.3%
Relay	5.9%
Envoi	7.5%
Gobi	9.5%
Cameo	7.9%
Pasea	9.7%
Nano	8.0%
Aviera Guest	4.4%
Aviera Hip Chair	4.4%
Aviera Patient	4.4%
Aviera Freespan 2-Seat	4.4%
Aviera Freespan 3-Seat	4.4%
Aviera Preconfigured 2-Seat	4.4%
Aviera Preconfigured 3-Seat	4.4%
Aviera Start	4.4%
Aviera Center/End	4.4%

6415 Katella Avenue
Suite 200
Cypress, CA 90630

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Laptop Products	7.0%
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Pencil Storage	7.0%
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Please let me know if you have any questions or concerns.

Sincerely,

Derek A. Cairo, JD
Manager, Contracts
Exemplis LLC
Phone: 714-995-4800
Email: dcairo@exemplis.com

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Suite 200
Cypress, CA 90630

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April 1, 2022

Sent via email and U.S. mail.

Javier Huerta
Exemplis
6484 Commerce Dr.
Cypress, CA 90630

Subject: Westfall Updated Pricing

Dear Javier:

Our mission is to provide you, our customer, with competitive manufacturing solution in plastics and we are committed to honest and transparent pricing with our customers. We continue to drive cost savings initiative to offset the major market changes over the last year.

However, over the last few months, we have been faced with extreme inflation in energy charges, freight charges and continued labor rate pressures. We also continue to see resin suppliers increase both pricing and minimum order quantities (MOQ) as they drive allocations and force majeure constraints.

As a result of that review, we are (i) requiring that all VMI terms are no longer in place as of now for Category "B" and "C" products while also (ii) increasing the prices of certain products. Those prices are set forth on Exhibit A, and take effect immediately.

We have of course tried everything we can to avoid a price increase, but unfortunately not to do so would directly affect our ability to trade. We would like to apologize in advance for any problems that the price increase may cause.

We, at Westfall, very much appreciate your business.

Sincerely,

Kevin White

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Exhibit A

Pricing effective April 1, 2022

Component	Description	Current Price	New Price
22-002224	ADJ LUMBAR KIT - FOCUS HIGH	$ 2.5462	$ 3.0757
22-002225	ADJ LUMBAR KIT - FOCUS MID	$ 2.6498	$ 3.1122
22-002537	HIGH BACK BLACK	$ 4.7761	$ 5.9736
22-002537-01	HIGH BACK FOG	$ 5.0234	$ 6.8142
22-002537-02	HIGH BACK WHITE	$ 5.0668	$ 6.6671
22-002571	HT T-MECH YOKE SPACER	$ 0.4363	$ 0.5691
22-002697	MID BACK BLACK	$ 4.6090	$ 5.4780
22-002697-01	MID BACK FOG	$ 5.1364	$ 6.1369
22-002697-02	MID BACK WHITE	$ 5.2424	$ 6.1750
22-002698	WIT LUMBAR SUPPORT	$ 1.3222	$ 1.5679
22-002796	HT 3 PC LUMBAR CENTER PIECE	$ 1.3750	$ 1.6951
22-002796-01	LUMBAR CENTER IN FOG	$ 1.9542	$ 2.0491
22-004178	FOCUS MIDBACK, OUTER	$ 5.8735	$ 7.3031
22-004179	FOCUS MIDBACK, INNER RING	$ 1.8021	$ 2.7676
22-004243	LUMBAR CAP V2, NOVO BLK	$ 0.0627	$ 0.0932
22-004243-01	LUMBAR CAP V2, NOVO FOG	$ 0.0807	$ 0.0986
22-004243-02	LUMBAR CAP V2, NOVO WHT	$ 0.0923	$ 0.0987
22-004243-03	LUMBAR CAP V2, NOVO NICKEL	$ 0.1141	$ 0.1185
22-004243-04	LUMBAR CAP V2, NOVO DESERT	$ 0.1125	$ 0.2218
22-004243-05	LUMBAR CAP V2, NOVO ELECTRIC BLUE	$ 0.1114	$ 0.2128

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22-004243-06	LUMBAR CAP V2, NOVO FIRE	$ 0.1125	$ 0.2218
22-004243-07	LUMBAR CAP V2, NOVO GRAPE	$ 0.1146	$ 0.2218
22-004243-08	LUMBAR CAP V2, NOVO LEMON	$ 0.1146	$ 0.2218
22-004243-09	LUMBAR CAP V2, NOVO TANGERINE	$ 0.1177	$ 0.2128
22-004243-10	LUMBAR CAP V2, NOVO OCEAN	$ 0.1178	$ 0.2218
22-004243-11	LUMBAR CAP V2, NOVO AQUA	$ 0.1103	$ 0.2218
22-004243-12	LUMBAR CAP V2, NOVO APPLE	$ 0.1114	$ 0.2218
22-004708	WIDTH ADJUSTMENT TRACK VER 2 AMPLIF	$ 0.6502	$ 0.7897
22-004870	LUMBAR MOUNT V2, BLK, NOVO	$ 0.0934	$ 0.1143
22-004870-01	LUMBAR MOUNT V2, FOG, NOVO	$ 0.0920	$ 0.1123
22-004870-02	LUMBAR MOUNT V2, WHITE, NOVO	$ 0.0920	$ 0.1030
22-004872	LUMBAR CLIP V2, BLK NOVO	$ 0.0443	$ 0.0500
22-005302	SPACER, HA&MA ARM, PRAVA	$ 0.4369	$ 0.5582
22-005332-01	FR LUMBAR V2, ASSY FOG NOVO	$ 3.6450	$ 4.9151
22-005332-02	FR LUMBAR V2, ASSY WHITE NOVO	$ 3.5899	$ 5.8443
22-005618-01	ARM BUTTON ONYX	$ 0.0680	$ 0.1033
22-005618-02	ARM BUTTON NICKEL	$ 0.0950	$ 0.1066
22-005618-03	ARM BUTTON DESERT	$ 0.0950	$ 0.2830
22-005618-04	ARM BUTTON FOG	$ 0.0740	$ 0.0951
22-005618-05	ARM BUTTON ELECTRIC BLUE	$ 0.0500	$ 0.1043
22-005618-06	ARM BUTTON FIRE	$ 0.0980	$ 0.1176
22-005618-08	ARM BUTTON LEMON	$ 0.1050	$ 0.1935

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22-005618-09	ARM BUTTON TANGERINE	$ 0.0940	$ 0.1792
22-005618-12	ARM BUTTON APPLE	$ 0.0970	$ 0.4270
22-005618-13	ARM BUTTON WHITE	$ 0.0680	$ 0.1042
22-005618-14	ARM BUTTON GRAPHITE	$ 0.0740	$ 0.1010
22-005618-15	ARM BUTTON NAVY	$ 0.0980	$ 0.1154
22-005677-02	CASTER ACCENT RING NICKEL	$ 0.0380	$ 0.0571
22-005677-03	CASTER ACCENT RING DESERT	$ 0.0380	$ 0.0579
22-005677-04	CASTER ACCENT RING FOG	$ 0.0380	$ 0.0561
22-005677-05	CASTER ACCENT RING ELECTRIC BLUE	$ 0.0380	$ 0.0577
22-005677-06	CASTER ACCENT RING FIRE	$ 0.0380	$ 0.0583
22-005677-08	CASTER ACCENT RING LEMON	$ 0.0380	$ 0.0704
22-005677-09	CASTER ACCENT RING TANGERINE	$ 0.0390	$ 0.0609
22-005677-10	CASTER ACCENT RING OCEAN	$ 0.0380	$ 0.0577
22-005677-12	CASTER ACCENT RING APPLE	$ 0.0390	$ 0.0589
22-005677-13	CASTER ACCENT RING WHITE	$ 0.0380	$ 0.0587
22-005677-14	CASTER ACCENT RING GRAPHITE	$ 0.0380	$ 0.0579
22-005677-15	CASTER ACCENT RING NAVY	$ 0.0380	$ 0.0566
22-005677-16	CASTER ACCENT RING PLATINUM	$ 0.0380	$ 0.0566
22-008255	BACK COLOR ACCENT, ONYX	$ 0.2715	$ 0.3325
22-008255-02	BACK COLOR ACCENT, NICKEL	$ 0.3202	$ 0.3942
22-008255-03	BACK COLOR ACCENT, DESERT	$ 0.3192	$ 0.5128
22-008255-04	BACK COLOR ACCENT, FOG	$ 0.3171	$ 0.3867

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22-008255-05	BACK COLOR ACCENT, ELECTRIC BLUE	$ 0.3170	$ 0.4386
22-008255-06	BACK COLOR ACCENT, FIRE	$ 0.3446	$ 0.5224
22-008255-09	BACK COLOR ACCENT, TANGERINE	$ 0.3245	$ 0.5208
22-008255-10	BACK COLOR ACCENT, OCEAN	$ 0.3181	$ 0.5087
22-008255-12	BACK COLOR ACCENT, APPLE	$ 0.3382	$ 0.5349
22-008255-13	BACK COLOR ACCENT, WHITE	$ 0.3011	$ 0.4026
22-008255-14	BACK COLOR ACCENT, GRAPHITE	$ 0.3075	$ 0.5140
22-008255-15	BACK COLOR ACCENT, NAVY	$ 0.3075	$ 0.4157
22-008256	OUTER BACK, HIGH BLACK	$ 6.2203	$ 7.0904
22-008256-01	OUTER BACK, HIGH, FOG	$ 6.0903	$ 6.4058
22-008256-02	OUTER BACK, HIGH, WHITE	$ 6.1800	$ 6.5363
22-008266-03	LUMBAR ACCENT, LH DESERT	$ 0.1379	$ 0.1687
22-008266-05	LUMBAR ACCENT, LH ELECTRIC BLUE	$ 0.1338	$ 0.1396
22-008266-06	LUMBAR ACCENT, LH FIRE	$ 0.1432	$ 0.1708
22-008266-12	LUMBAR ACCENT, LH APPLE	$ 0.1390	$ 0.1451
22-008266-14	LUMBAR ACCENT, LH GRAPHITE	$ 0.1347	$ 0.1690
22-008267-02	LUMBAR ACCENT, RH NICKEL	$ 0.1273	$ 0.1387
22-008267-03	LUMBAR ACCENT, RH DESERT	$ 0.1379	$ 0.1687
22-008267-06	LUMBAR ACCENT, RH FIRE	$ 0.1368	$ 0.1708
22-008267-12	LUMBAR ACCENT, RH APPLE	$ 0.1368	$ 0.1451
22-008267-14	LUMBAR ACCENT, RH GRAPHITE	$ 0.1337	$ 0.1423
22-008268-01	LUMBAR SLIDER LH, FOG	$ 0.1306	$ 0.1408

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22-008283	ARM MOUNTING BLOCK, LH BLACK	$ 1.2049	$ 1.3867
22-008284	ARM MOUNTING BLOCK, RH, BLACK	$ 1.2049	$ 1.3752
22-008296	ARM BUTTON, ONYX	$ 0.0801	$ 0.1042
22-008296-02	ARM BUTTON, NICKEL	$ 0.0850	$ 0.1265
22-008296-03	ARM BUTTON, DESERT	$ 0.0890	$ 0.1635
22-008296-04	ARM BUTTON, FOG	$ 0.0871	$ 0.1265
22-008296-05	ARM BUTTON, ELECTRIC BLUE	$ 0.0840	$ 0.1601
22-008296-06	ARM BUTTON, FIRE	$ 0.0890	$ 0.1601
22-008296-09	ARM BUTTON, TANGERINE	$ 0.0901	$ 0.1649
22-008296-10	ARM BUTTON, OCEAN	$ 0.0840	$ 0.1638
22-008296-12	ARM BUTTON, APPLE	$ 0.0909	$ 0.1639
22-008296-13	ARM BUTTON, WHITE	$ 0.0829	$ 0.1265
22-008296-14	ARM BUTTON, GRAPHITE	$ 0.0880	$ 0.1637
22-008296-15	ARM BUTTON, NAVY	$ 0.0863	$ 0.1265
22-008323	LUMBAR ASSY FR, BLACK, F2	$ 4.2717	$ 4.5912
22-008323-01	LUMBAR ASSY FR, FOG, F2	$ 4.2770	$ 4.7169
22-008323-02	LUMBAR ASSY FR, WHITE, F2	$ 4.2800	$ 4.5727
22-008340	INNER BACK, HIGH, BLACK, F2 V2	$ 2.0989	$ 2.8302
22-010086	LUMBAR V3 ASSY, NYLON, BLK, NOVO	$ 3.5842	$ 3.8023
22-010086-01	LUMBAR V3 ASSY, NYLON, FOG, NOVO	$ 3.4238	$ 3.7737
22-010086-02	LUMBAR V3 ASSY, NYLON, WHITE, NOVO	$ 3.6524	$ 4.2109
22-113-00	SEAT PAN - THERMO FREELANCE BLACK	$ 2.1149	$ 2.4508

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28-005623	RIGHT HA ARM ASSY, RH GRAPHITE	$ 7.1767	$ 7.4066
28-005623-01	RIGHT HA ARM ASSY, RH FOG	$ 7.1947	$ 7.4260
28-005623-02	RIGHT HA ARM ASSY, RH WHITE	$ 7.4491	$ 7.5705
28-005624	LEFT HA ARM ASSY, LH GRAPHITE	$ 7.1764	$ 7.3984
28-005624-01	LEFT HA ARM ASSY, LH FOG	$ 7.1947	$ 7.5278
28-005624-02	LEFT HA ARM ASSY, LH WHITE	$ 7.4488	$ 7.5700
28-009564	4 WAY ARM ASSEMBLY, LH, GRAPHITE	$ 9.8063	$ 9.9151
28-009564-01	4 WAY ARM ASSEMBLY, LH, FOG	$ 9.8550	$ 9.9345
28-009564-02	4 WAY ARM ASSEMBLY, LH, WHITE	$ 10.1052	$ 10.0867
28-009565	4 WAY ARM ASSEMBLY, RH, GRAPHITE	$ 9.8063	$ 9.9149
28-009565-01	4 WAY ARM ASSEMBLY, RH, FOG	$ 9.2847	$ 9.9344
28-009565-02	4 WAY ARM ASSEMBLY, RH, WHITE	$ 10.1052	$ 10.2072
28-009568	8 WAY ARM ASSEMBLY, LH, GRAPHITE	$ 9.8329	$ 9.8966
28-009568-01	8 WAY ARM ASSEMBLY, LH, FOG	$ 9.8499	$ 9.9160
28-009568-02	8 WAY ARM ASSEMBLY, LH, WHITE	$ 10.1115	$ 10.0682
28-009569	8 WAY ARM ASSEMBLY, RH, GRAPHITE	$ 9.2778	$ 9.8964
28-009569-01	8 WAY ARM ASSEMBLY, RH, FOG	$ 9.8499	$ 9.9159
28-009569-02	8 WAY ARM ASSEMBLY, RH, WHITE	$ 10.1115	$ 10.0680

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WETRON
Wetron Industrial Corp.
Add: #51st, KuiQing Road, QingHuang Industrial Zone, QingXi Town, DongGuan City, GuangDong Province, China
E-Mail: sales@wetronindustrial.com

Notification of Price Adjustment

To our valued customer,

Thank you for on-going support with Wetron.

Due to the power shortage, the global supply chain is unstable, and the marketing of raw material cost is unstable as well.The price jump up and down under this situation. We hereby make a list of price adjustment from January 2022 until now.

Update Price Effective Date	Price Fluctuated	main reason
2022/3/24	+5%	Aluminum material cost has raised up around 11.55% right after New year.

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OMT VEYHL

11511 James St.
Holland, MI 49424

P 616 738 6688

omt-veyhl.com

May 16, 2022

Dear Valued Customer:

OMT-Veyhl has been doing everything we can to keep our business operating as normal. We have taken steps to reduce lead times and to strengthen our supply chain channels. We also recognize the responsibility we hold to keeping our customers updated on business news. As a part of this effort please review the following:

Due to the rising energy costs and inflation, we will be implementing a 5% price increase starting June 1st, 2022. This change is not due to future inflation predictions, but it is reflecting what we already see today.

PLEASE NOTE: During this time, the 7% surcharge that we have customers add to the PO, will now be built directly into the cost of the product. Please understand that this change will visually reflect a 12% increase on your statements.

Our team at OMT-Veyhl will continue to monitor pricing and, as always, is dedicated to attempting to minimize any cost increases.

Thank you for your ongoing support. We value our partnership with you, and we hope we can help you grow your business. Should you require any further information please contact your usual account manager, who can provide answers to any questions you may have.

Sincerely,

Jason Turkstra
Director of Sales

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Movi	7.4%
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Focus Side	7.6%
Freelance	2.2%
Achieve	7.0%
Orbix	5.7%
Sprout	11.4%
Baja	6.3%
Qwiz	5.7%
Mika	5.9%
Rio	7.9%
Lumin	0.0%
Inflex	1.1%
OnCall	2.8%
Anytime	6.0%
Rowdy	3.1%
Relay Nester	5.3%
Relay	5.9%
Envoi	7.5%
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Cameo	7.9%
Pasea	9.7%
Nano	8.0%
Aviera Guest	4.4%
Aviera Hip Chair	4.4%
Aviera Patient	4.4%
Aviera Freespan 2-Seat	4.4%
Aviera Freespan 3-Seat	4.4%
Aviera Preconfigured 2-Seat	4.4%
Aviera Preconfigured 3-Seat	4.4%
Aviera Start	4.4%
Aviera Center/End	4.4%

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eBEAM	7.0%
Prise	7.0%
Mobio	5.5%
King Cobra	10.0%
Unity	7.0%
Table Tops	7.0%
Lighting	7.0%
Sit Stand	7.0%
Reya	6.6%
Tensor Base	7.0%
Ocala Base	9.7%
Sector Chair Screens	7.0%
Sector Protective Screens	7.0%
Sector Mobile	7.0%
Table Screens	7.0%
Fabric	7.0%
Fabric Mobile	7.0%
Whiteboard	7.0%
Modesty Screens	7.0%
Anti Fatigue Mat	7.1%
CPU Storage	7.0%
Cushions	6.6%
Filing & Storage	7.7%
Keyboard Trays	7.0%
Laptop Products	7.0%
Wire Management	7.0%
Pencil Storage	7.0%
A/O Accessories	7.0%
Cora	6.1%
Parallon	7.2%

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Please let me know if you have any questions or concerns.

Sincerely,

Derek A. Cairo, JD
Manager, Contracts
Exemplis LLC
Phone: 714-995-4800
Email: dcairo@exemplis.com

EXHIBIT D

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EXHIBIT E

001218-May2019
Author: YVONNE MACON
Download Date: 6/2/2020 03:30:12 PM

Request for Proposal
for
001218-May2019

BASIC DETAILS

Event Name
RFP - Office Furniture - UC Systemwide - JULY182019

Description
Solicitation directed to the manufactures of Office Furniture, with the capability/structure to supply product and services to all UCs in one of the following capacities; 1) Broad line supplier (all major categories); 2) Architectural elements; 3) Fixed Seating and Higher Education Furniture. In addition, as it pertains to this solicitation, the UC will serve as a lead agency for OMNIA Partners (GPO), allowing for awards to be extended nationally to other public entities.

Event Type	Event Currency	Event Value
Request for Proposal	USD	

SETTINGS

GENERAL

Public RFx	: True
Sealed event	: True

SUPPLIER RESPONSE EVALUATION

Allow all Team Members to access Supplier responses	: True
Questionnaire response evaluation	: True

SUPPLIER SETTINGS

Suppliers can upload attachments in "Attachments" section of RFx	: True

TIMELINE

Timeline	Start Date & Time	End Date & Time
Response Timeline	7/18/2019 11:00:00 PM	8/21/2019 03:00:00 PM
Pre-Proposal Web Conference	7/25/2019 10:00:00 AM	7/25/2019 11:00:00 AM
Evaluation Timeline	8/22/2019 09:00:00 AM	9/13/2019 09:00:00 PM

GUIDELINES

Guideline Name	Guideline Type	Acknowledgment from Supplier	Created By	Last Modified On
RFP Event and Process Summary	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
UC Terms and Conditions	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Appendix - Electronic Commerce	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Appendix - Data Security and Privacy	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Sustainability Requirement	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM

Sample Agreement - Purchasing	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Supplier Bid Response Resources	General Guidelines	Not necessary	YVONNE MACON	7/25/2019 04:19:29 PM
OMNIA Partners Exhibits (Requiring Acknowledgement)	Other	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
OMNIA Partners Exhibits (Requiring Responses)	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM

QUESTIONNAIRES

Questionnaire Name	Evaluation Type	Created By	Last Modified On	Questions
Program Pricing Responses	Technical	YVONNE MACON	7/18/2019 09:40:44 PM	3
Company Profiles/General Capabilities	Technical	YVONNE MACON	7/18/2019 06:16:03 PM	26
Pricing Terms and Product	Technical	YVONNE MACON	7/18/2019 09:46:45 PM	5
Services	Technical	YVONNE MACON	7/18/2019 06:22:39 PM	19

Sustainability	Technical	YVONNE MACON	7/18/2019 06:16:03 PM	14

SUPPLIERS - Response Opening Submissions

Name	Primary Contact	Participation Status	Response Completion Status
Haworth	[redacted]	Response Submitted On 8/21/2019 02:43:10 PM	100 %
Herman Miller Inc.		Revised Response Submitted On 8/21/2019 02:37:19 PM	100 %
Office Depot		Response Submitted On 8/21/2019 02:30:52 PM	100 %
Steelcase Inc.		Response Submitted On 8/21/2019 01:23:38 PM	100 %
Krueger International Inc		Response Submitted On 8/21/2019 01:20:09 PM	100 %
Kimball Office Inc.		Response Submitted On 8/21/2019 11:58:43 AM	95.52 %
Teknion LLC		Response Submitted On 8/21/2019 11:49:44 AM	100 %
Irwin Seating Company		Response Submitted On 8/21/2019 11:30:02 AM	100 %

Allsteel Inc.	[redacted]	Response Submitted On 8/21/2019 11:12:32 AM	100 %
Fellowes Inc		Invitation Declined On 8/21/2019 05:43:40 AM	- %
OFS Brands Inc.		Invitation Declined On 8/20/2019 03:25:45 PM	- %
Knoll Inc		Response Submitted On 8/20/2019 02:00:07 PM	100 %
The HON Company LLC		Response Submitted On 8/20/2019 12:29:02 PM	100 %
BioFit Engineered Products LP		Invited On 8/20/2019 07:48:57 AM	- %
Solutions and More		Guidelines Accepted On 8/1/2019 03:56:17 PM	- %
Technocon Transportation Group Inc		Invited On 8/1/2019 12:15:40 PM	- %
Wesco Distribution		Invited On 7/29/2019 02:44:26 PM	- %
National Office Furniture, Inc.		Guidelines Accepted On 7/25/2019 07:06:20 AM	- %
Steel case 2		Guidelines Accepted On 7/23/2019 08:48:19 PM	1.49 %
Anthro International dba Sitmatic		Guidelines Accepted On 7/23/2019 01:52:40 PM	- %
Agati Inc		Guidelines Accepted On	- %

		7/23/2019 01:07:45 PM	
Native Kulture Coffee Company, LLC	[redacted]	Invited On 7/23/2019 08:14:24 AM	- %
Exemplis LLC		Guidelines Accepted On 7/22/2019 02:58:36 PM	- %
Sauder Manufacturing Co.		Invited On 7/22/2019 04:38:33 AM	- %
NCS Moving Services		Invited On 7/19/2019 05:07:36 PM	- %
3G Development		Invited On 7/19/2019 03:45:15 PM	- %
Herman Miller, Inc.		Invited On 7/19/2019 04:21:21 AM	- %
The HON Company		Invited On 7/18/2019 09:48:16 PM	- %
Teknion Llc		Invited On 7/18/2019 09:48:16 PM	- %

TEAM MEMBERS

Name	Supplier Contact	Viewer	Coauthor	Evaluator	Invitation Status

USFR Compliance Questionnaire for RFP #001218-JULY 182019

	YES/NO	COMMENTS
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded $100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Supplier List under Event Summary
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Page 6
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Page 6
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	EventSummary-Suppliers (electronic time stamp)
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	YES	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	N/A	
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in **all** material respects, to the requirements and evaluation criteria set forth in the IFB? (**Note:** If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative's members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	NDA/COI Forms
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (**Note:** If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	UC Purchasing Agreemen
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	N/A	

	YES/NO	COMMENTS
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	

For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.

10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	

University of California, Office of the President (UC)

Contract # 2019.001896

for

UC Office Furniture and Related Services

with

Kimball Office, Inc.

Effective: May 20, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Kimball Office, Inc. effective May 20, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

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Office Furniture Purchasing Agreement #2019.001896

Kimball Office, Inc., Dated May 20, 2020

As a result of Request for Proposal # (RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019), the Agreement to furnish certain goods and services described herein and in the documents referenced herein, is a Master Agreement for the purchase of office furniture and related services ("Goods and/or Services") and is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Kimball Office, Inc. ("Supplier"); such contract to be made available as a Cooperative Purchasing Contract through OMNIA Partners Public Sector. This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

As a manufacturer of Office Furniture, Supplier agrees to provide Furniture Products the Required Services, either directly or through a network of primary dealers; all as listed in the statement of work attached as **Attachment A ("Statement of Work")** and any other documents referenced in the Incorporated Documents section herein, per the terms and the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier. Goods and Services shall be provided to UC and OMNIA Partner's Participating Agencies, as detailed below:

a) The University of California, as the Principal Procurement Agency, defined in the National Requirements Document at time of RFP (see OMNIA Partners Exhibit A within CalUsource RFP), has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). The National Requirements Documents (Exhibits A-H under RFP Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.

b) University of California locations, as defined in Section 3 of Attachment A - Statement of Work

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from May 20, 2020 and through April 30, 2024 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for five (5) successive years (Renewal Term), exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered. Supplier will be provided with at least sixty (**60)** calendar days' written notice before the end of the Initial Term or any Renewal Term. NOTE: This contract will be signed and available for national use and purchases, prior to its implementation and availability for purchases by the UC, which will begin November 1, 2020. This does not inhibit the Supplier from engaging with UC customers when requested by UC department for the purposes of preparatory discussions/design work on lengthy/large projects which will not be procured until after November 1, 2020. Additionally, it is expected, Suppliers will promote their company and services during campus roll-outs (September 28th through October 31st).

b) UC may terminate the Agreement for cause or convenience by giving the other party at least 180 calendar days' written notice. Note, this is a UC System-wide Agreement, extended nationally through OMNIA Partners. Termination by a campus (or department), will not constitute termination of the Agreement for the UC system itself, nor the Agreement as a whole.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 180 days' notice of failure to cure a material breach of the Agreement within the Cure Period allowed (30 days from written notice of a breach, per this Agreement). For sake of clarity, either Party may provide written Notice of Breach to the Administrators listed in this Agreement. This action shall trigger a thirty (30) day Cure Period. If breach is not resolved, originating party/notifying party, may provide a Notice to Terminate as a result of uncured breach, allowing 180 days of continuing service for new orders



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and/or completion of existing orders; all of which must be complete within that 180 day period and/or mutually acceptable arrangements made for completion after termination.

3. UC Program

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

4. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (public and private schools, colleges and universities, cities, counties, non- profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, as specified for a National Program. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outline in the above referenced RFP (RFP ## 001218). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

5. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

University's standard payment terms are Net 30 days of receipt of product to UC or to Dealer's warehouse. Invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges for missing or damaged product specifically relating to the original purchase order and any additional items, only if 'Date promised by' aligns with original shipment. Where mutually acceptable, large projects may employ the use of phased payment, for the purpose of covering costs for services already rendered or product already procured; specific details and process to be negotiated between the Supplier and the University campuses based on each site's requirements. A Purchase Order must precede the work or purchase.

6. Pricing Structure, Invoicing Method, and Settlement Method Terms

a) Pricing

1. All Goods available through this Agreement, include delivery and are priced as a 'Discount off List'. These discounts are based against a contracted Manufacturer's National Price List. List price/MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by, the trade. 'Discount off List' may vary according to delivery or services included. Refer to Attachment A –Statement of Work. For Pricing, discounts, and pricing terms.

b) **Invoicing and Settlement**

1. Each Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC and/or Participating Agency Location. For UC campuses/locations, please see UC's Procure to Pay Standards for the options that will be considered https://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf Each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be. The University at its discretion, may remit payment to the Dealer through P-Card (credit card/similar methods) with a processing fee, as well as checks, or other electronic forms of payment. Supplier reserves the right to elect ACH or Check payment on any projects exceeding $400,000 (High Volume/Negotiable Tier), for the purpose of avoiding additional merchant fees associated with credit card (or similar) payment methods. UC campuses/locations may accept, reject, or negotiate this supplier policy, during planning phase of a large project. Supplier is obligated to notify location of this policy, prior to any engagement of services or ordering of product

2. All payments for UNIVERSITY purchases under this Agreement are Net 30 days of product shipping, unless stated otherwise within this Agreement and shall not be subject to late charges or interest charges. Exceptions for phased payment, are noted above within



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Section 5. Subject to exception B.1 above, the University, at its discretion, may remit payment to the Supplier through P-Card (credit card or similar, with fees up to 3%), checks, or other electronic forms of payment. Note the UC (only) is entitled to 30 days free storage (Section 9 of Attachment A) from Dealer, if prearranged or mutually agreed. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, may be charged at rates quoted within this Agreement. This arrangement does not extend requirements for payment to Supplier, if product is available for inspection/verification. As previously stated, invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges.

3. Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will not pay freight/shipping or basic delivery costs for Manufacturer's goods. Installation and other services may be charged separately, when not included as part of a 'Service Package' (service and product, priced as a reduced percentage off list); all such charges and services listed in Attachment A – Statement of work. All separate Service charges shall include detail (e.g. 2 men, 8hrs. @ $65.00 hourly or 3 hrs. Design Services @ XX).

4. Supplier's Authorized Representatives will submit invoices, following the designated invoice method, directly to UC Accounts Payable Departments at each UC Location, unless the UC Location and the Supplier reach an alternate, mutually acceptable procedure for submitting invoices (i.e., directly from Supplier to UC Location). All invoices must clearly indicate the following information:

a. California sales tax as a separate line item, based on the California 10 digit Zip Code;
b. UC System Wide Agreement Number;
c. Freight or Shipping/Delivery as separate line items, only when applicable (e.g. non-Kimball product)
d. Service and Installation costs (with service and labor detail);
e. Purchase Order or Release Number;
f. Description, quantity, catalog number and manufacturer number of the item ordered; UC Net cost of each item;
g. List Price, appropriate % discount applied, and Net Cost;
h. Reference to original order number for all credit memos issued (if applicable);
i. UC Purchase Order or Release Number;

7. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.
To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting. Chief Information. Security Officer.
Phone	(510)987-0086
Email	David.Rusting@ucop.edu
Address	Address: 1111 Franklin St., 7th Flr, Office: 7104
	Oakland Ca. 94607

To UC, regarding contract issues not addressed above:

Name	Yvonne Macon
Phone	530-752-5684
Email	Yvonne. Macon@ucop.edu
Address	260 Cousteau Place, Ste. 150
	Davis, Ca. 95618

To Supplier:

Name	Stacy Huelsman
Phone	812-482-8108
Email	Stacy.huelsman@kimball.com

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Address	1600 Royal St.
	Jasper, IN 47546

8. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

9. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

10. Prevailing Wages

Supplier acknowledges Prevailing Wage requirements, apply to this contract.

a) Supplier understands and acknowledges that prevailing wages are frequently applicable for installation services provided under this program. Supplier (as defined herein), to include its Dealers or their subcontractors performing services) is required to pay prevailing wages, when applicable to the work and as required within the state and county where installation is taking place and at the rate specified for those counties, per the Department of industrial Relations. A Supplier should note, Prevailing Wages are to be paid for labor performed for any UC installation where assembly or attachments is required, except for labor related to the following activities:

- Delivery of materials that will not be installed by the delivering vendor or subcontractor; and
- Assembly of unattached, freestanding furniture, not requiring special tools and/or joining of furniture pieces (e.g. desk return added to desk); and
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code.

b) Prevailing wages shall also be paid for all labor associated with the special fabrication of any non-standard, non-catalog furniture components that are manufactured specially and exclusively for installation at the project/delivery site.

c) Rates vary depending on the county in which the work is being performed. In Installations where Prevailing Wages are applicable, the UNIVERSITY acknowledges that added delivery installation charges may be applied, as a differential, to reflect the current updated Prevailing Wage schedules.

11. Fair Wage/Fair Work (UC Specific)

For all work performed as Standard Labor (work not requiring the payment of Prevailing Wage rates), Supplier is required to pay a minimum of the UC Fair Wage (defined as $15 per hour as of 10/1/17) to its staff when providing services at UC Locations. This is also assumed/required for any labor quotes stated as a flat hourly amount, inclusive of Supplier overhead costs (Basic Installation Hourly Rates).

12. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

13. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE

UNIVERSITY OF CALIFORNIA

OF INSURANCE – Agreement #2019.001896_Office furniture. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – Agreement #2019.001896_Office Furniture

14. Service-Specific and/or Goods-Specific Provisions

Supplier is providing all categories of its Office Furniture and related Product Lines nationally to Participating Agencies, when extended through OMNIA Partners and to UC (with noted restrictions). Quotes, delivery and/or any installation will be performed by Supplier's Authorized Representatives-Subcontractors (i.e. dealer network), although Quotes may, in some cases, be provided by Supplier as manufacturer of the goods, rather than its authorized representatives for convenience, efficiency, or accuracy reasons. Purchase order processing (acknowledgement-confirmation) and invoicing may be performed by Supplier.

15. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

16. Amendments to UC Terms and Conditions of Purchase - There are no amendments to UC Terms and Conditions of Purchase, dated 5-9-19.

17. Amendments to Appendix – Data Security - There are no amendments to The UC Appendix – Data Security, dated 4-12-19.

18. Amendments to Appendix – Business Associate - The UC Appendix – Business Associate, does not apply to this contract.

19. Appendix Ecommerce – Appendix Ecommerce, dated 9-19-17 applies to UC ecommerce business and is not amended.

20. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following this Agreement.

Attachment A - Statement of Work, including Exhibits
Attachment B - UC Terms and Conditions of Purchase dated 5-9-19
Attachment C - UC Appendix – Data Security dated 4-12-19
Attachment D - UC Appendix Ecommerce, dated 9-19-17
Attachment E - Definitions
Attachment F - RFP Document (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019) and any subsequent Addenda
Attachment G - Supplier's Response to RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019, dated 8-21-19

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

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This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Signature)

William Cooper AVP & Chief Procurement Officer

(Printed Name, Title)

5/21/2020

(Date)

Kimball Office, Inc.

(Signature)

Phyllis Goetz, President

(Printed Name, Title)

05/20/2020

(Date)

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ATTACHMENT A – STATEMENT OF WORK

(Placeholder for inserted pages)

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ATTACHMENT B – UC TERMS AND CONDITIONS OF PURCHASE (DATED 5-9-19)

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.

B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.

C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.

D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at https://policy.ucop.edu/doc/3420365. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's

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employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.

2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

E. General Accessibility Requirements. Supplier warrants that:

1. It will comply with California and federal disability laws and regulations;

2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and

3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will



be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether
the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:
A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
1. Each Occurrence $ 1,000,000
2. Products/Completed Operations Aggregate $ 2,000,000
3. Personal and Advertising Injury $ 1,000,000
4. General Aggregate $ 2,000,000



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B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.

2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
iv. FAR 52.219-8, Utilization of Small Business Concerns;
xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
xii. FAR 52.222-41, Service Contract Labor Standards;
xiii. FAR 52.222-50, Combating Trafficking in Persons;
xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
v. FAR 52.222-17, Non-displacement of Qualified Workers;
vi. FAR 52.222-21, Prohibition of Segregated Facilities;
vii. FAR 52.222-26, Equal Opportunity;
viii. FAR 52.222-35, Equal Opportunity for Veterans;
ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
x. FAR 52.222-37, Employment Reports on Veterans;
xvi. FAR 52.222-54, Employment Eligibility Verification;
xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
xix. FAR 52.224-3, Privacy Training;
xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.



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B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services*)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

i i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements".

ii ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

iii iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

iv iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);

ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and

iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the

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Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit
Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods: A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note. C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection. D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished. E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11. F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means: A. An investment worth $2,000 or more in Supplier or its affiliate; B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate; C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or D. A personal financial benefit from the Agreement in the amount of $250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

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ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY -UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines: (https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf). In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation. A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides. B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative. C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below: a. Uses bulk packaging; b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery); c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product; d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; e. Uses locally recyclable or certified compostable material. D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist. E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized Certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):

1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).
The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site: A. Notice of the general prevailing per diem wage rates, and any other notices required by DIR rule or regulation. By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.
For Services that exceed $100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.
Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.
Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;

(ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier. Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ATTACHMENT C – UC APPENDIX DATA SECURITY AND PRIVACY DATED 4-12-17

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

A. This Data Security and Privacy Appendix is designed to protect the University of California's (UC) Non-public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).

B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

ARTICLE 2 – DEFINED TERMS

A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.

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B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC's behalf (collectively, "UC Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.

C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES

A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.

B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.

C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

ARTICLE 4 – SECURITY PATCHES AND UPDATES

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:

A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.

B. Supplier's Internal Systems and Services Necessary for Supplier to fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES



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A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (https://policy.ucop.edu/doc/7020447/BFB-IS-2), and IS-3, *Electronic Information Security* (https://policy.ucop.edu/doc/7000543/BFB-IS-3).

B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5. UC shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.

C. UC reserves the right to monitor Supplier's connectivity to UC Information Resources while Supplier accesses Non-public Information.

ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Supplier agrees to hold UC's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.

ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 8 – INFORMATION SECURITY PLAN

A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.

B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.

C. Supplier's Information Security Plan will be designed to:

i. Ensure the security, integrity and confidentiality of Non-public Information;

ii. Protect against any anticipated threats or hazards to the security or integrity of such information;

iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;

iv. Reduce risks associated with Supplier having access to UC Information Resources; and

v. Comply with all applicable legal and regulatory requirements for data protection.



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D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

A. **Reporting of Breach**: Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.

B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with UC's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:

i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit

ii. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;

iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;

iv. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;

v. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and

vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.

C. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.

D. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 12 – ATTORNEY'S FEES

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In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 13 – INDEMNITY

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney's fees, and court costs.

ARTICLE 14 – ADDITIONAL INSURANCE

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: $1,000,000 Each Occurrence and $5,000,000 Aggregate.

FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY

SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)

A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (*e.g.*, viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/document_library. Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.

C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

ATTACHMENT 1

A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.

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B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:

i. Designating one or more employees to maintain the comprehensive Information Security Plan;

ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
a. Ongoing employee (including temporary and contract employee) training;
b. Employee compliance with policies and procedures; and
c. Means for detecting and preventing security system failures.

iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.

iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.

v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.

vi. Overseeing service providers, by:
a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.

vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.

viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.

ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.

x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.

xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

Computer System Security Requirements
To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in it's written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system that, at a minimum, and to the extent technically feasible, will have the following elements:
A. Secure user authentication protocols including:
i. Control of user IDs and other identifiers;
ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;

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iv. Restricting access to active users and active user accounts only; and
v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
vi. Periodic review of user access, access rights and audit of user accounts.

B. Secure access control measures that:
i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.

C. Encryption of all transmitted records and files containing Protected Information.

D. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.

E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.
Revised

ATTACHMENT D – UC APPENDIX ECOMMERCE DATED 9-19-17 (UC Specific)

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by two suppliers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-Out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.
EProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.
Go Live Date means the date on which a Catalog will be active.
Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.
Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.
Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.
Punch-Out Catalog means a Catalog, hosted by Supplier on Supplier's Site. Users may access this Punch-Out Catalog via an internet link provided by Supplier to UC that redirects a User from the campus eProcurement site to Supplier Site. The Punch-Out Catalog will permit: (a) Users to access the Supplier Website when a User selects the Punch-Out Catalog; (b) User to create an Order through the eProcurement sites; and (c) UC eProcurement sites to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.
Supplier Mark means Supplier's name, trade name, and/or trademarks, service mark, or any derivation thereof.
Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.
UC Mark means UC's name, trade name, and/or trademarks, service marks, or any derivation thereof.
User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – ESTABLISHMENT/MAINTENANCE OF CATALOG; SITE RESPONSIBILITY; LICENSE

(a) Establishment and Maintenance. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts. Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system and Order Data will be transmitted according to the appropriate cXML or xCBL standards as the case may be. For Hosted Catalogs, Supplier must provide

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UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-Out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions or modifications with no less than the lead time directed by UC's Contract Administrator; provided, however, that for all Catalogs that Supplier requests to have a January 1 Go Live Date, Supplier must submit proposed files no later than December 1. Upon UC's approval of the new Catalog file, Supplier will make the updated version of the Catalog file effective on the Go Live Date on which UC and Supplier agree. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-Out Catalog, UC will be invoiced at the lower price. If the price discrepancy is due to UC's failure to timely update a Hosted Catalog, Supplier may charge the higher price and UC will work with Supplier to rectify the problem as quickly as possible.

All Supplier-provided pricing in any Catalogs, whether Hosted or Punch-Out, will be inclusive of all shipping, handling, fees and charges of any sort, except applicable taxes.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors. Supplier agrees that UC may block customized Catalogs at the SKU and/or category level.

UC's Terms and Conditions of Purchase state that the Goods and/or Services must be exactly as specified in the Agreement. For the avoidance of doubt, this means that Supplier may not, without UC's prior consent, substitute items, change SKU numbers or change the number of items in a package in any Catalog.

(b) Site Responsibility. Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its website; (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its website; and (iii) maintaining Internet connectivity.

(c) License. Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through means other than websites.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows. UC may require Supplier to "brand" Supplier's Punch-Out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-Out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-Out Catalog hosted by Supplier and subject to the following terms:

Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-Out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Addendum. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or

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return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-Out Catalog, right to link to and access the Punch-Out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the Catalog, except as supplied by Supplier. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved, UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to – UC eProcurement sites and all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such Site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

ATTACHMENT E – DEFINITIONS

General

Broad Line Manufacturer/Qualified Supplier– a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the five (5) main/mandatory categories of Office Furniture (System, Seating, Storage, Free Standing Furniture, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements).

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Dealer or Dealer Service Network Provider - Subcontractor and/or provider of goods and services on behalf of Manufacturer such as furniture, furniture design, layout design, workspace planning, showroom demonstration, warehouse storing, delivery, installation, customer service, invoicing, payment collections, credit card processing, etc.

Design - Major Revision - A major revision is defined as any modification in which an excess of 30% of the design is revised.

High Volume Tier – Dollar amount of product purchased, which exceeds predetermined discount off list pricing and therefore qualifies for negotiated pricing; all such pricing tiers to be found within Exhibit A of Statement of Work.

Project Management - Enhanced professional services through a Dealer authorized representative. Dealer authorized representative provided under the Agreement will provide project management services, in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or team and proper oversight must be maintained and milestones must be adhered to.

Punch List -A term used to describe an inventory list of all corrections, additions, or deletions to an Installation or project which requires an action on the part of the Supplier, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

Reconfiguration -A term used to describe the process of disassembly, re-assembly and possible relocation and redesign of existing furniture systems.

Services - Refers to all services provided by the Dealer, including "Value-Added" services, and "Per Hourly-Rate" services as noted within and Attachment A – Statement of Work.

Supplier – Manufacturer and Primary Contracting Entity, as represented by its Dealers/Authorized Dealer Services Network and its other business entities within its supply chain for the purpose of proposing goods and services under this RFP, as a single contracting entity. The term Supplier, therefore, is used interchangeably with Manufacturer, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier proposes to carry out its duties and obligations in answer to this solicitation.

Value-Added Services - Includes all enhanced professional services, such as design and installation, provided by Dealer.

Waste Removal/Removal of Debris- Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC's Sustainability Policy

Furniture Items Definitions

Exclusions to below – Any "Product listed or registered with FDA as a medical device or a furnishing that meets a specific clinical requirement for UC clinicians."

Paneled Systems - Pre-fabricated paneled workstations or cubicle office. Includes panels, desk, storage, filing work surfaces, cabinetry, accessories, etc. Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.
CSA- Z412, Guideline on Office Ergonomics, page 161

Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.
CSA- Z412, Guideline on Office Ergonomics, page 161

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Side Chair: A side chair is a chair designed for short-term sitting (i.e. guest chair) and is not designed to be used during work tasks. A side chair usually has a fixed seat height, seat angle, and backrest, and it may or may not have arms. The minimum weight capacity is 250 pounds.
ANSI-BIFMA x5.1-2002

Desk/Work Surface: A desk/work surface is a piece of furniture with a surface designed to allow the user to complete their work tasks. Work tasks can include but are not limited to reading, writing, and use of computers, telephones, calculators, and microscopes. Surfaces can be flat or angle adjustable (for example drafting tables). Work surfaces should be designed to support work equipment and task materials while allowing adequate clearance, access, and support for the majority of users. Desks/work surfaces may be freestanding or part of a panel system which is secured to the wall or floor. All work surfaces shall follow the dimension and height adjustability guidelines of Exhibit E of SOW.
ISO 9241-5, Ergonomic requirements for office work with visual display terminals, page 9, 15

Storage: A piece of furniture designed to store items. Storage units shall meet the following requirements:
Adjustment controls should be easy to operate from usual working positions and designed so they encourage correct use
Drawers should be designed to prevent unintentional opening
Drawers should not require undue force to open and close
Drawers should not be able to be pulled out so they unintentionally fall
Casters on mobile pedestal drawers should be chosen to match the floor surface where the pedestal will be used

ATTACHMENT F – RFP (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019)

See as separate Attachment

ATTACHMENT G – SUPPLIER'S RESPONSE TO RFP, DATED 8-21-19

See as separate attachment

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ATTACHMENT A - STATEMENT OF WORK

KIMBALL OFFICE - AGREEMENT #2019.001896

This Statement of Work – Attachment A ("SOW") is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a 'fully compressive product line'/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation ("Services"). Together, the "Goods and Services" all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

2. Implementation

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

Supplier Obligations

Action	Date relative to contract signature
Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel's sales staff and other Kimball sales representatives	Within 10 days
Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract though its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications	Within 30 days
Create power point and other types of communication that highlight new award and its changes. Create presentation and develop training schedule for all Kimball distribution channel. Review all existing opportunities and notify of new award and date	Within 60 days
Complete presentation and roll out to all Kimball Distribution channel. Develop tracking plan for new contract progress. Meet with Omnia and UC to review progress and activity.	Within 90 days
Action	Contract Start - 11/01/20

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies. Conduct a meet and greet with design, construction, facilities and department heads Create marketing materials for email, providing contact information Acquire names of design staff and facilities staff, calendar of campus vendor shows	Prior to implementation date
Introduction, by campus with service partners/Dealers Training at each campus with facilities, designers and procurement Post cards announcing new products and or custom designs completed Announcement in the major publications Joint community outreach with various campuses Design marketing and support based on each campus's need and demographic One campus per quarter to factory tour Joint research projects to improve the use of spaces and student engagement/success Seating labs, product display areas Integrate technology where appropriate with AV, VR, AR, etc.	9-28-20 -11/1/2020
UC ECOMMERCE	
Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities	1st Week
Define a specific set of materials (including Options) Within 6 months: Create a punchout site and link to the e-procurement site of the client	1st 3 months
Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.	Within 9 months
Testing/Piloting of the system to insure everything is operating properly	Within 1st year

UC Obligations

Action	Contract Start - 11/01/20
UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:	
Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

a. Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
b. Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
c. The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.

d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
e. UC Hastings College of Law
f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
g. Lawrence Livermore Lab and additional centers and offices as further detailed at: http://www.universityofcalifornia.edu/uc-system/parts-of-uc
h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
i.

4. Key Personnel

NATIONAL PROGRAM - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at https://www.kimball.com/contactus/all-dealers/.

UC PROGRAM - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

Supplier's Account Management Team is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

UC'S Project Mangers:

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator Yvonne.Macon@ucop2022
eProcurement Implementation	Lia Scott liascott@ucdavis.edu & Terese Merrell Terese.Merrell@ucop.edu
Sustainability Reporting,	Stephanie Lopez stephanie.Lopez@ucop.edu & Heather Perry heather.perry@ucsb.edu
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez stephanie.Lopez@ucop.edu & Yvonne Macon

5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).

B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
   1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
   2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).

C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
   1. Campus Fire Marshall (or equivalent, if none exists)
   2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)

D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.

E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years.

F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

** Restocking - All returns **of conforming product**, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates" priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &

B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

9. Program Requirements

A. General

a. There shall be no minimum order requirements (quantity, dollar size, etc.).
b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: https://www.bifma.org/page/StandardsShortDesc
e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

B. Administration – (This section is UC Specific)

Supplier shall provide the following program administration functions to UC:

a. Project Manager to coordinate program implementation (see implementation Plan).
b. Account Management for on-going contract monitoring and maintenance
c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
    - Sales Data for UC System
    - Fiscal Year to Date (beginning July 1).
    - Fiscal Year to Date for the previous year.
    - Last 12 month spend.
    - Last 12 month spend for the prior year.
    - Company or Dealer updates/changes
    - Sustainability
    - Outreach and Projects
    - SLA Scorecard and Issues
    - Product – changes and new lines
f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

C. Ecommerce and Related Invoicing/Settlement (This section is UC Specific)

a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

D. National Program

a. Manufacturer/Suppler must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

E. Product Requirements

a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
   - Panels and Desks/Work Surface (Adjustable and Fixed)

- Storage
- Freestanding
- Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
- Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)

b. Product Purchase Restrictions (UC Specific) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.

c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.

d. New and Discontinued Products

1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
    - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.

e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.

f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.

g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

F. Services

a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.

b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages

c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

11. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

12. Liquidated Damages (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars ($500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 ½% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 ½% (total of 7 ½%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 ½% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

13. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

Exhibit A – National Discount and Service Pricing
Exhibit B – **UC** Discount and Service Pricing
Exhibit C - UC Sustainability Requirements
Exhibit D – UC Reporting Requirements
Exhibit E – UC Ergonomic Requirements
Exhibit F – UC Dealer Network & Capabilities
Exhibit G - UC –Additional Terms and Conditions

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**KIMBALL OFFICE, INC.**
DocuSigned by: William M. Cooper 1E90FA0709254CF...	Phyllis Goetz
(Signature)	(Signature)
William Cooper AVP & Chief Procurement Officer	Phyllis Goetz, President
(Printed Name, Title)	(Printed Name, Title)
5/21/2020	05/20/2020
(Date)	(Date)

EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS

A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

A.2 – Price Increases

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57

	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
Storage	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
Seating	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

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	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57

Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							

Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates (NTE)**	**Comments**
Design Services	$70.00	
Project Management Services	$72.00-125.00	
Asset Management (e.g. Dealer tracks ownership at campus level)	n/a	
Demolition (breakdown and removal or repacking of old stock)	n/a	
Other - Insert rows as needed		
Storage	**Rate per Sq. Ft. (NTE)**	**Comments**
Storage	$1.57	
Labor/Installation -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.	**Hourly Rates (NTE)**	**Comments**
Basic Installation Rate (utilizing Standard Labor)	65.00-250.00	

Services Associated with Discount off List

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DELIVERY

• Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.

• Inside Delivery means product is delivered to the site and unloaded.

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

Pricing Parameters

• During normal business hours, M-F, 7:00am-5:00pm local time.

• Non-union labor

• All necessary tools and equipment required to install per the drawing or quote

• Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process

• Free and clear access to loading docks and elevators

• Job site to be free and clear of debris

• Service work not be hindered by other trades, product tools, equipment

• Reasonable access to space

Exclusions:

• Any work requiring a licensed electrician is the purchaser's responsibility

• Hardwiring of furniture to the building source

• Connection of phone and data lines to the building source

Additional Cost:

• Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

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ATTACHMENT A - STATEMENT OF WORK

KIMBALL OFFICE - AGREEMENT #2019.001896

This Statement of Work – Attachment A ("SOW") is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a 'fully compressive product line'/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation ("Services"). Together, the "Goods and Services" all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

2. Implementation

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

Supplier Obligations

Action	Date relative to contract signature
Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel's sales staff and other Kimball sales representatives	Within 10 days
Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract though its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications	Within 30 days
Create power point and other types of communication that highlight new award and its changes. Create presentation and develop training schedule for all Kimball distribution channel. Review all existing opportunities and notify of new award and date	Within 60 days
Complete presentation and roll out to all Kimball Distribution channel. Develop tracking plan for new contract progress. Meet with Omnia and UC to review progress and activity.	Within 90 days
Action	Contract Start - 11/01/20

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies. Conduct a meet and greet with design, construction, facilities and department heads Create marketing materials for email, providing contact information Acquire names of design staff and facilities staff, calendar of campus vendor shows	Prior to implementation date
Introduction, by campus with service partners/Dealers Training at each campus with facilities, designers and procurement Post cards announcing new products and or custom designs completed Announcement in the major publications Joint community outreach with various campuses Design marketing and support based on each campus's need and demographic One campus per quarter to factory tour Joint research projects to improve the use of spaces and student engagement/success Seating labs, product display areas Integrate technology where appropriate with AV, VR, AR, etc.	9-28-20 -11/1/2020
UC ECOMMERCE	
Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities	1st Week
Define a specific set of materials (including Options) Within 6 months: Create a punchout site and link to the e-procurement site of the client	1st 3 months
Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.	Within 9 months
Testing/Piloting of the system to insure everything is operating properly	Within 1st year

UC Obligations

Action	Contract Start - 11/01/20
UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:	
Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

a. Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
b. Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
c. The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.

d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
e. UC Hastings College of Law
f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
g. Lawrence Livermore Lab and additional centers and offices as further detailed at: http://www.universityofcalifornia.edu/uc-system/parts-of-uc
h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
i.

4. Key Personnel

NATIONAL PROGRAM - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at https://www.kimball.com/contactus/all-dealers/.

UC PROGRAM - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

Supplier's Account Management Team is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

UC'S Project Mangers:

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator Yvonne.Macon@ucop2022
eProcurement Implementation	Lia Scott liascott@ucdavis.edu & Terese Merrell Terese.Merrell@ucop.edu
Sustainability Reporting,	Stephanie Lopez stephanie.Lopez@ucop.edu & Heather Perry heather.perry@ucsb.edu
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez stephanie.Lopez@ucop.edu & Yvonne Macon

5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).

B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
   1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
   2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).

C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
   1. Campus Fire Marshall (or equivalent, if none exists)
   2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)

D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.

E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years.

F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

** Restocking - All returns **of conforming product**, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates" priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &

B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

9. Program Requirements

A. General

a. There shall be no minimum order requirements (quantity, dollar size, etc.).
b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: https://www.bifma.org/page/StandardsShortDesc
e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

B. Administration – (This section is UC Specific)

Supplier shall provide the following program administration functions to UC:

a. Project Manager to coordinate program implementation (see implementation Plan).
b. Account Management for on-going contract monitoring and maintenance
c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
    - Sales Data for UC System
    - Fiscal Year to Date (beginning July 1).
    - Fiscal Year to Date for the previous year.
    - Last 12 month spend.
    - Last 12 month spend for the prior year.
    - Company or Dealer updates/changes
    - Sustainability
    - Outreach and Projects
    - SLA Scorecard and Issues
    - Product – changes and new lines
f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

C. Ecommerce and Related Invoicing/Settlement (This section is UC Specific)

a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

D. National Program

a. Manufacturer/Suppler must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

E. Product Requirements

a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
   - Panels and Desks/Work Surface (Adjustable and Fixed)

- Storage
- Freestanding
- Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
- Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)

b. Product Purchase Restrictions (UC Specific) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.

c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.

d. New and Discontinued Products

1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
    - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.

e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.

f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.

g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

F. Services

a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.

b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages

c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

11. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

12. Liquidated Damages (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars ($500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 ½% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 ½% (total of 7 ½%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 ½% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

13. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

Exhibit A – National Discount and Service Pricing
Exhibit B – **UC** Discount and Service Pricing
Exhibit C - UC Sustainability Requirements
Exhibit D – UC Reporting Requirements
Exhibit E – UC Ergonomic Requirements
Exhibit F – UC Dealer Network & Capabilities
Exhibit G - UC –Additional Terms and Conditions

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**KIMBALL OFFICE, INC.**
DocuSigned by: William M. Cooper 1E90FA0709254CF...	Phyllis Goetz
(Signature)	(Signature)
William Cooper AVP & Chief Procurement Officer	Phyllis Goetz, President
(Printed Name, Title)	(Printed Name, Title)
5/21/2020	05/20/2020
(Date)	(Date)

EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS

A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

A.2 – Price Increases

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57

	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
Storage	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
Seating	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

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	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57

Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							

Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates (NTE)**	**Comments**
Design Services	$70.00	
Project Management Services	$72.00-125.00	
Asset Management (e.g. Dealer tracks ownership at campus level)	n/a	
Demolition (breakdown and removal or repacking of old stock)	n/a	
Other - Insert rows as needed		
Storage	**Rate per Sq. Ft. (NTE)**	**Comments**
Storage	$1.57	
Labor/Installation -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.	**Hourly Rates (NTE)**	**Comments**
Basic Installation Rate (utilizing Standard Labor)	65.00-250.00	
Services Associated with Discount off List		

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DELIVERY

• Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.

• Inside Delivery means product is delivered to the site and unloaded.

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

Pricing Parameters

• During normal business hours, M-F, 7:00am-5:00pm local time.

• Non-union labor

• All necessary tools and equipment required to install per the drawing or quote

• Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process

• Free and clear access to loading docks and elevators

• Job site to be free and clear of debris

• Service work not be hindered by other trades, product tools, equipment

• Reasonable access to space

Exclusions:

• Any work requiring a licensed electrician is the purchaser's responsibility

• Hardwiring of furniture to the building source

• Connection of phone and data lines to the building source

Additional Cost:

• Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

EXHIBIT B - UNIVERSITY OF CALIFORNIA DISCOUNT & SERVICE PRICING AND PRICING TERMS

B.1 Product/Service Pricing - UC

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect for the UC at the time the purchase order is placed, less the minimum discounts on the items listed below. Price List 2019, as bid in August 2019, shall remain firm until April 30, 2021.

The price for services as stated as a 'Discount off List Price' (included with delivered product) or as 'Services Rates' priced hourly/separately per service.

Deliveries from manufacturer or Dealer to the UC, shall be FOB **UC designated location**, freight prepaid and allowed for purchase orders within the United States.

Payment Term revised for UC – Purchases for UC locations, under this Agreement are Net 30 days of product delivery to UC designated location (including Dealers Warehouse. This is a change for terms stated for Participating Agencies.

B.2 UC Price Protection

Discount Percentages/Pricing Structure, as quoted in the RFP Response and negotiated, shall remain firm for the initial period of the agreement (May 20, 2020 to April 30, 2024). In addition, actual prices quoted at the time of this RFP, as based on discount off current Manufacturer's National List Price #2019, shall be held firm until April 30, 2021, meaning prices quoted cannot increase, regardless of any change to the Manufacturer's National List Price until that time. Additional Price List advancements will not be considered more than once yearly. If increases are supported by market data and negotiated with Contract Administrator (see below), UC will advance to the next price List, in consecutive order (e.g.PL 2020 on May 1, 2021). UC orders are subject to Price List, in effect for UC at order placement.

a) Product list-price adjustment shall be effective upon a sixty (60) day written notification given to UC. When submitting notice of increases, SUPPLIER shall provide supporting documentation, which will include a spreadsheet displaying product increases and the UC weighted average increase, as well as market information and commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI -BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI -BLS Series ID: WPU12220325 Price of Non-wood Office Seating ; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Calculation of weighted average increase will be based on items purchased over the previous 12 months by UC. In the event the UC weighted average change has a significant and documented cost increase in excess of 3.0%, a full examination of market data and resources, shall be conducted by UC and Supplier to arrive at a final determination of market impact/increase. Impacted areas/product may be negotiated by UC, individually and/or as an aggregate, to arrive at the final determined increase; changes to be mutually approved.

b) Service Pricing Increases (Hourly Service Rates -not inclusive of Prevailing Wage Quotes) - Hourly Service and Labor Charges are quoted for services provided by Supplier's Dealers. Increases are not allowed during the Initial (UC) Agreement Term unless unforeseen events/circumstances, regional or state-wide, create market pressures limiting the ability of a Dealer to contract for services within the parameters of this Agreement. In that event, the Supplier shall supply proof of market condition and/or any alignment to "Increases for Modular Furniture Installation #NC-23-31-15-2019-1", to UC contract Administrator, with request; outcome to be supported and mutually agreeable.

Product Category	UC Program - Manufacturer Discount off List					
	Product line	Drop Ship	**Basic Installation**	**Complex Installation**	**Volume Discounts 100k-400k**	**Volume Discounts >400k**
Systems Furniture	Narrate	70	64	62	70.5	71.25
	Footprint	70	64	62	70.5	71.25
	Traxx & Tiles	70	64	62	70.5	71.25
	Xsite	70	64	62	70.5	71.25

	Xsede	70	64	62	70.5	71.25
	WorkAble	70	64	62	70.5	71.25
	Canopy	70	64	62	70.5	71.25
	Cetra	70	64	62	70.5	71.25
Freestanding Furniture	Footprint	70	64	62	70.5	71.25
	Priority	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	Fixt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Stow	60	57	53	60.5	61
	Scenario	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	Fluent	60	57	53	60.5	61
	Guide	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Sanctuary	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
Storage	Footprint	70	64	62	70.5	71.25
	LF Files	60.5	57	55	61	62
	Fundamental Files	60.5	57	55	61	62
	Priority	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
Seating	Abbott	59.5	56.5	52	60	61
	Acapella	59.5	56.5	52	60	61
	Adagiato	59.5	56.5	52	60	61
	Alpine	59.5	56.5	52	60	61
	Arpeggio	59.5	56.5	52	60	61
	Beo	59.5	56.5	52	60	61
	Bloom	59.5	56.5	52	60	61
	Boyd	59.5	56.5	52	60	61
	Clairmont	59.5	56.5	52	60	61
	Collage	59.5	56.5	52	60	61
	Enjoy	59.5	56.5	52	60	61
	Event	59.5	56.5	52	60	61
	Flip	59.5	56.5	52	60	61

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	Greer	59.5	56.5	52	60	61
	Helio	59.5	56.5	52	60	61
	Independence	59.5	56.5	52	60	61
	Itsa	59.5	56.5	52	60	61
	Joelle	59.5	56.5	52	60	61
	Joya	59.5	56.5	52	60	61
	Lusso	59.5	56.5	52	60	61
	Meadow	59.5	56.5	52	60	61
	Nash	59.5	56.5	52	60	61
	Nate & Natty	59.5	56.5	52	60	61
	Niles	59.5	56.5	52	60	61
	Pairings	59.5	56.5	52	60	61
	Pep	59.5	56.5	52	60	61
	Physician Exam Stool	59.5	56.5	52	60	61
	Poly	59.5	56.5	52	60	61
	Pose	59.5	56.5	52	60	61
	Shore	59.5	56.5	52	60	61
	Splendor	59.5	56.5	52	60	61
	Spruce	59.5	56.5	52	60	61
	Stature	59.5	56.5	52	60	61
	Sycamore	59.5	56.5	52	60	61
	Theo	59.5	56.5	52	60	61
	Tucker	59.5	56.5	52	60	61
	Villa	59.5	56.5	52	60	61
	Wilder	59.5	56.5	52	60	61
	Wish	59.5	56.5	52	60	61
Tables	Bloom	59.5	56.5	52	60	61
	Contemporary	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	fiXt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Overbed	60	57	53	60.5	61
	Pose	59.5	56.5	52	60	61
	Scenario	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Villa	59.5	54	50	60	61
Accessories and Technology Support	Perks	60	57	53	60.5	61
	Jolt	60	57	53	60.5	61

Repair Parts non-warranty Net pricing						
Insert additional rows as needed						

Other Required Services for UC Locations - to be offered by Dealer for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates**	**Comments**
Design Services	$66.30	NOTE: Design Services is offered hourly or as a percent% off discount (2% of List)
Project Management Services	**$73.44**	
Asset Management (e.g. Dealer tracks ownership at campus level)	n/a	
Demolition (breakdown and removal or repacking of old stock)	$53.04	
Other - Insert rows as needed		

Storage	**Rate per Sq. Ft.**	**Comments**
Storage (for anything beyond the mandated 30 days)	$1.57	

Labor/Installation - Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate (Standard used for Basic Installation and not to be less than UC Fair Wage-Fair Work rate paid to installers), while taking into consideration the labor activity required for the installation and the local labor regulations.	**Hourly Rates**	**Comments**
Basic Installation Rate (utilizing Standard Labor)	**$53.04 - $65**	$53.04 Irvine, UCLA, Riverside, San Diego and Santa Barbara $65 for UC Merced, Berkley, Santa Cruz, San Francisco, UC Davis

Services Associated with Discount off List

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Drop Ship Delivery has two options:
• Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.
• Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.

Dealer Delivery/Basic Installation Services will include:
• Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
• Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
• Removal and disposal of any packing materials (removed from UC site/property).
• ADA compliance (required)
• Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
• Processing of any necessary freight/damage claims.

Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:
• All services described in above Basic Installation.
• Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
• Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

Design Services
Design Services are usually utilized for a Complex Installation project. These same design services are available when using Drop Ship Delivery or Basic Installation and are quoted as an additional hourly cost. Pricing for design services include, but are not limited to:
• Maximum of Two Designs
• Up to Two Major Design Revisions (changes > 30%)
• Fully-annotated 2D and 3D CAD renderings for initial design and all revisions
• Complete Installation Drawings
• Site Verification and Field Measurements prior to Furniture Order
• Verification of all Critical Measurements taken from Architectural Drawings
• Furniture Electrical Plans (Note: Client/Customer responsible for coordination and implementation of the building electrical/data per furniture plans.)
• Signed Furniture Plans required prior to Specification of Furniture
• Furniture Installation is ADA and California Building Code compliant

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• All Finish and Product Samples as needed/as requested; Help and Consultation in the Selection
• Attendance at Required Meetings

Installation Job Site Expectations

• All necessary tools and equipment required to install per the drawing or quote
• Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
• Reasonable access to the space; Access to hoisting and/or elevator service
• Job site to be free and clear of debris
• Containers for the disposal of packing materials off-site
• Service work not be hindered by other trades, product tools, equipment

Exclusions, which are the customer's responsibility, are:

• Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
• Connection of phone and data lines to the building source

Exclusion, which would incur additional labor and equipment cost, is:

• Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Installation labor for a Basic Install or a Complex Install are expected to be conducted during normal business hours, M-F, 7:00am-4:30pm local time, and confirmed by each UC location. Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard labor rate (not to be less than UC Fair Wage-Fair Work rate (currently $15.00 per hr.), taking into consideration the labor activity required for the installation and the local labor regulations. The quoted hourly labor rates are required to be displayed in a detail breakdown on the quote, i.e., number of hours, number of crew, etc. and will include any overtime or "after hours" work, such as evenings, weekends, and holidays.

EXHIBIT C - UC SUSTAINABILTY REQUIREMENTS

Below are excerpts and links related to recent revisions made to UC's Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29): https://policy.ucop.edu/doc/3100155/SustainablePractices
- UC SUSTAINABLE PROCUREMENT GUIDELINES: https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf

UC Sustainable Practices Policy – Sustainable Procurement

E-COMMERCE REQUIREMENTS

Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
2) Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

PACKAGING STANDARDS

UC Standards for packaging materials were listed within the RFP. Supplier must meet one of these goals and (if not mandatory), adhere and/or demonstrate movement toward the other packaging goals. Goals and advancement should be detailed during Business Reviews.

All packaging delivered to the UC must be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

a) Uses bulk packaging;
b) Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
c) Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
d) Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
e) Uses locally recyclable or certified compostable material.

PACKAGING FOAM BAN

By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.

Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

ELECTRONIC TRANSFER OF SUPPLIER INFORMATION

Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

ENVIRONMENTAL MARKETING CLAIMS

All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf).

UC Sustainable Procurement Guidelines

GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING

Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (http://supplier.kp.org/formsreqs/KPEPPStandards.pdf), including, but not limited to:

a) Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
b) Polyvinyl chloride (PVC)
c) Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
d) Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
e) Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
f) Antimicrobial/antibacterial agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

FURNITURE SUSTAINABILITY STANDARDS

These standards are applicable to all new individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. marker boards and tack boards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture.

These standards do not apply to office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

Minimum Required Criteria:

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
   a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).
   b) Be free of the 5 classes of chemicals of concern described below:

      1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
         a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
         b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
            i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
            ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
      2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
         a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
         b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
         c. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
         d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
         e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance

documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).

1. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
2. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
3. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

Preferred Criteria

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
  - GOTS
  - Standard 100 by Oeko-Tex
  - STeP by Oeko-Tex
  - Cradle to Cradle
  - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

Documentation Requirements

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

Definitions for this Exhibit

Antimicrobial chemicals:

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

Flame retardant chemicals:

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above 1,000 ppm.

Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.

- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

Volatile Organic Compounds (VOCs):

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.

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EXHIBIT D – UC Reporting Requirements

UC System-wide Purchase and Usage Reporting

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within thirty (30) business days from the close of the previous quarter. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. Note: An exception is provided for ANR locations; such locations volume/rebates to be included in reporting for the 'hosting UC campus', providing procurement services for the ANR location.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -June quarter
- Oct: for the prior July-Sept quarter

Sustainability Reporting

Supplier shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator.

The usage report shall be submitted each quarter, within thirty (30) business days from the close of the previous quarter, mirroring the schedule above. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier)
- Campus location and Purchase Order Number
- Order date or invoice date
- Customer number
- Ship To Address
- Product Category (systems furniture, conference, seating, lounge)
- Manufacturer Name
- Manufacturer Product Number
- Item Model Name
- Item Description
- Unit Price**
- Extended Price (quantity x unit price)
- Total Weight (lbs.)
- Pre-Consumer Recycled Content per unit (%)
- Post-Consumer Recycled Content per unit (%)
- Hard Surface Material (e.g. laminate, veneer, etc.)
- Textile Certifications to the best of Supplier's ability – based on textiles used within the 'product units reported' per campus (components are not reported)
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold)
- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold)
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three)
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N)

**Installation and delivery charges should not be included in the furniture unit price.

Reporting of Patronage/Incentives

Supplier shall provide Incentives Reporting to the UCOP Contract Administrator, detailing amounts paid directly to UC Locations, of UC specific rebates of product sales or service to UC Locations, and the data which supports those payments.
Supplier agrees to provide a UC Sales, Incentives/Patronage, and Sustainability Purchase data report to the UCOP Strategic Sourcing Administrator.
http://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting.html

Assistance on completing the form: strategicsourcingreports@ucop.edu
Deadlines for submission of the data report are as detailed above. Quarters reflect UC fiscal year, July-June.

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EXHIBIT E – UC Ergonomic Requirements

The term 'minimum' as used in this section is not a minimum mandatory requirement, or a 'hard specification', it is considered a target measurement or typical desired range, and therefore some variance will be considered and allowed.

A. Seating--
Task Seating
Basic Features:
Chair seat swivels easily on a five-leg pedestal base with casters.
Casters are available for different floor surfaces such as carpet, hardwood, and linoleum -
Adjustment controls - easy to adjust from the sitting position and clearly marked to indicate function
No sharp or hard edges anywhere on the chair or controls
Weight capacity of chair is:
Minimum: At least 250 pounds
Preferred: At least 275 pounds
Five-year minimum warranty
Chair adjustment instructions provided to end user

Seat Features:
Seat height – adjustable at least 4.5 inches within the range of 15 – 22.5 inches from the floor to top of the seat
Seat depth
Minimum: If non-adjustable, seat should be no greater than 17" depth.
Preferred: Adjustable seat depth - provides up to 4 inches of forward/backward seat pan movement, range must include 17" seat depth.
Seat pan angle
Minimum: If seat angle does not adjust, seat is designed with a slight backward or forward angle.
Preferred: Seat angle range has at least 6 degrees of user-controlled adjustability, from leaning forwards to leaning backwards.
Seat pan width minimum of 18 inches/
Front edge of seat is rounded.

Backrest Features:
Backrest height - top of backrest is at least 17.7 inches above the seat (1, pg. 82).
Backrest height adjustability
Minimum: Entire Backrest and /or lumbar support adjustable within the range or 6 - 10.5 inches above the seat 1.
Preferred: Entire backrest and/or lumbar support adjustable from 6-10.5 inches above the seat.
Backrest width - at least 14 inches
Backrest shape
Minimum: Backrest is curved at the lower portion to support the lumbar area
Preferred: Backrest should curve outward towards seated user, especially at the lower portion to support the lumbar area (1, pg. 83).
Backrest angle
Minimum: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to slightly reclined position (105 degrees)
Preferred: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to recline position (120 degrees). User-adjustable headrests are necessary for chair reclining greater than 120 degrees
Backrest angle lock -
Minimum: Backrest can move freely with user-adjustable resistance.
Preferred: Backrest can be locked into various positions.
Armrest Features:
Armrest height
Minimum: adjustable and within the range of 7-10.5 inches.

Preferred: adjustable from at least 7 to 10.5 inches above seat.
Armrest width
Minimum: At least 18 inches of clearance between armrests.
Preferred: At least 18 inches of clearance between armrests and arm-rests adjust in/outwards and pivot.
Armrest shape – smooth, flat, padded with no hard edges or materials.

Value-added Features: Required
Chairs are delivered to campus assembled.
Instructions for warranty and maintenance issues are provided.
Available in fabric and vinyl.
Samples available for Ergonomic Program review and demo rooms.
Speed of delivery/quick ship.

B. Work Surfaces
Free Standing Height Adjustable Table
Basic Features
Height adjustability minimum from 22 to 48 inches. Prefer entire work surface is user height adjustable (electric or crank system) within the above range.
Width of top surface: Shall have a minimum of 48 inches of usable desk surface with a minimum of 41 inches unobstructed leg room underneath
Work surface Depth (with no obstructions for the legs): Shall be a minimum or 24 inches deep. 30 inches or more preferred
Thickness: No greater than 1.5 inches
Finish: Matte finish
Edges: Rounded front edges; no sharp corners, cut-outs, or edges
Stability: Shall be structurally rigid and stable. Shall support at least 200 pounds

Value-added Features: Required
Tables are delivered to campus assembled.
Instructions for warranty and maintenance issues are provided.
Samples available for Ergonomic Program review and demo rooms.

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EXHIBIT F – UC Dealer Network and Capabilities Summary

Kimball's Authorized Dealers for UC

The below list of Dealers, is current as of the signing of this Agreement. Kimball Primary Dealers assigned to the UC, may be changed by mutual agreement or per UC request, per RFP requirements. In addition, Supplier reserves the right to add or delete a UC Primary Dealer, should it be required owing to a change in Supplier's business relationship with that Dealer, necessitating the change. In that event, should the UC request it, a new Dealer, with equal capabilities, shall be established within a similar or superior, proximity to the UC(s) as was the deleted Dealer. Any change of this nature (addition or deletion), over the lifetime of this Agreement, shall be made in writing, ninety (90) days in advance of addition and/or deletion of Dealer and shall not work to the detriment of any current projects, in process with any UC Locations.

Dealer #1	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
CPM One Source **601 West 5th St. #101** **Los Angeles, CA 90071** **Contact: Ted Afetian** **PH: 310-208-8880** **E: ted@cpmonesource.com** **Diversity: SBA**	UCLA UCLA Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
Dealer #2	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
B+C **1060 J St. San Diego, CA 92110** **Contact: Carlos Arzola** **PH: 619-565-5371** **E: Carlos@bcfurn.com** **Diversity: MBE**	UC San Diego UCSD Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
Dealer #3	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
Seats & Stations **1430 Blue Oaks Blvd #150** **Roseville, CA 95747** **Contact: Dennie Moreno** **PH: 916-786-8005 ext 112** **E: dennie@seatsandstations.com** **Diversity: WBE**	UC Davis UCD Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
Dealer #4	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
Quality Office Furniture **23825 Via Del Rio** **Yorba Linda, CA 92887**	UC Irvine UCI Medical UC Riverside		Receive, Deliver, Installation, Reconfiguration,	Los Angeles, CA.

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Contact: Jason Sullivan **PH: 714-692-6667** **E: jsullivan@qualityofficefurn.com** **Diversity: WBE**			Design, Project Management, Moving services	
Dealer #5	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
Systems Source, Inc. **530 B Street, Ste. 110** **San Diego, CA 92101** **Contact: Rosemarie Smith** **PH: 619-822-2453** **E: rsmith@systemsource.com** **Diversity: WBENC**	UCSF, UCSF Medical UC Berkley, UC Santa Cruz, UC Merced, UC Santa Barbara		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.

EXHIBIT G – UC Additional Terms and Conditions

1. Administrative Fees and Incentives

In addition to OMNIA Partners administrative fees associated with manufacturer's sales under this contract; 1) Supplier shall provide a UC specific rebate of 2% of manufacture's product sales to UC; 2) Dealer shall pay 2% of 'Other Manufacturer's' product sales; 3) Dealer shall pay 2% of Dealer Services to UC; such amounts to be paid quarterly, directly to the UC locations, for the duration of any contract resulting from this RFP process. The amount of quarterly rebate provided to each UC location will be calculated based on the total of product and service billed and paid for each location. Note: Each UC location will have the right to modify proposal pricing for an individual campus, up to 2%, in the event a UC location decides not to implement a rebate program. Instructions for reporting and the Contacts for Payment of Incentives, can be found at https://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting-files/patronage-and-incentives-contact-list.pdf

Instructions

Respond to each question in the questionnaire sheets.

Note

Certain question types are not supported in Excel format (such types are highlighted in the template). Responses to these questions need to be provided on the application.
Data provided through this file will overwrite any existing data on the application.
* Indicates that the question is mandatory and must have a response.

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Questionnaire Name: *	Company Profiles/General Capabilities
Questionnaire Description:	Company structure, qualifications, and capabilities

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Company Profile - Provide an introduction and general description of the company's background, nature of business activities, and years of experience in providing office furniture and product support.	-	Kimball is an Amercian Manufacturer based in Indiana. Kimball has several sales and manufacturing locations throughout the United States. We manufacture private office, seating, tables, storage, and panel systems using multiple materials such as wood, metal, laminate, glass, etc. Our Office Furniture division was started in 1970 manufacturing casegoods and storage items for the work place. Since then we have evolved into systems manufacturing, metal manufacturing, and added Healthcare and patient care furniture in 2014, We continue to expand our quality offering to provide choice in the work place, in the education space and the family and patient care spaces. We partner with over 300 distribution networks throughout the county, London, Mexico, and the Middle East. We believe that space should be functional and provide comfort and well being
-	2	Proposer's Staffing and Qualifications - Indicate the name and title of the person who will have the overall account management responsibility as specified in this RFP. Provide a brief resume of the account manager's background, training, experience and length of time with the company. Specifically discuss the individual's experience in managing a program of similar size and scope as described in this RFP.	-	Upon award of contract Kimball will hire a respected and knowledgeable account manager for the entire UC System. They will be based in California and be available to all campus locations. Our intent is to hire an account manager with 5 + years experience with office, education and healthcare environments. The account manager would have design and project management experience and have an overall understanding of furniture. We would work in partnership with UC to ensure you have input regarding the right candidate.
-	3	Employee Training - Describe employee hiring requirements and training policy for any staff who would serve the UC.	-	Kimball has QR&R's (Quality Roles & Responsibilities) for each postion within our organization. We conduct panel interviews and numerically rate the candidate on job knowledge, willingness to stretch and learn, culture fit, and ethics. Kimball provides onboarding with basic training around our mission, guiding principles, ethics, work place harrassment. We also provide technology training and website training. We continue the training with products, competitive knowledge, operations and planning awareness, sales processes, and finally mastering the complex project. Non sales roles are focused on the initial onboarding plan as outlined above and then designed for the specific role they will be performing. Once an employee is proficient in their role, we cross train to other job roles to provide opportunity for growth and ability to respond to the changing needs of the market. Kimball also provides an online self training tool for employees that want to continue their education in soft skills and other areas. Kimball is in the process of redesigning our Kimball University for all new employees and employees joining our company through acquisitions. The initial roll out will be sales and product focused.
-	4	Dealer Network - Utilizing Attachment 1 - Product Categories and Dealer Network, please detail your dealer network and the nature/strength of the business relationship (e.g. are they a Primary Dealer). After completion of both Tabs, you will be asked to upload the attachment here . Note: The UC prefers to manage the fewest number of Dealers as possible, while still providing the specified high quality services to the UC locations. In addition to completing the Attachment, please provide comment here, as to your choices/rationale. Similarly, the UC desires consistency in services and related pricing.	-	*Kimball maintains strong partnerships with dealers nationwide. While considering the importance of consistency and quality, we are utilizing 12 of our strongest dealer partners to service the UC account. These dealers are already familiar with the UC account as they are a part of the current UC Contract with Kimball. The majority of these dealers are Primary dealers to most UC campuses while the remaining are equally commited to our partnership with UC while being a secondary dealer on certain campuses. These dealer partners were strategically selected to sell, service, and install UC product offerings based on their proven service capabilities, expertise, and alignment with our unwavering principles around customer satisfaction.*
-	5	Sub-contracted work - Describe any plan to subcontract portion of the work described in this RFP (example: Dealer Services vs. MFG provides All Services, Direct Factory Shipping 3rd party to customer, etc.).	-	Kimball is a manufacturer and the majority of our service model is in support of our distribution channel. However, we welcome direct customer access to our customer service, our web site, our factories (tours). The services we provide our dealers is a dedicated customer service contact, training, dedicated account managers for major projects and accounts, forums for best practice sharing, and business leadership consultations. Our dealer provide on site and order project management, design/specification, warehouseing/stroage, asset management, change management services, installation, product maintenance, repair and reupholstery, warranty services, reconfiguration, and other services as needed. Kimball provides direct to dealer or direct to customer shipping services. Freight costs are included in our product price.
-	6	Subcontractors/Suppliers - Please detail your policies, and process as it relates to the selection of subcontractors, materials providers, and/or manufacturing partners. Please include any requirements around location/country, size and/or diverse nature of their business practices.	-	Kimball specifically looks for small businesses, diversity, and most importantly the entrepreneurial spirit. We often help start up dealerships with loans or grants to supplement their start up costs. We look for a business plan that includes executive summary, dealerhsip summary, product and services plan, market analysis, sales and marketing strategy, management summary, short and long term financial plan. Our dealers sign a dealer agreement that outlines our expectations around services and performance as well our right to assist them to improve their performance if neccessary or termination. We provide onboard training on products, history, culture, technology tools, specification, anti trust, clean market rules, etc. We
-	7	Required Categories - Manufacturer must demonstrate they can supply product (5 required categories and item types) listed in Attachment 1 - Product Categories and Dealer Network to this RFP. It is located in the Attachments Section of this RFP. After completing Attachment 1 (previously uploaded into question 4 - Dealer Network), use the space here to indicate your compliance/ability to provide Proposer's manufactured product in all 5 categories (Systems, Free Standing, Storage, Seating, Tables) which align to UC Sustainability & Ergonomic requirements.	-	Kimball offers a variety of furniture that fit into all 5 categories of products the UC requires plus many more as displayed in Attachment 1.
-	8	Manufacturing Locations - Please provide the location(s) of your manufacturing plants.	-	Kimball owns manufacturing facilities in Jasper, IN and Salem, IN. Some Kimball products are also manufactured in other facilities located in High Point, NC, Archdale, NC, Baltimore, MD and Red Lion, PA.

-	9	Emergencies - What systems does your company have in place to handle emergencies in an efficient and timely manner during business and non-business hours(please include non-delivery of product)?	-	The emergency resolution process starts with an email or phone call to your dealer account manager. Working with their internal customer service team, a mutually agreed upon resolution is put in place. When needed, the dealer's leadership team may be involved. Should the issue need further attention, your Kimball account manager and customer service representation, along with their leadership contacts, are brought in, depending on the nature of the problem. Kimball manufacturing personnel may also opt make a site visit for issue identification and resolution. We continually work together to ensure your trust in our products and services. Our dedicated Kimball account managers will answer incoming calls within 10 seconds, in addition to quick responses to emails and other forms of communication. Kimball Customer Service is available by phone or email from 7:30am – 6:00pm EST. All incoming calls are routed directly to the appropriate Account Manager supporting your region. This person has the autonomy to make decisions and effectively manage all details about your project. We recognize that most of our customer contact happens through our network of trusted dealer partners, so we work closely with them to ensure that they are meeting our customer's needs. Certain Kimball dealers may have after-hours on call assistance for emergency circumstances. Working closely together, our Sales, Customer Service, and dealer partner ensure that your everyday needs and any emergency situations are met with each interaction. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers.
-	10	UC Specific Implementation Plan -A Proposer is required to provide an implementation plan with their proposal, covering the items below. Proposer is requested to outline the plan as a narrative answer to this question. If needed, a supplier may provide an additional document within Supplier Attachments. This plan should align with the various facets of this RFP and should target an activation date of November 1, 2020. Any finalist will be asked to further detail this plan in a presentation to Evaluators, at the Phase II Mock-up Event. For the purposes of Phase I submittal, a proposer should more generally outline a plan and timeline for the UC, covering (minimally): o Catalog development w/ Price Discount List noting period of time needed (if any) to identify the lines that align UC Requirements (Sustainability and Ergonomics), on the Pricing Discount List o Ecommerce Integration o Campus Profile Development o Testing and Pilots o Campus Training o Marketing and Business Development	-	As a summary Kimball is able to provide the University of California a well thought out implementation plan. Part of that plan includes setting up an e-catalog in the form of a hosted catalog that is based on the standards offering of products with the ability to quote small and large projects. While utilizing an ecommerce team lead/project manager that's specific to the UC we will build this program and focus as well on the necessary training that will be needed for each campus. Each campus location will have their own campus profile that's unique to their needs. While we will use many employees to make our full plan successful(Account Managers, Finance, Training, etc.) we will rely on two key team members: Vikki Gibbs West Sales Director responsible for resources and ultimate success of our proposed service model. Rhonda Hammack, Director of Public Sector is also available as a resource and support for the UC team. Kimball will be marketing jointly with Omnia and with University of California to create a full market plan with announcements, campus events, meet and greets, and more to keep our partnership in sight on all campuses. Please see attached UC Specific Implementation Plan for full details.
-	11	Higher Ed Project References - Please detail 2 large projects, which were performed over the last 12 -18 months. This can include UC projects. Please provide basic project details; approximate size ($), scope, style of furniture used, timeline, on-time delivery and install dates, and any problems to resolve, etc. . Please provide contact information (Name and Phone Number). An attachment is provided.	-	1. Laredo College, Mr. Cesar Vela, 956-722-0521 Yeary Library - $800K, Narrate, Pairings, Villa, Dock training, Flip seating, Priority private offices, KORE tables, Wish task seating, Stature executive seating, Event seating, Joelle ottomans. Cigarroa Science Building - $700K, Dock training, Flip seating, Priority Faculty Offices, Wish task seating, Joelle lounge, Villa lounge 2. Oklahoma State University, Dr. Ken Eastman, Dean, 405-744-5075 Spears School of Business- $1M, Priority private offices and some seating
-	12	Company References - The Proposer should provide 3 non-University (i.e. UC) references that that clearly demonstrate the Proposer's proven capabilities in performing services of similar size and scope to those required by this RFP.	-	1. Charter Communications- Susie Glass, Sr. Director of Real Estate, 704-731-3133, susie.glass@charter.com 2. Uline- Tyler Igyarto, Building Services Coordinator, 262-612-4200, tigyarto@uline.com 3. Mercy Health- Kelly Dames, Manager of Facility Planning & Design, 513-952-4836, kdames@mercy.com
-	13	Ecommerce #1 - Capabilities 1- Are you currently eCommerce ready?	-	Yes .
-	14	Ecommerce #2 Current Capabilities- Noting this capability is a requirement of any awarded Supplier, within 18 months of contract signing, we ask you to describe the e-commerce capabilities that can be currently provided through you and/or your 'primary' dealers. Please specify your capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. If you are not currently e-Commerce ready, when do you plan to be? Please specify your planned capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. Please reference Guidelines/Prerequisites Section of this RFP for description of UC e-commerce preferred requirements.	-	1. Punchout is the catalog type utilized 2. The PO transmission method used is cXML 3. Invoicing will be made on the marketplaces (Jaggaer, Ariba, etc.) by flipping the orders.
-	15	Ecommerce #3 Capabilities - Please detail your or your dealer's Invoicing capabilities. Address electronic (cXML or EDI) or other paperless processes you support.	-	Kimball currenthly supports EDI and cXML invoicing options with our dealers.
-	16	E-Commerce #4 Platforms - Please specify which eCommerce platforms you have integrated with, e.g. Jaggaer, Ariba, Oracle?	-	Kimball's eCommerce platform has integrated with Jaggaer, Abira, and PeopleSoft. They are equipped to integrate with potentially any platform that supports cXML
-	17	E-Commerce #5 Platform Responsibility- Is your eCommerce platform provided and maintained by you, your dealers or a 3rd party? If provided by your dealers, how many different platforms would we be integrating with?	-	The eCommerce platform Kimball uses is provided by a 3rd party called SnapTracker. Our dealers will familiarize themselves with the platform to be able to service the University with your e-procurement initiatives.

-	18	Ecommerce #6 Quote Retrieval Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.	-	The eCommerce platform Kimball uses has this capability. The dealer will upload a .sif file which is then turned into a quote for the University to pull onto the marketplace platform as a requisition.
-	19	Ecommerce #7 -Configurable Items- Does your platform support custom configuration of items (e.g. fabric choice), within the punchout shopping experience? Please describe how this is passed back to the eCommerce system and is it customizable for the customer's needs (change wording)	-	Yes, the platform currently used supports custom configuration of items. This is customizable based on the University's needs of what items you would like to purchase or may be standardized on.
-	20	Ecommerce # 8 Sustainability Flag- Does your platform provide the ability to flag given products, denoting particular qualifications (e.g. recycled content) within the shopping experience? Can the flags also be passed back to the eCommerce system's shopping cart? Please provide details regarding your capabilities.	-	Sustainability classifications that are tracked by Kimball can be included at a product level within our e-commerce platform. Kimball will work directly with the you to custom fit the e-commerce solution.
-	21	Invoice Detail - Are you, through your primary Dealers, currently capable of detailing charges for project management, design services, and installation (i.e. labor hr. and rates) on any invoices provided to UC? Please describe and provide an example within supplier Attachments, if possible. Can this detail be extracted/identified in your reporting?	-	When invoiced by Kimball, dealer services are by line item without detail (labor hours, rates, etc.). Sample copy is attached. Our dealers provide the service details on their quotes to the campuses and may also have the ability to add it to the invoices when the PO is made out to them. For Kimball invoiced orders, services are set up as "model number" so that it can be easily pulled in and identified on quarterly reports.
-	22	Payment Method - Please specify ALL of the payment methods you accept and state your preferred method. Payment methods are: Ghost/P-card, Virtual Card, ACH or Check. Additionally, have you specifically worked with Payment Plus (US Bank virtual card service) or PaymodeX (ACH service).	-	Kimball is able to accept the following payment methods: Ghost/P-Card, ACH, or check. ACH is the most commonly used.
-	23	NATIONAL PROGRAM Exhibit A – Response for National Cooperative Contract: This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A Questionnaire refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners. A proposer must complete each question within the attached form.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	24	NATIONAL PROGRAM - Exhibit F - Federal Funds Certifications – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Proposers must read, complete form and submit.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	25	NATIONAL PROGRAM Exhibit G - New Jersey Business – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statues. Proposers must fill this out this form.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	26	NATIONAL PROPGRAM Breadth of Product - Utilizing input from Attachment 1, please state your TOTAL number of Furniture Categories offered and your TOTAL number of Product Items offered for a National Program (meeting Ergonomic Requirements but not required to meet UC Sustainability Requirements).	-	Kimball offers 560 items that fall into the appropriate product categories while 405 of those items meet the Ergonomic requirements.

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Questionnaire Name: *	Program Pricing Responses
Questionnaire Description:	Attachment #2 - Pricing

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Attachment 2 Upload -Proposer is instructed to complete Tabs 1 through 3 of Attachment #2 - Pricing - Product and Service (provided in Attachments Section) and upload here . If needed, you may provide comment.	-	
-	2	Sample Project Quote - Proposer shall produce a quote for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the quote.	-	
-	3	Sample Project Invoice - Proposer shall produce an invoice for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the invoice.	-	

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Questionnaire Name: *	Sustainability
Questionnaire Description:	xxxxx

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	UC Policy Review - UC has recently issued a revision of their Sustainable Procurement Policy, which has goals & minimum standards related to the furniture commodity. This information is available to you on Exhibit 4 showing excerpts as well as links. Please indicate these were thoroughly reviewed by you, prior to answering questions.	-	Yes
-	2	Does you have publicly declared carbon, water, and waste reduction goals and does your company track and publicly report on meeting those goals? If so, describe the scope of each of these initiatives and describe your progress in meeting your goals, using quantitative details.	-	Kimball tracks and reports our greenhouse gas (GHG) emissions through the Carbon Disclosure Project. Our waste to landfill has resulted in a 39% year to date reduction due to our efforts and internal Corporate Recyling Center. Water usage is a primary key performance index in our resource management and Kimball has achieved year-over-year decreases for the last 9 years. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis.
-	3	Does your company offer, or are you planning to offer, carbon neutral products? If so, what is the scope and timeline for the offering and how is a carbon neutral product defined? (e.g. manufacturing only or manufacturing and supply-chain or other)	-	Many of the products we offer use wood as a major component. Materials such as MDF, particleboard, and soft plywood used in lounge and seating products are considered climate neutral materials. This fact has been determined by the Composite Panel Association (CPA) and the American Wood Council through the completion of industry LCA's and the development of industry Environmental Product Declaration (EPD). Industry EPDs for these materials indicate carbon sequestering in the wood content exceeds the amount of greenhouse gas emissions (GHG) associated with the boundary and scope of the assessments more than 2:1 times. Based upon the data found in the 3rd party verified studies, it can be determined these materials are deemed to be not only climate neutral, but climate positive.
-	4	Is your company a signatory to the UN Global Compact?	-	Kimball is not a signatory to the UN Global Compact. We adhere to or surpass all regulations, general industry standards, various furniture industry standards, along with any specifications we establish in support of programs we manage, or certifications we hold as Kimball. We are committed to not only meeting current environmental and social standards, but also setting new ones. Our employees, customers, and communities have shaped our culture, and we believe that together we can create a better world.
-	5	Are any of the furniture manufacturer's supply chain manufacturing factories/facilities SA8000-certified? If yes, list the quantity and percent of certified facilities within their supply chain.	-	Although Kimball is not SA8000 certified, we ensure human rights are valued and respected in our own manufacturing facilities, as well as our supply chain. Relative to labor and human rights, we have basic survey questions that are asked of our suppliers, and on site visits are conducted before we engage in formal business relationships with suppliers. They are also visited periodically and as needed.
-	6	Packaging - After reviewing policy and guidelines, please discuss any use of 'packaging foam,' as defined by the UC in Exhibit 4 of the RFP Event Summary document. Include details as to how your team will manage the product packaging/shipping materials during installation to ensure product packaging/shipping materials are not landfilled.	-	Kimball is replacing traditional synthetic materials wherever possible. We've eliminated almost all polystyrene packaging, replacing it with paper. These paper products are 100% recyclable.... After reviewing the "packaging foam" section in Exhibit 4, it was determined Kimball still occasionally uses polyethlyene foam when packaging some seating products. Majority of the foam used is Instapak® which is a plant based formulation. Instapak® foam makes an immediate positive impact on both the environment and our customers' bottom lines through superior performance and reduction of material usage. Instapak®can be diverted from landfills via a worldwide foam return program.
-	7	Redeployment - Explain if you can provide (through primary dealers) any programs to assist with redeployment of existing product, including any storage or tracking for that purpose. Please begin by noting the items that can be provided free of charge and finish with any services for which there are charges associated.	-	Our primary dealers offer storage management and asset management software tracking devices for customers who want to redeploy assets with the organization or to other users who may be outside the organization. The scope of these projects is determined by customer objective and are quoted individually based on the scope provided. Typically the initial walkthrough is included at no charge. One of our primary dealers uses a SnapTracker, which is their web-based asset management solution that tracks and manages your assets from purchasing and deployment to refurbishing or disposal. They subcontract companies for warehousing/storage that can accommodate and hold any overhead product. For these services the University will be charged per square foot. These programs include resale, repurpose, and recycling of products with an added option of converting waste to clean energy.
-	8	End of life - Any Proposer awarded a contract as a result of this RFP, will be required to offer a version of an end-of-life take-back or re-use program to the UC, for a reasonable added cost. A supplier is requested to detail that program here and to state the cost or if it would be offered 'Free of Charge'. Examples would be programs promoting the reuse of old product (i.e. recycling, take-back program for restoration or resale, or a section within UC 'punch-out' (e-procurement integration with your website) for available product pieces, timeframe, and contact which can be posted by the UC). Describe how the system is designed to minimize waste to landfills at the end of its useful life. Give a specific example of how the system can be easily recycled. If the manufacturer has a product-take-back program provide program details as to how it works, costs, logistics, etc.	-	Upon award of a contract, Kimball will discuss and collaborate to create a custom plan for end of life product take-back programs for the needs of the University of California campuses. Kimball products can be disassembled without special tools, and materials separated and sent for recycling. Our 'Material Recovery Opportunities' document is available on our website (see attached document), which provides high-level summary information about solid waste management for furniture materials. This information was developed to aid in determining disposal options and recovery values for recycled materials. *upload material recovery opportunies from website as attachment*

-	9	Parts Sales - A proposer is required to offer/sell parts for your products to use in UC in-house repairs. Do you provide them on all lines or limited lines? Provide specific examples, including what can easily be replaced/repaired on-site. How many years after production ends, do you continue to offer these? what is your standard mark-up on these parts and/or method of pricing? Do you encourage those purchases by providing a discount structure?	-	Kimball offers service parts for almost all of our products. A specific example of an item that is easily replaceable would be chair parts such as casters, arms, and arm pads. Kimball offers touch up paints and wood markers for items to be easily repaired and touched up in the field to cause minimal disruption as possible. If the service part does not exsist or has been discontinued and the product is still within warranty, we will replace with a comparable unit. Service parts are typically not discounted.
-	10	LEED/BIFMA - In alignment with the UC's Green Building Policy, all new buildings are required to achieve a minimum of LEED Silver certification, with a goal of LEED Gold certification, including MRc4. Describe your company's experience working with project teams in providing LEED-related product compliance documentation, both for MR(v4) and EQ credits. The successful Proposer will be expected to be a partner in ensuring project furniture contributes to achieving applicable LEED MR v4 and EQ credit criteria, including the MR v4 Building Product Disclosure and Optimization credits. Who from your company will be the point of contact for these projects and what is their experience in supporting LEED v4 compliance and documentation requests? Does either point of contact have experience supporting WELL or other green building projects?	-	Kimball products meet Indoor Advantage program requirements and are third party certified by SCS Global Services (SCS) to the BIFMA Furniture Emissions Standards and LEED ® requirements. Our products can also contribute to LEED certification credits through Materials & Resources, Indoor Environmental Quality, and LEED Pilot Credits. The process to connect the University of California with our contact with LEED and WELL experience will be to contact the dedicated account manager, who will then contact our R&D team, who will help provide compliance and documentation requests.
-	11	Certifications/Other - Please detail all third party certifications or documentation (as listed on Exhibit 4) are available for each product line. Describe your company's capability to provide material ingredient disclosure documentation (MID or HPD) and Environmental Product Declarations (EPDs) for up to 5 high-volume furniture products for the listed in UC Program Pricing/Product Cost Matrix.	-	Almost all products proposed meet Healthier Hospitals Initiative Safer Chemicals Challenge and are SCS Indoor Advantage Gold cerified. Most Kimball products are BIFMA Level 2 or 3 certified with a few exceptions. Within a mutually agreed upon timeframe, Kimball will provide a summary report containing all known chemicals intentionally added and reported on available Safety Data Sheets (SDS) for each material contained in the finished product(s) that are available to the Customer. The summary report will address all substrates and surface treatments exclusive of fabrics and textiles which are controlled by the Customer selection process and beyond the authoritative controls of the Supplier. Due to intellectual property and proprietary nature of some materials' chemistry, the summary shall not list the percentage of chemical contained in a specific material.
-	12	Chemicals of Concern - As specified in Exhibit 4, the University has specific Sustainability requirements for furniture. Describe how you plan to ensure that products sold under the resulting price agreement will comply with these and other mandatory criteria contained in Exhibit 4. Describe how your company verifies products are free of added flame retardant chemicals (except electrical components). Include any references to internal or third-party testing, supplier disclosure protocols, etc. As part of your answer, address how you will direct end-users to core material, textile, and surface options that comply with the Sustainability requirements.	-	Since almost all Kimball products proposed meet the minimum requirements, it will be easy for the University of California to source products from us that are sustainable. We will make certain our dealer partners are knowledgeable and understand the requirements as well. When conducting chemical evaluations, we use our knowledge of business operations and chemicals used. Authoritative lists are reviewed, such as HHI and Prop65, to determine whether products are likely to expose individuals to any listed chemicals. This is done by reviewing product information such as bill of materials, gathering Safety Data Sheets to determine the quantity of the chemical in the material, and reviewing supplier provided formulations and declarations, using protocols (such as Pharos, GreenScreen, etc.) to identify hazards and alternatives. Kimball's plan to direct the end user to options that comply with the sustainability requirements is to send the customer to the SCS website or BIFMA Level website so they can see all products listed on the third party's program website. If there are any restrictions, it will be noted on the certificate.
-	13	FSC Certified Wood - It is the preference of the University that all wood-based products, substrates, and veneers not contain any arsenic-treated wood, tropical hardwood or virgin redwood. It is also preferred that seating with wood-based components including composite wood products in the furniture product, including plywood and engineered wood/medium-density fiberboard (MDF) contain only Forest Stewardship Council (FSC) certified wood. REQUEST: 1) Please indicate the percentage of items listed on Attachment #1 that are available with FSC certified wood components or finishes (as applicable); 2) Please indicate if any items proposed on Attachment #2, Tab 3 and Tab 4 that do not meet this preferred specification; 3) Indicate whether the FSC certified wood is standard or is available as an option. If optional, indicate typical percent price premium over the standard	-	Kimball aligns to the principles of the FSC standard Controlled Wood Standard. We have completed risk assessments addressing criteria such as; Illegally harvested wood, wood harvested in violation of traditional and civil rights, wood harvested in forests where High Conservation Values are threatended by management activities, Wood harvested from natural forests that were converted to non-forest uses, wood from genetically modified trees.
-	14	Provide information on any other sustainability innovations applicable to your proposal you think the University should know about.	-	To improve environmental performance, Kimball incorporates environmental thinking into the entire life cycle of our products. Our aim is to minimize harmful environmental aspects without forfeiting the quality or aesthetic of our products. Kimball products are fabricated from wood, glass, metal, and aluminum. Many of our materials have high recycled contents up to 90%. We are committed to using low-emission adhesives, paints and wood finishes. We use water-based adhesives where possible and powder-coat paints on metals. Our environmental program involves the commitment to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment. All Kimball International manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis. Kimball has published an annual Corporate Sustainability Report for the past 10 years, which is publicly available on our website (see attached document for most recent CSR). We also report our Greenhouse Gas GHG emissions through the Carbon Disclosure Project CDP. Various Kimball manufacturing facilities use a wood reclamation system. Wood waste is used to provide steam for heating the building and various manufacturing processes. When purchasing new equipment, energy consumption and waste recycling is a large factor for consideration, along with energy efficient features, such as soft-start and variable speed motors. Kimball's continued commitment to sustainability includes participating in Kimball International's onsite corporate recycling center which recycles 62 different items in more than 15 categories. Products recycled include steel, aluminum, glass, oil, fabric, toner cartridges, plastics, wood, cardboard and electronic equipment, and other materials.

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Questionnaire Name: *	Pricing Terms and Product
Questionnaire Description:	Breadth of product, warranty, and discounts

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	UC Breadth of Product -UC Minimum and Preferred - After reviewing policy and guidelines on RFP Exhibit 4, please populate Attachment 1 - Product Categories and Dealer Services, to detail which categories of furniture you can supply, which meet the Minimum and Preferred Sustainability Requirements and in alignment with Ergonomic standards. NOTE: This attachment has 2 Tabs and was uploaded in previously in Section 2, Q:4 . For the purposes of this question, please state here your number of products (within the 5 required categories) meeting 'Minimum' and number meeting 'Preferred' levels; both to comply UC Ergonomic Standards. If desired, you may also state (seperately) the number of products wihtin other categories meeting those requirements, where applicable.	-	Kimball has 376 product categories meeting minimum and preferred levels of Ergonomic Standards. Kimball has 405 items total including items that fall into the other categories listed.
-	2	Volume Discount – For discounting purposes, how do you define a project? Is the UC able to combine large, planned purchases by different projects/PMs, but happening on the same campus, during the same/similar time period?	-	Typically projects are defined as quoting furniture for a specific customer for a specific location over a certain amount of time. Kimball is willing to negotiate combining large, planned purchases for the same campus happening during the same time period.
-	3	Warranty –A minimum warranty of ten (10) years will apply to 'Seating", with a minimum of five (5) years applicable to all 'other' product. Upholstery is an exception and shall be warrantied for at least three (3) years. Please detail your warranty program and the percentage of your products which are warrantied for longer than the requirement (e.g. % of seating exceeding 10 years and % of all 'other' product, exceeding or ten (10) years).	-	Kimball stands behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively. Kimball warrants that its products are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. 96% of Kimball's seating line exceeds a 10 year warranty with a limited lifetime warranty. Pep and Poly seating lines carry a 10 year
-	4	Savings - In addition to unit pricing improvements and more aggressive discounts to the UC, discuss other ways in which your firm can help the UC reduce hard dollar costs.	-	The Kimball sales team will work closely with our dealer partner and the University of California to ensure we are offing the best product solution that are efficient and effective as well as keeps product costs at the forefront. Kimball has a wide array of product offerings allowing us to offer multiple solutions at various price points. Kimball's internal Product Application Specialists work in conjunction with our dealer partners to provide additional value engineering and specification opportunities to drive an increase in savings. Another way we try to increase savings is by creating a clear installation plan that will help us cut costs and labor. Our goal is to ship products in the order we need to install them while best utilizing each installer to complete the project in the shortest time period possible. With this process we are limiting downtime and disruption. The clear description and specification of work to be completed will allow for a properly implemented installation process.
-	5	Open and Collaborative Spaces - Some departments at various campuses, have utilized open (or smaller) workspaces and/or collaborative spaces. If applicable to your business please comment on that trend, along with your developments in that area and any proposed solutions to the challenges created, such as noise abatement.	-	Kimball has recognized the need to design our products to compliment the latest student-centered design trends in higher education and work spaces. We have seen the integration of technology and the advent of anytime-anyplace learning, and have adapted our offerings to match. Kimball has realized that learning styles have become active, experiential and inquiry based while teaching styles have become

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Questionnaire Name: *	Services
Questionnaire Description:	Supplier Service Details

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Training - Understanding that Training is required "Fee of Charge", Please detail your approach to training for an organization such as ours.	-	Our approach would include an initial assessment and planning meeting which would encompass types of training needed, preferred, developing the why, whom, how and when necessary, by when. Our training ranges from furniture process technology, product, process, soft skills, ergonomic, and continuing education units for the architects and designers. Our delivery methods include formal classroom, webinars, on- line recorded sessions, on -line videos, on line literature, assembly instructions and more. We have can provide training through our account manager, dealer team, and corporate team as needed. IF special requirements are identified and special training resources are needed, Kimball and our dealer partners will work on a plan of delivery at no or low cost to the University. The university always has the option to visit the manufacturing locations and headquarters for additional in depth training.
-	2	Services Offered -Please detail here, the services (i.e. Space Planning & Design Services, Project Management, Installation Services, other) you can offer through Primary Dealers who would serve the UC (further detail on what was listed briefly in Attachment 1 - Product Categories and Dealers).	-	Space planning & Design services – Dealers have a full design staff and can provide space planning and furniture specification. This team would also assist with the reconfiguration services provided, creating new layouts, providing parts list of additional parts needed, etc. Project Management – Dealers have a full project management team who can help with managing project timelines, construction coordination, relocation timeline, etc. Installation Services – Most dealers have their own warehouse space to receive, store, and then send out for installation. Moving / Storage – Most dealers have their own in-house moving staff to take items and move them across the room or across the city. Some have warehousing for storage accounts with climate control and security.
-	3	Services included FOC: Please detail the services provided by your company and/or through your Primary Dealers, which are 'free of charge' (e.g. seating samples at no cost for customer evaluation).	-	Initial walk through Quotes for services excluding furniture Seating samples
-	4	Install/Prevailing Wage - Please describe your company's process for the application of prevailing wage to installation services. Please detail your company guidelines and assistance provided to customers such as the UC (Public entities/customers). Please include: • Company DIR annual registration/CSLB D34 Contractor license and DIR Payroll entries • Communications with your customer/method of determination, as to when and where to apply PW • Practices that eliminate risk and provide transparency of all related charges on invoices • Any documented standard practices that can both, remove risk and limit the misapplication of PW labor charges for non-PW deliveries	-	Prevailing wage will be paid by Master, Lead, and installer wages listed on the DIR by location. Kimball dealers are required to register and maintain active DIR registrations. Any installation subcontractors are also responsible for registering and maintaining active DIR registrations. All jobs before quote will be clarified if Prevailing Wage applies based on University of California guidelines – Each job is quoted individually.
-	5	Returns - Please describe the returns policy and procedures of primary Dealers relative to Restocking or Shipping Charges, as well as, any needed returns owing to an error made by the mfg. or dealer.	-	Most of our products are made-to-order, not stocked items to be returned. However, we do have a process for some items that are available from stock. Customer Service will work through this process with the dealer to ensure that the product is in its original cartoning without damage, and there may be costs involved with return freight, handling, and/or re-stocking fee. Each of these scenarios is reviewed on a case-by-case basis, although

-	6	Customer Service - Please describe customer service-satisfaction protocol or standards and any metrics to measure performance.	-	Our ultimate goal is Customer Satisfaction, which encompasses a variety of inputs. We monitor call volumes, turnaround times, and general activity levels. Our most critical measures are at the Operations level, to include on time shipment and Quality performance. We also recognize that most of our customer contact happens through our dealer partner, so we work closely with them to ensure that they are meeting our customers' needs. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers. All incoming calls are routed directly to the appropriate Account Manager supporting the University. This person has the autonomy to make decisions and effectively manage all details about your projects.
-	7	Sample Furniture/Ergo Lab - Will you provide delivery of demonstration items to potential end users or provide samples to ergonomics programs for evaluation and use in Ergo Labs or seating samples at no cost for customer evaluation? Is this free of charge? Please detail.	-	Yes, within reason, Kimball will provide ergonomic solutions for evaluation and education free of charge. We work with each campus or with the UC system as a whole to develop a yearly budget for testing and education.
-	8	Ergo Collaboration - Will you collaborate with UC ergonomist to 1) consult on strategic initiatives 2) provide mechanism to collect product feedback and recommendations for potential applications to future product development and modification 3) provide task seating tutorials and ergonomic recommendations, is this free of charge. Please detail	-	Yes, Kimball and our dealers have the capability to consult on strategic initiatives, partner with the latest technology and smart tools to collect data, feedback and or observation to make product recommendations. We often involve our customers in new product development and have the capability to design and produce customer unique or customer specific solutions. Often we have hang tags with user instructions and user videos
-	9	Ergonomic Considerations: UC has issued system-wide criteria for certain product categories which have minimum, preferred, and value added standards. (see RFP Exhibit 5) Describe how you or your primary dealers will engage with the ergonomics programs at each UC location.	-	It is never too early to involve the ergonomist in your new projects. Preventive ergonomics includes involvement with design projects and providing advice to departments on how to create safe work environments for their employees. Kimball and our dealers want to ensure that UCSF work environments are created to support environmental stewardship, employee safety, health, productivity and efficient movement–often within limited and shared spaces. Kimball has reviewed UC's ergonomic furniture suppliers. We have worked with all four on previous projects and do no anticipate any issues with the UC contract. We often work with other manufacturers and their dealers to provide a seamless solution to our customers.
-	10	Quick Ship: Describe your company's ability to address "quick ship" customer delivery. Please include what you consider to be "Quick Ship" is defined as delivery to the customer of a broad array of products (e.g. within ten (10) business days or 1-2 weeks following issuance of a purchase order) Can you meet a 2, 5, 10 day lead times and for which products?	-	Kimball provides value-add to growing organizations by offering our Kwik Office quick-ship program to facilitate your rapid turnaround needs. Our expedited program offering is about getting you up and running and down to business fast, all with the solution set you need. Kwik Office Seating products are available to ship within five business days upon receipt of a credit-approved order. Kwik Office Casegoods, Systems, Tables, and Metal Filing products are available to ship within ten business days upon receipt of a credit approved order. Order Size: The Kwik Office program has a limited weekly volume capacity, with orders being entered on a first come, first served basis at no additional charge. Casegoods, Systems, & Metal Filing orders, individually, may not exceed $100,000 list. Consult your Customer Service Team for any seating order with more than 20 of a specific model. Production schedules will be verified to ensure shipment within the noted time period.
-	11	Describe how as a dealer your company Field verifies critical dimensions/site conditions to be considered during systems specification process using DESIGNERS (not sales reps)?	-	Our design staff reports to the job site, checks all measurements, and bases furniture layouts on actual space dimensions and power/data locations.
-	12	State how you will provide order management including acknowledgement review/verification, change-order management, order expediting and scheduling.	-	Our goal is to deliver a remarkable customer experience that starts with the first point of contact and continues beyond the final stages of each project installation. The Kimball team works closely with our dealer partner and extensive technology tools to ensure order accuracy, complete project scheduling, order shipments. Each order is submitted via EDI to reduce errors, then reviewed by Kimball and the Dealer. Changes can be made within the first three days after order submittal via a request between the Account manager at the dealership and Kimball. The Kimball Account Manager and dealer work through a delivery schedule to ensure each order and project is completed successfully and on time. The UC account will have a dedicated Kimball Account Manager and dealer contact, with autonomy to make decisions and effectively manage everything related to your project. Please see attached Kimball Office Project Flow for more details on the quote, order, and changes processes.
-	13	State how you will coordinate with all appropriate trades to ensure proper interface between building systems and any power or cabling to be distributed by furniture.	-	We will work with UC's ITS dept and facilities group about power/data requirements and determine timelines, etc.
-	14	Describe ability to schedule and meet furniture deliveries at job site.	-	Our dealer project managers work closely with our manufacturing based account manager to schedule and align production of our customer's orders with delivery/installation dates. We are communicating daily on status and problem solving where necessary. Kimball has a 98% on time shipment and delivery.
-	15	Describe ability to inspect and confirm quantities (as per manifest) and condition of product as it arrives.	-	Our full warehouse staff checks every piece in a shipment into the warehouse. Then, the installers check everything back out when go to installation. The design team checks everything to ensure all parts have been received and tracks down anything that's missing .

-	16	Describe ability to prepare proper forms and provide required documentation for damaged goods or missing product.	-	We have standard punchlist forms and walkthrough procedures with the end users at project completion. Each project manager will provide a spread sheet or word document with the items on the punch list, action necessary, and dates to be completed. The PM will review with the customer. If product is damaged during transit, the Architect has worked with many customers in partnership with our dealers and product development (if necessary) to develop customer specific standards through solution ideation, typical development, reasonable options, customer specific IPDF files to be user friendly and communicate visually the look and feel. We revisit the standards yearly for relevance and updating.
-	17	Campus Standards - Do you have the capability to work with campuses to develop furniture typicals, custom and product catalogs? Such typicals and products selected may serve as University standards.	-	
-	18	Describe your internal management system and protocols for processing orders from point of customer contact (i.e. concept/design) through delivery and billing. How long does it take your firm to provide final drawings and pricing?	-	Standard turn around time for drawings and quote is 1-2 weeks, varying based on project size, scope of work, and work load at the time. Our design team has a full procedure list starting from first contact to initial meeting to field verification, furniture layouts and order placement.
-	19	Repair and related Services- Do you offer regular, onsite repair services (non-warranty)? Do you offer cleaning or upholstery services that can be done on-site?	-	We can provide all of these services at a billable rate.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1

Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Office Furniture and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.1 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, when informed by a Participating Agency that they are a OMNIA Partners member, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Kimball proposes the above additional language in Section 2.1 "Corporate Commitment" in red.

2.3 Pricing Commitment

~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net-to-buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lowerpricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

Kimball proposes to delete the language in Section 2.2 "Pricing Commitment".

Commitment of Exhibit A, Section 2.2. In lieu of such pricing commitment, Kimball commits as follows: Supplier (Kimball) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multistate cooperative or group purchasing agreement, excluding GSA, federal government, and healthcare group purchasing organization sales ("Public Agency Cooperative"), that enters into a separate written agreement directly with Supplier comparable contract, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. "Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) OMNIA Partners customers utilizing Supplier as their primary vendor for the products and services offered under the Master Agreement, as determined by Supplier. If, during the term of this Master Agreement, OMNIA Partners becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, OMNIA Partners may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of OMNIA Partners, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.

Kimball Office Inc. requests the proposed language in Section 2.2 "Pricing Commitment" in red.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.1 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.2 Company

A. Brief history and description of Supplier.

Kimball's passion for craftsmanship has grown into a love for helping you work your way.

Kimball is a business unit of Kimball International Inc. Kimball offers a variety of furniture and furnishings for the commercial, government, healthcare, and education markets including award-winning desks, storage, tables, seating, systems, accessories and filing products.

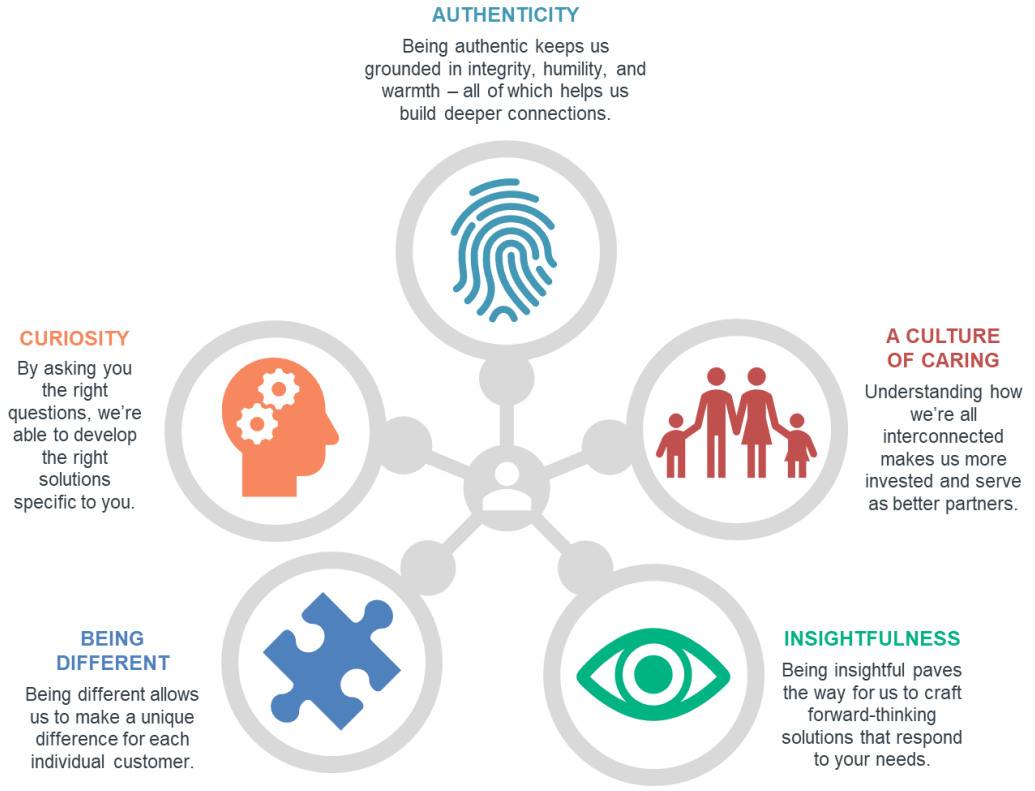
While trends may come and go, we have a longstanding history of being able evolve. To embrace what's new and take it to the next level. To apply modern craft to problem-solving designs in a way that supports the way people want to work. And while what we makeand how we make it will continue to advance, our purpose remains constant — to craft what's next so everyone can perform at their best.

The workplace isn't the space it was when we started in 1949. Our core values, quest for quality and heritage in craftsmanship are still at the heart of our business, but our definition of craftsmanship has evolved over time.

Our ultimate goal is to provide relevant solutions that carry workplaces into the future. Together, with our partners, we will continue to anticipate changes in how people work and design solutions for a successful workplace.

From our origins as a piano and television cabinet makers to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way.

Kimball®



We're able to redefine spaces that allow you to work your way.

Our ability to adapt has taught us one valuable lesson – no one has all the answers. That's why we keep good company, partnering with prominent designers and industry thought leaders who collectively know where the future of work is heading. We actively listen to our people, our customers, and our brilliant partners – inviting collaborative discussions that challenge what's familiar and inspire fresh ideas. We're always considering new possibilities, sharing ideas, and bringing people, technology, space and work process into harmony. By empowering everyone along the way, we're able to recognize and address unmet needs.

BRILLIANT PARTNERS
Kimball



Graham Design



pL-D



C/B

o+a



B. Total number and location of sales persons employed by Supplier.

Kimball has roughly 1,200 permanent employees, with 75 sales representatives. The average tenure for an individual Kimball team member is over 13 years, and many of our customers and suppliers have been with us for 40 or more years.

Group	Name	City	State	Email Address
VP Sales	Lisa Carter	Washington	DC	Lisa.Carter@kimball.com
Dir of Sales South	Holly Fortune	Dallas	TX	Holly.Fortune@kimball.com
Dir of Sales West	Vikki Gibbs	Centennial	CO	Vikki.Gibbs@kimball.com
Dir of Sales Midwest	Joe Roberts	Fishers	IN	Joe.Roberts@kimball.com
Dir, Public Sector Sales	Rhonda Hammack	Washington	DC	Rhonda.Hammack@kimball.com
Dir, Healthcare Sales, Innovation & Design	Aneetha McLellan	Omaha	NE	Aneetha.McLellan@kimball.com
Region Manager	Christine Wallace	Washington	DC	christine.wallace@kimball.com
Region Manager	Dianne Brindisi	Boston	MA	Dianne.Brindisi@kimball.com
Region Manager	Holly Hughes	Atlanta	GA	Holly.Hughes@kimball.com
Market Sales Mgr.	Amy Aebert	Charlotte	NC	Amy.Aebert@kimball.com
Market Sales Mgr.	Amy Warren	Boston	MA	Amy.Warren@kimball.com
Market Sales Mgr.	Andrew Gillum	Dallas	TX	Andrew.Gillum@kimball.com
Market Sales Mgr.	Angela Boggs	Tampa	FL	Angela.Boggs@kimball.com
Market Sales Mgr.	Brad Trumbo	Seattle	WA	Brad.Trumbo@kimball.com
Market Sales Mgr.	Brian Schuermann	Cincinnati	OH	Brian.Schuermann@kimball.com
Market Sales Mgr.	Bud Miller	Vestavia Hills	AL	Bud.Miller@kimball.com
Market Sales Mgr.	Carrie Daniel	Fishers	IN	Carrie.Daniel@kimball.com
Market Sales Mgr.	Chris Parker	Leawood	KS	Chris.Parker@kimball.com
Market Sales Mgr.	Dan Barry	Malvern	PA	Dan.Barry@kimball.com
Market Sales Mgr.	Daniel Luntz	New York	NY	Daniel.Luntz@kimball.com
Market Sales Mgr.	Elizabeth Irizarry	North Miami Beach	FL	Elizabeth.Irizarry@kimball.com
Market Sales Mgr.	Erick Paul	San Francisco	CA	erick.paul@kimball.com
Market Sales Mgr.	Gerhard Stadel	Los Angeles	CA	Gerhard.Stadel@kimball.com
Market Sales Mgr.	Heather Rowan	Exeter	NH	Heather.Rowan@kimball.com
Market Sales Mgr.	Janice Schroedel	Pewaukee	WI	Janice.Schroedel@kimball.com
Market Sales Mgr.	Jeannine McGuill	Leander	TX	Jeannine.McGuill@kimball.com
Market Sales Mgr.	Jennifer Bays	Franklin	TN	Jennifer.Bays@kimball.com
Market Sales Mgr.	Jeremy Thole	Dallas	TX	Jeremy.Thole@kimball.com
Market Sales Mgr.	Kara Fultz	Louisville	KY	Kara.Fultz@kimball.com
Market Sales Mgr.	Kelley Mansfield	Erdenheim	PA	Kelley.Mansfield@kimball.com
Market Sales Mgr.	Kim Hart	Hilliard	OH	Kim.Hart@kimball.com
Market Sales Mgr.	Kim Lutz	Webster Groves	MO	Kim.Lutz@kimball.com
Market Sales Mgr.	Kris Landis	Branford	CT	Kris.Landis@kimball.com
Market Sales Mgr.	Kristen Anderson	Roswell	GA	Kristen.Anderson@kimball.com
Market Sales Mgr.	Kristen Diamond	Atlanta	GA	Kristen.Diamond@kimball.com
Market Sales Mgr.	Kurt Gombatz	Los Angeles	CA	Kurt.Gombatz@kimball.com
Market Sales Mgr.	Kyra Mabey	Salt Lake City	UT	Kyra.Mabey@kimball.com
Market Sales Mgr.	Lauren Meyer	Albany	CA	Lauren.Meyer@kimball.com
Market Sales Mgr.	Mary Ellen Quinn	Leesburg	VA	MaryEllen.Quinn@kimball.com
Market Sales Mgr.	Mary Redd	Midlothian	VA	Mary.Redd@kimball.com
Market Sales Mgr.	Michele Helsel	O'Fallon	MO	Michele.Helsel@kimball.com
Market Sales Mgr.	Michelle Martin	Raleigh	NC	Michelle.Martin@kimball.com
Market Sales Mgr.	Mick Ann Koratsky	Cordova	TN	Mick.Ann.Koratsky@kimball.com

Market Sales Mgr.	Mindy Caldren	Canal Fulton	OH	Mindy.Caldren@kimball.com
Market Sales Mgr.	Nick Alessi	New Providence	NJ	Nick.Alessi@kimball.com
Market Sales Mgr.	Nick Chonich	Dallas	TX	Nick.Chonich@kimball.com
Market Sales Mgr.	Noelle Hudak	St. Louis Park	MN	Noelle.Hudak@kimball.com
Market Sales Mgr.	Patti Wentz	Chandler	AZ	Patti.Wentz@kimball.com
Market Sales Mgr.	Renee Weir	Washington	DC	Renee.Weir@kimball.com
Market Sales Mgr.	Samantha Crosson	Truckee	CA	samantha.crosson@kimball.com
Market Sales Mgr.	Sandra Beringer	Boston	MA	Sandra.Beringer@kimball.com
Market Sales Mgr.	Stephen Mills	Oradell	NJ	Stephen.Mills@kimball.com
Market Sales Mgr.	Steve Barton	League City	TX	Steve.Barton@kimball.com
Market Sales Mgr.	Storey Gram	Chicago	IL	Storey.Gram@kimball.com
Market Sales Mgr.	Tara Kalva	Bailey	CO	Tara.Kalva@kimball.com
Market Sales Mgr.	Theresa Comer	Kirkland	WA	Theresa.Comer@kimball.com
Market Sales Mgr.	Tom Bair	Staten Island	NY	Tom.Bair@kimball.com
Market Sales Mgr.	Tyler Simmons	Wauwatosa	WI	Tyler.Simmons@kimball.com
Market Sales Mgr.	Will Taylor	Denver	CO	Will.Taylor@kimball.com
A&D Specialist	Carrie Richards	Atlanta	GA	Carrie.Richards@kimball.com
A&D Specialist	John Hindman	Bethlehem	PA	John.Hindman@kimball.com
A&D Specialist	Julia Glazer	New York	NY	Julia.Glazer@kimball.com
A&D Specialist	Ogge Schieber	Chicago	IL	Ogge.Schieber@kimball.com
A&D Specialist	Tara Rohland	Washington	DC	Tara.Rohland@kimball.com
Healthcare Specialist	Alyson Wood	Exeter	NH	alyson.wood@kimball.com
Healthcare Specialist	Rebecca Williams	Glenshaw	PA	Rebecca.Williams@kimball.com
Healthcare Specialist	Rene Inman	Birmingham	AL	Rene.Inman@kimball.com
Healthcare Specialist	Sheri Hurley	Washington	DC	sheri.hurley@kimball.com
Healthcare Co.Creation Specialist	Jill Houpt	Chambersburg	PA	Jill.Houpt@kimball.com
Healthcare Research and Training Manager	Lissa Marshall	Omaha	NE	lissa.marshall@kimball.com
Prod. Application Spec.	Mia Diaz	Los Angeles	CA	Mia.Diaz@kimball.com
Prod. Application Spec.	Shelly Lehner	Greenwood	IN	Shelly.Lehner@kimball.com
Public Sector Sales Mgr.	Erik Soderlund	Westfield	IN	Erik.Soderlund@kimball.com
Public Sector Sales Mgr.	Karen Kontoulas	Southport	NC	Karen.Kontoulas@kimball.com
Public Sector Sales Mgr.	Wendy Schnarr	Dallas	TX	Wendy.Schnarr@kimball.com

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

C. Number and location of support centers (if applicable) and location of corporate office.

Kimball Office Inc. corporate office is located at 1600 Royal Street, Jasper, IN 47546

Manufacturing Locations:

- 11 Indiana Locations
- 2 Kentucky Locations
- 1 Maryland Location
- 1 Pennsylvania Location

Showroom Locations:

- Chicago, Illinois
- Los Angeles, California
- Atlanta, Georgia
- Boston, Massachusetts
- Washington, D.C.
- Dallas, Texas

Kimball Office has a dealer network of 398 trusted dealer partners to support your workplace needs

D. Annual sales for the three previous fiscal years.

- FY 16 total $635M
- FY 17 total $670M
- FY 18 total $686M

For review of Kimball International Annual Reports, visit: https://www.kimballinternational.com/investor-information under "featured reports"

E. Submit FEIN and Dunn & Bradstreet report.

Kimball Office Inc. FEIN #35-1688210.

Summary

Order Reference: angela.slaninka@kimball.com | Report as of: 07-30-2019 3:10 PM | using Currency as USD

KIMBALL OFFICE INC.

Tradestyle(s): (SUBSIDIARY OF KIMBALL FURNITURE GROUP, LLC, JASPER, IN)

ACTIVE HEADQUARTERS

Address: 1600 Royal St, Jasper, IN, 47549, UNITED STATES
Phone: (812) 482-1600
D-U-N-S: 79-731-2147
In Portfolio: Yes
Tags: No tags
Alerts: No alerts

Risk of Bad Debt Write-off	Cash Flow Risk	Age of Business	Employees
18	65	32 years	2,500
(No change since last month)	3 (in the last month)	1986 Year Started	500 (here)

Recent Alerts

There are no alerts to display.

Company Profile

D-U-N-S
79-731-2147
Legal Form
Corporation (US)
History Record
Clear
Date Incorporated
08-18-1986

Mailing Address
United States
Telephone
(812) 482-1600
Website
www.kimballofficefurnitu...
Present Control Succeeded
2016

Employees
2,500 (500 here)
Age (Year Started)
32 years (1986)
Named Principal
Michael Wagner, PRES.
Line of Business
Mfg office furniture-nonwood

State of Incorporation
Indiana

Ownership
Not publicly traded

Risk Assessment

Overall Business Risk

LOW	LOW-MODERATE	MODERATE	MODERATE-HIGH	HIGH

Maximum Credit Recommendation

US$ 3,500,000

The recommended limit is based on a moderately low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B Viability Rating

Portfolio Comparison Score

4

Low Risk (1) — High Risk (9)

Company's risk level is: LOW

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **4.00 %**

Risk of Bad Debt Write-off (also known as the Failure Score)

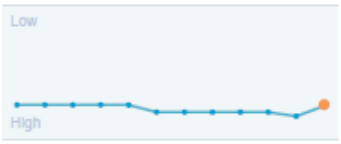
18

Low Risk (100) — High Risk (1)

Company's risk level is: MODERATE-HIGH

Based on the D&B Failure Score, the probability of failure for this company in the next 12 months is **0.76 %** , which makes it a Moderate-High risk for you to incur a write-off.

Past 12 Months



Cash Flow Risk (also known as the Delinquency Score)

65

Low Risk (100) — High Risk (1)

Company's risk level is: MODERATE

Based on the D&B Delinquency Score reporting a payment behavior of **INCONSISTENT AND/OR SLOWER PAYMENTS** , this company is predicted to have a Moderate risk of a negative impact to your cash flow.

Past 12 Months



Payment Behavior

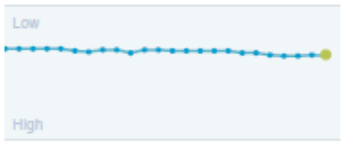
67

Low Risk (100) High Risk (0)

Company's risk level is: LOW-MODERATE

Days Beyond Terms : **18**
Based on a D&B PAYDEX® of 67
According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

Past 24 Months



D&B Rating

Current Rating as of 12-24-2018

Employee Size
1R : 10 employees and over

Risk Indicator
4 : Higher than Average Risk

Previous Rating

Employee Size
1R : 10 employees and over

INQUIRIES

No inquiries information available for this company

Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

Trade Payments

Highest Past Due

US$ 30,000

Highest Now Owing
US$ 100,000

Total Trade Experiences
59

Largest High Credit
US$ 200,000

Average High Credit
US$ 13,832

Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate
KIMBALL INTERNATIONAL, INC.

Payment Behavior

67

Low Risk (100) High Risk (0)

Company's risk level is: LOW-MODERATE

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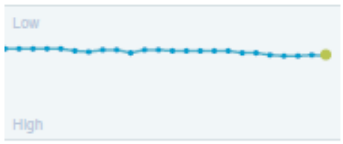

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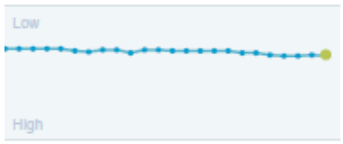

D&B Rating

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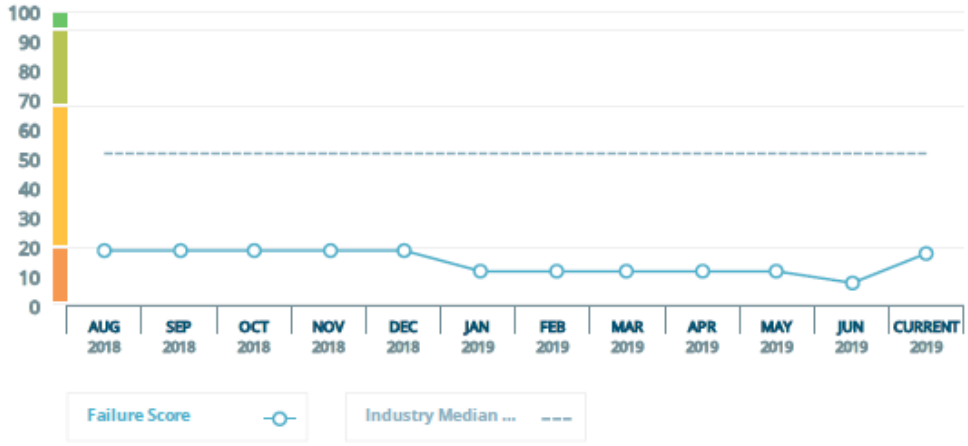
KIMBALL INTERNATIONAL, INC.



Cash Flow Risk (Also Known As The Delinquency Score)

65

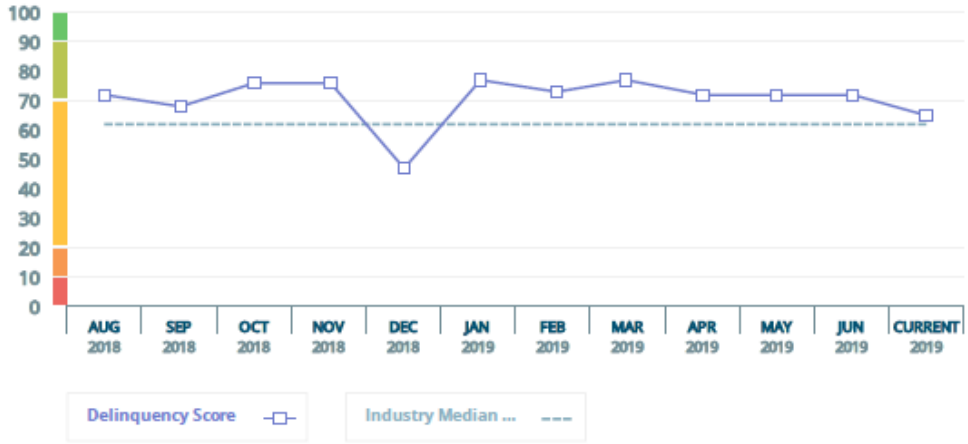
Low Risk (100) High Risk (1)

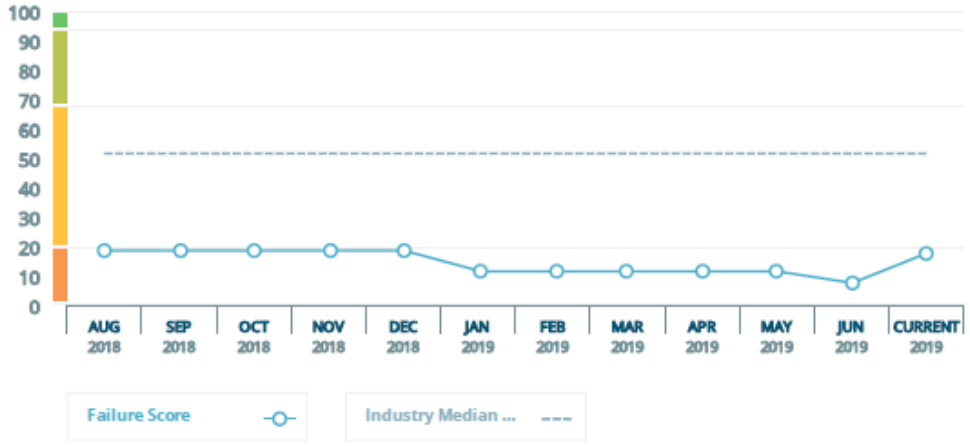
Based on a D&B Delinquency Score of 65

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Proportion of slow payments in recent months
- Evidence of open liens

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database
Moderate	521	4.20%	10.20%

Business and Industry Trends





Cash Flow Risk (Also Known As The Delinquency Score)

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Based on a D&B Delinquency Score of 65

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Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database
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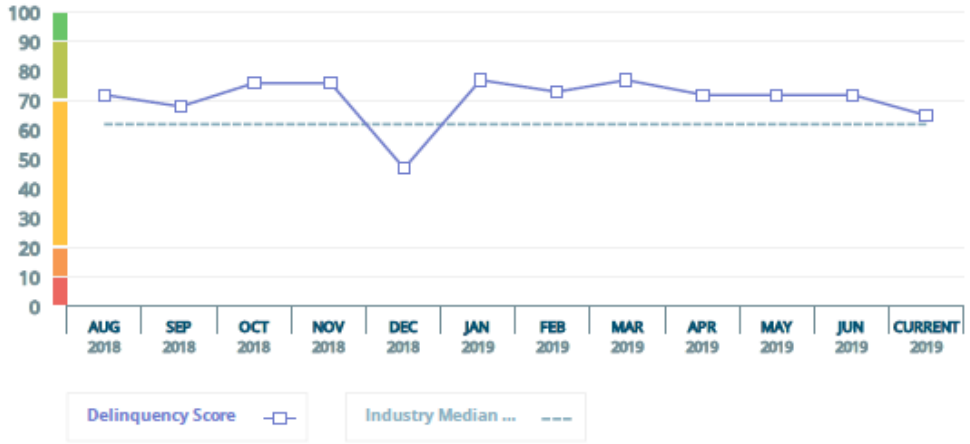
Business and Industry Trends



Total Trade Experiences:
59

Largest High Credit:
US$ 200,000

Average High Credit:
US$ 13,832

Total Unfavorable Comments:
0

Largest High Credit:
US$ 0

Total Placed in Collections:
0

Largest High Credit:
US$ 0

Trade Payments By Credit Extended (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US$ 200,000	50
50,000 - 99,999	1	US$ 80,000	50
15,000 - 49,999	5	US$ 120,000	75
5,000 - 14,999	10	US$ 57,500	74
1,000 - 4,999	7	US$ 8,500	35
Less than 1,000	10	US$ 4,300	65

Trade Payments By Industry (Based on 24 months of data)

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
22 - Textile Mill Products	1	200,000					
2221 - Manmade broadwvn mill	1	200,000	50	50	0	0	0
25 - Furniture and Fixtures	4	40,000					
2521 - Mfg wood office furn	1	1,000	0	0	50	50	0
2522 - Mfg nonwd office furn	2	40,000	49	0	49	0	2
2541 - Mfg wood fixtures	1	20,000	50	0	50	0	0
32 - Stone, Clay, Glass, and Concrete Products	1	5,000					
3291 - Mfg abrasive products	1	5,000	100	0	0	0	0
33 - Primary Metal Industries	1	25,000					
3354 - Mfg alum extrud prdts	1	25,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	1	5,000					
3572 - Mfg computer storage	1	5,000	0	100	0	0	0

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
42 - Motor Freight Transportation and Warehousing	2	1,000					
4213 - Trucking non-local	1	1,000	100	0	0	0	0
4214 - Local truck w/storage	1	1,000	0	50	50	0	0
45 - Transportation by Air	1	250					
4513 - Air courier service	1	250	50	0	50	0	0
48 - Communications	1	750					
4813 - Telephone communictns	1	750	100	0	0	0	0
49 - Electric, Gas and Sanitary Services	1	750					
4911 - Electric services	1	750	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	6	7,500					
5065 - Whol electronic parts	1	1,000	100	0	0	0	0
5072 - Whol hardware	2	7,500	100	0	0	0	0
5074 - Whol plumb/hydronics	2	1,000	5	95	0	0	0
5085 - Whol industrial suppl	1	0	0	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	6	80,000					
5112 - Whol office supplies	2	500	50	17	0	0	33
5113 - Whol service paper	2	5,000	52	48	0	0	0
5131 - Whol piece goods	2	80,000	50	50	0	0	0
61 - Nondepository Credit Institutions	1	250					
6153 - Short-trm busn credit	1	250	100	0	0	0	0
73 - Business Services	3	20,000					
7363 - Help supply service	2	20,000	80	10	10	0	0
7389 - Misc business service	1	0	0	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	1	5,000					
8734 - Testing laboratory	1	5,000	50	50	0	0	0
91 - Executive Legislative and General Government except Finance	2	15,000					
9111 - Executive office	1	5,000	100	0	0	0	0
9121 - Legislative body	1	15,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	3	10,000					
9311 - Public finance	3	10,000	100	0	0	0	0
99 - Nonclassifiable Establishments	1	2,500					

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
9999 - Nonclassified	1	2,500	0	100	0	0	0

Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
07/19	Pays Slow 30+	N30	2,500	500	250	1
06/19	Pays Promptly	-	20,000	7,500	0	1
06/19	Pays Promptly	-	750	0	0	1
06/19	Pays Promptly	-	250	0	0	Between 4 and 5 Months
06/19	Pays Promptly	N30	0	0	0	1
06/19	Pays Prompt to Slow 30+	-	200,000	100,000	30,000	1
06/19	Pays Prompt to Slow 30+	-	5,000	100	100	1
06/19	Pays Prompt to Slow 30+	-	5,000	5,000	1,000	1
06/19	Pays Prompt to Slow 60+	-	40,000	40,000	15,000	1
06/19	Pays Prompt to Slow 60+	-	20,000	1,000	0	1
06/19	Pays Prompt to Slow 60+	-	250	250	50	1
06/19	Pays Prompt to Slow 150+	N30	500	250	250	Between 6 and 12 Months
06/19	Pays Slow 30+	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Slow 30-60+	Regular terms	5,000	0	0	Between 2 and 3 Months
06/19	Pays Slow 60-90+	-	1,000	1,000	1,000	1
06/19	-	Cash account	500	0	0	Between 6 and 12 Months
06/19	-	Cash account	250	0	0	Between 2 and 3 Months
06/19	-	Cash account	250	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 2 and 3 Months
06/19	-	Cash account	50	-	-	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
06/19	Pays Slow 30+	-	1,000	250	250	1
05/19	Pays Prompt to Slow 30+	N30	80,000	80,000	10,000	1
05/19	Pays Prompt to Slow 30+	N30	500	500	250	1
05/19	-	-	50	-	-	Between 2 and 3 Months
04/19	Pays Promptly	-	750	0	0	Between 4 and 5 Months
04/19	-	Cash account	100	-	-	Between 6 and 12 Months
04/19	-	Cash account	100	-	-	1
04/19	-	Cash account	50	-	-	1
03/19	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
03/19	Pays Slow 30-60+	-	1,000	0	0	Between 2 and 3 Months
02/19	Pays Slow 90+	1 15 N30	750	0	0	Between 6 and 12 Months
02/19	Pays Prompt to Slow 15+	-	250	0	0	Between 6 and 12 Months
01/19	Pays Promptly	-	7,500	250	0	1
01/19	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
01/19	Pays Promptly	-	15,000	-	-	1
12/18	-	Cash account	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	Cash account	250	-	-	1
09/18	Pays Promptly	-	5,000	-	-	1
09/18	-	Cash account	100	-	-	1
08/18	Pays Promptly	-	0	0	0	Between 6 and 12 Months
08/18	-	Cash account	50	-	-	Between 2 and 3 Months
07/18	-	Cash account	100	-	-	1
07/18	-	Cash account	50	-	-	1
07/18	-	Cash account	100	-	-	1
06/18	Pays Promptly	-	10,000	-	-	1
06/18	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/18	Pays Promptly	-	25,000	25,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/18	-	Cash account	50	-	-	1
04/18	-	Cash account	-	-	-	Between 6 and 12 Months
03/18	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/18	Pays Promptly	-	5,000	-	-	1
12/17	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
12/17	-	Cash account	100	-	-	1
09/17	Pays Promptly	-	1,000	0	0	1
09/17	-	Cash account	250	-	-	1

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgements	Liens	Suits	UCC Filings
0	1	0	2
Latest Filing: -	Latest Filing: 06-14-2016	Latest Filing: -	Latest Filing: 11-28-2007

Events

Lien - Tax Lien

Filing Date	06-14-2016
Filing Number	11012929
Status	Open
Date Status Attained	06-14-2016
Received Date	06-21-2016
Amount	US$ 14,522
Debtors	KIMBALL OFFICE INCORPORATED
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

UCC Filing - Original

Filing Date	11-28-2007

Filing Number	0700011052644
Received Date	12-11-2007
Collateral	Leased Equipment
Secured Party	WHAYNE SUPPLY COMPANY, LOUISVILLE, KY
Debtors	KIMBALL INTERNATIONAL MARKETING, INC., JASPER, IN
Filing Office	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

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There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

12-24-2018

A Rating change has occurred on this company.

05-25-2016

This company is an operating subsidiary of Kimball Furniture Group, LLC, Jasper, IN.

Business started 1986 by the parent company. Present control succeeded Mar 2016.

The Chief Executive Officer is now Michael Wagner, Pres..

Company Profile

Company Overview

D-U-N-S
79-731-2147

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
08-18-1986

State of Incorporation
Indiana

Ownership
Not publicly traded

Mailing Address
United States

Telephone
(812) 482-1600

Website
www.kimballofficefurniture.com

Present Control Succeeded
2016

Employees
2,500 (500 here)

Age (Year Started)
32 years (1986)

Named Principal
Michael Wagner, PRES.

Line of Business
Mfg office furniture-nonwood

Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 06-30-2019
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	KIMBALL OFFICE INC.
Corporation Type	Corporation (US)
Business Commenced On	1986
State of Incorporation	INDIANA
Date Incorporated	08-18-1986
Registration ID	198608-537
Registration Status	ACTIVE
Filing Date	08-18-1986
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	Julia E. Heitz Cassidy
Address	1600 Royal Street, Jasper, IN, 475462256

Principals

Officers

DOUGLAS A HABIG, CHB
THOMAS L HABIG, V CHB
JAMES C THYEN, PRES-CEO
RONALD J THYEN, SR EXEC V PRES

JOHN T THYEN, SR EXEC V PRES
C. ALLEN PARKER, V PRES
R. GREGORY KINCER, TREAS

Directors

DIRECTOR(S): THE OFFICER(S)

Company Events

The following information was reported on: 11-03-2018

The Indiana Secretary of State's business registrations file showed that Kimball International Marketing, Inc. was registered as a corporation on August 18, 1986. By charter amendment the business name was changed to Kimball Office Inc. on April 12, 2011.

Business started 1986 by the parent company. Present control succeeded Mar 2016. 100% of capital stock is owned by Kimbal International Inc.

DOUGLAS A HABIG born 1946. 1975-present employed here; 1981 president; 1990 CEO. 1971-1975 employed with Indiana National Bank, commercial loan officer. 1969-1971 served the United States Army. Graduated from St Louis University in 1967 with a BA Degree and from Indiana University in 1969 with an MBA Degree.

THOMAS L HABIG born 1928. 1952-present active with parent company. 1980 graduated Tulane University, New Orleans, LA.

JAMES C THYEN born 1944. 1967-present active with parent company. 1965 graduated Xavier University, Cincinnati, OH (BS) and 1967 Indiana University, Bloomington, IN (MBA).

RONALD J THYEN born 1937. 1959-present active with parent. 1959 graduated from Notre Dame University, South Bend, IN.

JOHN T THYEN born 1938. 1961-present active with parent company.

C. ALLEN PARKER. Antecedents are unknown .

R. GREGORY KINCER. Antecedents are unknown .

Business Activities And Employees

The following information was reported on: 11-03-2018

Business Information

Trade Names	(SUBSIDIARY OF KIMBALL FURNITURE GROUP, LLC, JASPER, IN)

Business Information

Description	Subsidiary of Kimball Furniture Group, Llc, Jasper, IN started 1988 which operates as Mfg wood office furniture, mfg office furniture-nonwood. Parent company owns 100% of capital stock. As noted, this company is a subsidiary of Kimball Furniture Group, LLC, DUNS number 79-473-2313 and reference is made to that report for background information on the parent company and its management. Manufactures non-wooden office furniture, specializing in desks or tables (100%). ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 482-1818. Terms are Net 30 days. Sells to dealers and government accounts. Territory : International.
Employees	2,500 which includes officer(s). 500 employed here.
Financing Status	Unsecured
Import/Export	Import
Seasonality	Nonseasonal.
Facilities	Leases 195,000 sq. ft. in a two story brick building Shares with parent company.
Location	Industrial section on main street.

SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
2522	Mfg office furniture-nonwood	-
25220400	Office desks and tables, except wood	-

NAICS Codes	NAICS Description
337214	Office Furniture (except Wood) Manufacturing

Government Activity

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Financials

D&B currently has no financial information on file for this company

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F. Describe any green or environmental initiatives or policies.

SUSTAINABILITY

Kimball Office Inc. has a long history as an environmentally sensitive company. From our Company's inception as a wood furniture manufacturer, relying on nature's resources to create our products, the ideas of conservation and sustainability, of sensitivity toward our environment, have been deeply ingrained in our culture. Concern for our environment and "leading by example" in the promotion of environmentally responsible business practices is something that Kimball Office Inc. believes in as part of our corporate philosophies. Kimball Office Inc.'s sustainability practices include initiatives to reduce water usage, solid waste generation, VOC emissions, hazardous waste materials and Greenhouse Gases. Environmental goals are set and results measured against benchmarks.

Environmental

Kimball Office Inc. is dedicated to continued excellence, leadership and stewardship in protecting the environment, the health and safety of our employees and the members of the communities in which we work and live. Our commitment is to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment.

All Kimball Office Inc. manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment.

Waste Reduction and Recycling

Kimball Office Inc.’s Corporate Recycle Center (CRC) supports the programs of numerous regional facilities, providing a central location for consolidating recyclable materials for re-sale and transport. Currently the CRC recycles over 65 different waste materials. Among the materials recycled are steel, aluminum, glass, fabrics, printer cartridges, electronic equipment, and several types of plastic, wood and cardboard, which is either sold for re-use or recycled by type of material. The sustainability and continuous improvement projects have reduced the overall waste generated at Kimball Office Inc. facilities as the amount of recycling has steadily increase.

F. Describe any green or environmental initiatives or policies.

Sustainable Global Wood Purchasing

Kimball Office Inc. strives to ensure that wood used in the manufacturing of our products is obtained from environmentally and socially responsible sources. Knowing we are procuring wood responsibly not only supports our sustainability initiatives, but also provides assurance that our wood-based components have the lowest possible burden on the global environment. It is Kimball Office Inc.'s policy to work with partners who share our values of responsible management of wood from the forests where our raw materials are harvested. Kimball Office Inc. strives to use wood from properly managed forests to reduce the environmental impact we have on our industry.

Kimball Office Inc. expects suppliers of wood-based materials to follow all applicable laws of the United States of America including the Lacey Act, in addition to laws of the country where they are located and international treaties and agreements to which the United States is a signatory. We will not use species listed in CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) Appendices I or II, for the manufacturing of our products. Our Supply Chain Team will give preference to suppliers who participate in the following programs: Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), American Tree Farm System (ATFS), Canadian Standards Association (CSA), Programme for the Endorsement of Forest Certification (PEFC), and Composite Panel Association's Eco Certified Composite (ECC). Kimball Office Inc. conducts business ethically based on our Business Partner Code of Conduct and expects our business partners to do so as well.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Diversity is a core principle for Kimball. Kimball International is a publicly traded company (KBAL) led by our CEO Kristie Juster and President Phyllis Goetz. We are not a minority or women owned business, however we focus and support diversity owned dealers and suppliers. Our number of minority-owned Select Dealers is 48%. We measure utilization of these businesses and work to facilitate growth and opportunities to these entities. We have tracking tools in place and, on a quarterly basis, review our spend dollars and percentages in various diverse supplier categories (as defined by the US Government). We also track any efforts we undertake relative to initiating discussions with and possibly bringing on new diverse suppliers, dealers, and other subcontractors. Kimball can provide first tier minority spend reports upon request.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Kimball Office Inc. does not hold underutilized business certifications, but actively pursues and works with such entities through our dealer network.

I. Describe how supplier differentiates itself from its competitors.

While trends may come and go, Kimball has a longstanding history of being able to evolve. To embrace what's new and take it to the next level. From our origins as a piano maker to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way. Being nimble, quick, and approachable allows us to make a difference for each individual customer. The average tenure for a Kimball team member is over 15 years and many of our customers and suppliers have been with us for 40 or more years.

We keep good company—actively listening to our customers, brilliant partners, and industry thought leaders—and invite collaborative discussions that challenge what's familiar and inspire fresh ideas. Driven by curiosity and inspired to empower people, we craft what's next, so you can work your way. We've found that what drives our purpose are the exact things that bring value to our relationship with you:

Authenticity- Being authentic keeps us grounded in integrity, humility, and warmth—all of which helps us build deeper connections with our customers and create great customer experiences for them.

Curiosity- We believe that curiosity is the starting point to addressing unmet needs. By asking you the right questions, we're able to develop just the right answers that solve for all the different ways your people want to work.

A Culture of Caring- Understanding how we're all interconnected makes us more invested and serve as better partners—to our customers, to our communities, and to the world.

Insightfulness- Being insightful means inspiring more "aha" moments for our customers and paves the way for us to craft forward-thinking solutions that respond to their ever-evolving needs.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

The Company is not currently involved as a party, nor has it been a party in the last ten years to any litigation that had or is likely to have any material impact on the Company. The Company has never sought bankruptcy protection, nor has the Company otherwise pursued any form of legal reorganization based on opportunities to reorganize to address financial issues that may be afforded under any federal or state law.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

a. Kimball International Inc is a publicly held corporation, whose subsidiary Kimball Office Inc. is responding to this bid, therefore this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Kimball Office Inc. Inc has not had any debarment or suspension actions taken against the Company.

3.2 Distribution, Logistics

A. Describe the full line of Products and Services offered by Company.

Kimball Product Lines:
Open Plan



KORE™ Work Cart



fiXt®



Canopy®



Narrate®



KORE™



Xsede® Height Adjust



Xsede® Power Beam



Xsede®



Xsite®

Kimball Product Lines:

Open Plan



Interworks® EQ



Cetra™



Footprint®



Priority™



Dock® Work Tables



Traxx® & Tiles



Perks®



Fundamental® Files



LF™ Series

Kimball Product Lines:

Desks



KORE™ Work Cart



KORE™



Priority™



Definition®



Fluent™



Transcend®

Kimball Product Lines:

Desks



Footprint®



Guide™



Xsede® Height Adjust

Heritage Collection



Senator™



President™



Innsbruck™

Kimball Product Lines:

Seating



Pep®



Theo™



Lusso™



Joya™



Pairings®



Splendor®



Nash™



Abbott™



Poly™

Kimball Product Lines:

Seating



Tucker™



Bloom®



Flip®



Niles™



fiXt®



Greer™



Joelle™ Behavioral Wellness



Helio™



Pairings® Health

Kimball Product Lines:

Seating



Spruce™ Behavioral Wellness



Sycamore™ Metal



Wilder™



Joelle™



Villa™



Wish™



Boyd®



Event™



Pose™

Kimball Product Lines:

Seating



Collage™



Acapella®



Beo®



Adagiato™



Spruce™



Alpine™



Sycamore™



Villa™ Health Sleep Sofa



Villa™ Health

Kimball Product Lines:

Seating



Wren™



Meadow™



Shore®



Physician / Exam Stool



Itsa™



Bingo®



Stature®



Arpeggio™



Enjoy™

Kimball Product Lines:

Seating

Heritage Collection



Clairmont™



Independence Hillsborough™



Independence Richland™



Independence Newcastle™



Independence Springfield™



Independence Suffolk™

Kimball Product Lines:

Storage



Stow™



Alterna®



fiXt®



Footprint® Pullout Storage



KORE™



Xsede® Media Cart



Footprint®



Fluent™



Priority™

Kimball Product Lines:

Storage



Definition®



Transcend®



Fundamental® Files



LF™ Series



Complementary Furniture



Sanctuary™

Heritage Collection



Senator™



President™



Innsbruck™

Kimball Product Lines:

Tables



fiXt®



Pairings®



Bloom®



Dock® Meeting



Dock® Training



Teem®



Spruce™



Theo™



Xsede® Height Adjust

Kimball Product Lines:

Tables



KORE™



Dock® Work Tables



Contemporary/Transitional Tables



Scenario™



Aspire®



Configuration Tables



Priority™



Definition®



Fluent™

Kimball Product Lines:

Tables



Footprint®



Transcend®



Villa™



Beo®



Pose™



Arpeggio™



Overbed Tables



Cube & Cylinder



Traditional Tables

Kimball Product Lines:

Tables

Heritage Collection



Senator™



President™



Innsbruck™

Modular Caseworks



Alterna®

Kimball Product Lines:

Benching



Canopy®



Dock® Work Tables



Footprint®



KORE™



Narrate®



Priority™



Xsede®



Xsede® Height Adjust

Kimball Product Lines:

Height Adjust



KORE™ Work Cart



Canopy®



Dock® Training



Priority™



Scenario™



Xsede® Height Adjust

Kimball Product Lines:

Technology



Bluetooth Speaker



Jolt™



Optix



wePresent®

Kimball Product Lines:

Accessories



Jolt™



KORE™



Narrate®



Stow™



Teem®



Xsede® Power Beam



Xsede® Media Cart



Complementary Furniture



Perks®

Kimball Product Lines:

Accessories



Traxx® & Tiles



Fluent™



Scenario™



Definition®

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Kimball Office Inc. utilizes their own trucking fleet as well as LTL carriers to insure timely deliveries. Delivery and Installation is coordinated with the dealers depending on the size and scope of the individual projects. The primary concern is that the customer's wishes are being met so when unique situations arise the solution sometimes must be customized but all installs will be serviced by the dealer install team so that ongoing service and care is available at a local level.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Kimball Truck Fleet
- Nationwide Industry Recognized LTL Truck Fleets
- Authorized Dealer network

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Distribution Facilities / Warehouses: (3)

- Distribution Center #2
  Santa Claus, IN
  363,000 Sq. Ft.

- Distribution Center #3
  Jasper, IN
  155,523 Sq. Ft.

- Distribution Center #4
  Jasper, IN
  220,541 Sq. Ft.

Retail Network: (6) Kimball Showrooms



ATLANTA
3445 Peachtree Road Suite 400
Atlanta, GA 30326 | 800.390.1876



BOSTON
70 Franklin Street
Boston, MA 02110 | 800.678.4436



CHICAGO
325 North Wells Street Suite 100
Chicago, IL 60654 | 800.349.9827



DALLAS
2100 McKinney Avenue Suite 1850
Dallas, TX 75201 | 800.835.4904



LOS ANGELES
500 South Grand Avenue Biltmore Towers 24th Floor
Los Angeles, CA 90071 | 800.203.3688



WASHINGTON DC
1130 Connecticut Avenue NW Suite 1150
Washington, DC 20036 | 800.637.6996

In addition to our distribution centers and showrooms, our Dealer network has product on display and warehouse facilities available on a local level. Combined, our Dealer network has millions of square feet of warehouse / retail facilities available to our customers.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Kimball Office Inc. Executive Leadership, in conjunction with OMNIA Partners Leadership, will communicate a new OMNIA Partners contract through its website and direct communication to its selling teams and dealerships.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within 10 days of award:

-Kimball Office Inc. Executive leadership and OMNIA Partners Executive leadership will communicate the new OMNIA Partners contract though its website and direct communications to its sales teams and authorized distribution channel.

Within 30 days of award:
-Schedule a meeting with OMNIA Partners officials to review contract expectations.
-Develop a Nationwide joint marketing/sales plan with OMNIA Partners.
-Review, train, and present contract changes to Kimball Office Inc. Sales Managers.
-Review, train and present contract changes to Internal Contract Support team and Customer Service teams.
Within 60 days of the award:
-Create power point and other types of communication that highlight new award and its changes.
-Create presentation and develop training schedule for all Kimball Office Inc.
-Review all existing opportunities and notify of new award and date. Within 90 days of the award:
-Complete presentation and roll out to all Kimball Office Inc. Distribution channel.
-Develop tracking plan for new contract progress.
-Meet with OMNIA Partners to review progress and activity.
-Further develop new OMNIA Partners exchange program and exchange of data regarding new contract sales opportunities.

3.3 Marketing and Sales

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Kimball Office Inc. Marketing team will work with OMNIA Partners Marketing team to develop a co-branded press release to distribute to various trade publications within the first 10 days of award.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

A notification will be sent out within the first 30 days of award announcing the new award to our dealers via our Kimball Office Inc. brand specific websites.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Kimball Office will complete a new OMNIA Partners marketing piece for hand out and email distribution to promote the new contract.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Kimball Office Inc. commits to work with OMNIA Partners to secure booth space for all shows that OMNIA Partners will be attending that Kimball Office Inc. believes will impact our success with this contract.

3.3 Marketing and Sales

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Kimball Office Inc. commits to purchase 10x10 booth space in designated area selected by OMNIA Partners at NIGP Annual Forum and identified regional trade shows where the OMNIA Partners program has focus. Kimball Office Inc. will provide representation to man the booth as well as assist in the marketing plans and give-away suggestions provided by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to promote the OMNIA Partners agreement through publications and websites in identified trade publications.

vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to develop marketing materials in conjunction with OMNIA Partners to promote the master agreement throughout its term (case studies, training materials and end-user presentations.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Kimball Office Inc. agrees to continue to maintain OMNIA Partners dedicated webpages on www.Kimball.com and www.nationalofficefurniture.com. These sites will include the OMNIA Partners logo, copy of the original RFP, copy of the contract and amendments, summary of products and pricing, marketing materials, and a link to the OMNIA Partners online registration. Additionally, Kimball Office Inc. agrees to provide OMNIA Partners the materials needed to develop and maintain current information on their website as well.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

After detailed training, our Sales Representatives, in conjunction with our Servicing Dealer Network will contact OMNIA Partners participating agencies to announce our new contract. The announcement will initiate contact in many forms – in person presentations, phone calls, ecards, etc. Initially our sales teams will focus on our existing customers – most of these customers will be contacted in person to educate them on our new contract. Our existing customers are familiar with our products and services, these calls will focus on OMNIA Partners education and the benefits associated with our new agreement. In addition to our current customers, we will focus on new opportunities and new customers. Kimball Office Inc. has a long history of being active participants in trade shows like NIGP. We will continue to market our products and services through the OMNIA Partners contract at the trade shows. We will follow up with all leads generated during those trade shows. We will also establish a customer service program. This program will focus on our existing customers – the intent to identify those customers who are not using the contract and provide a list to management so that we can ensure that the customer has been approached and provided the correct information. This program will also afford us the opportunity to work with OMNIA Partners on those customers that we are having problems transitioning. We believe with the commitment and support of Kimball Office Inc.'s entire sales force that the focus and measurements will be in place to market this agreement into success for all parties.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Kimball Office Inc. will provide OMNIA Partners with its company/corporate logo(s) for use in marketing communications and promotions. Kimball Office Inc. authorizes OMNIA Partners to reproduce such logo(s) in marketing communications and promotions providing the logo and use meet Kimball International's marketing requirements. Kimball Office Inc. will work with OMNIA Partners to make sure this happens.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

Kimball Office Inc. agrees to develop a marketing plan to reach public agencies nationwide participating in the OMNIA Partners program. At the very least, Kimball Office Inc. will develop a direct marketing approach that will communicate the requirements of OMNIA Partners as well as a program to follow up with those agencies.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

Kimball Office Inc. sales team is seasoned and have expert knowledge and selling experience with the OMNIA Partners contract. Many of our sales resources have a very positive working relationship with their OMNIA Partners counterparts. A new award will allow Kimball Office Inc. and OMNIA Partners to continue to expand our selling team relationships. All selling teams are trained on the key features of the contract through regular webinars by the program owner. All selling teams have a true understanding of public solicitation processes and how OMNIA Partners eliminates the need for the agencies to go through the bid process, therefore saving time and resources. We continue to work with the OMNIA Partners teams to expand the use of the program via the wide range of public agencies that can access OMNIA Partners.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

The contact information for this position is:

Executive Support: Phyllis Goetz
President, Kimball Office Inc. Kimball Office Inc.
1600 Royal Street Jasper, IN 47549-1022 PH: 800-482-1616
EM: Phyllis.Goetz@Kimball.com

Marketing: Wendy Murray
Director of Brand Marketing 1600 Royal Street
Jasper, IN 47549-1022
PH: 800-482-1616 ext. 6685
EM: Wendy.Murray@Kimball.com

Sales: Rhonda Hammack
Director, Government Sales 1600 Royal Street
Jasper, IN 47549-1022 PH: 443-745-1272
EM: Rhonda.Hammack@Kimball.com

Sales Support: Kris Kendall
Government Sales Specialist 1600 Royal Street
Jasper, IN 47549-1022
PH: 800-482-1616 ext. 8644
EM: Kris.Kendall@Kimball.com

Financial Reporting: Carolyn Brewer
Assistant Controller 1600 Royal Street Jasper, IN 47549-1022
PH: 800-482-1616 ext. 8518
EM: Carolyn.Brewer@Kimball.com

Contracts:
Stacy Huelsman
Commercial Contract Mgr 1600 Royal Street
Jasper, IN 47549-1022
PH: 800-482-1616 ext. 8108
EM: Stacy.Huelsman@Kimball.com

H. Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Kimball Office has Sales Representatives in all 50 States. The direct sales team is divided into separate categories. Representation is primarily structured to focus on Sales and Service to our end customers and to our authorized Dealer Network. Other representation is the Government Sales. We have specialized Sales Representatives that focus entirely on Government business. Another important aspect of our business is the A&D community and we have sales representation focusing on that important link to the sales process. The country is divided into
(10) regions and a Regional manager is assigned to each region. The Sales Team members report to the Regional managers. Leading the Regional Managers are two Director of Sales positions, one for the Eastern half of the country and one for the Western half of the country. A Director of A&D leads the A&D team. In the Government sector, we have a Director of Government Sales. The four Directors report to the Vice President of Sales. The Vice President of Sales reports to the highest Executive level in the in the sales organization. That position is President of Kimball Office.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Kimball Office Government Sales Managers (GSMs) are the program regional owners and provide program leadership in their respective areas. They work in conjunction with the OMNIA regional managers in their areas to grow the program sales. Together they strategize on targeted accounts, leveraging existing contact relationships. They involve the Kimball Office Region Management team as well as the Market Sales Managers to insure a constant touch and sales process forward action. The GSM's coordinate Dealer Boot Camps for both the Public and Education Sector Region Managers. Together they educate and promote the OMNIA allocating resources appropriately.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Kimball Office has developed the following structure to manage the National IPA program through the terms of the agreement:

- A dedicated program owner – Rhonda Hammack
- A dedicated contract specialist – Stacy Huelsman
- Regional Program Owners – Five Government Sales Managers
- A dedicated trained internal government support team providing timely new participant set up.
- A sales reporting structure that provides National IPA monthly sales reporting requirements by registered end-user.
- A marketing specialist that will work in conjunction with National IPA to develop joint marketing and sales pieces.

The Kimball Office leadership team has put the resources in place for continued sales growth. This structure has served us well during the current contract period.
A new contract would allow us to re-train and re-focus for continued sales growth.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Kimball's Public Sector sales volume for fiscal year 2019 $23,642,131.00. Our top 10 accounts are as follows:

Laredo Community College
Cosumnes Community
Service University of North Carolina at Chapel Hill
City of Dallas
Pima Medical Institute-Tucson Campus – AZ
Boston University
City of Stamford
Virginia Tech
West Virginia University Robert C Byrd Health
NAACP

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Kimball Office has taken advantage of recent advancements in technology by implementing and making available to our business partners a number of electronic tools. We have partnered
with leaders in the software industry to develop and implement these electronic resources to enhance the Kimball Office experience for our customers. Matched with future advancements in our E-Business capabilities, these tools allow our customers to easily specify and select product, view renderings, submit orders and check order status.

Payment Methods:
- Check
- Wire Transfer
- ACH
- EFT

Ordering Methods:
- Mail
- Fax
- Email
- SAP
- EDI

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_100,000_.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Recent and future events in cooperative purchasing landscape may create additional challenges, but Kimball Office is committed to strive for continued annual double-digit contract sales growth. With these uncertainties Kimball Office therefore will only provide a nominal annual sales guarantee.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

Kimball Office Inc. will lead with OMNIA Partners, however; to clarify that OMNIA Partners does not expect Kimball Office Inc. to walk away from sales opportunities when the end user rejects use of OMNIA Partners, the following changes are requested.

For avoidance of doubt, OMNIA Partners does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.

i. Respond to registered and qualified end National IPA end-users with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Kimball Office proposes the additional language in red to be added to the existing statement above.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Kimball Office Inc. will comply with this request. For clarification, Lower pricing given to OMNIA Partners members due to competitive reasons will be reported to OMNIA under the Master Agreement unless they have an existing standard agreement with Kimball Office Inc. (brand(s)) at time of award. Kimball Office Inc. will then review in detail when existing contract is up for renewal.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

Kimball Office Inc. proposes to delete the language as set forth on 3.niii:

Commitment of Exhibit A. In lieu of such language in 3.n.iii, Kimball Office Inc. commits as follows:
In the event that the Public Agency refuses to utilize Master Agreement, the Supplier may provide pricing under an alternative agreement. It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. In the event of an award of the higher, customer net price, non- OMNIA Partners Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.

Kimball Office Inc. requests the proposed language in red for clarification purposes.

Detail Supplier's strategies under these options when responding to a solicitation.

Kimball Office Inc. will lead with OMNIA Partners as our primary Cooperative Purchasing vehicle in all appropriate sales opportunities through bid processes, face to face communication and marketing strategies. The Administrative fee will be paid on all purchases made by qualified, registered customers as agreed upon within the Master Agreement. In the event, a customer chooses not to use the OMNIA Partners Cooperative Purchasing agreement, pricing will be proposed at equivalent or higher customer net pricing to the customer to avoid the loss of a sales opportunity. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

Kimball Office Inc. understands and complies with the information within OMNIA Partners Exhibit A in conjunction with the typed responses / alternative language submitted.

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SPF Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SFP Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SPF BAA Certification is made on a case by case basis depending on the ~~product~~ mix selected. Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Kimball International, Inc.

Address, City, State, and Zip Code:
1600 Royal Street, Jasper IN 47546

Phone Number: 800-647-2010 Fax Number: 812-481-6174

Printed Name and Title of Authorized Representative: Shane P. Flynn, Federal Government Contract Manager

Email Address: shane.flynn@kimball.com

Signature of Authorized Representative: Shane P. Flynn

Date: 08/06/2019

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Don VanWinkle *, an authorized representative of* Kimball Office Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/16/19 — Director

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

State of Indiana

County of Dubois

I, Don VanWinkle *(Name)* *of the* Jasper *(City)*

in the County of Dubois, *State of* Indiana
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director *(Title)* *of the firm of* Kimball Office Inc. *(Company Name)*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Kimball Office Inc. *(Company Name)*

(Authorized Signature & Title) Director

Subscribed and sworn before me

this 16 day of August, 2019

Ramona A. Wagner

Notary Public of Indiana

My commission expires: , 2023

SEAL

RAMONA A. WAGNER
Notary Public - Seal
Dubois County - State of Indiana
Commission Number 673507
My Commission Expires September 28, 2023

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/16/19
Date

Director
Authorized Signature and Title

Certification 27510

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2018 to 15-FEB-2021

KIMBALL OFFICE INC.
1600 ROYAL ST. MAIL CODE K0222
JASPER IN 47549

ELIZABETH MAHER MUOIO
Acting State Treasurer

Certificate Number
11714

Registration Date: 03/08/2018
Expiration Date: 03/07/2020

State of New Jersey

Department of Labor and Workforce Development

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Kimball Office Inc. dba Kimball

2018

Responsible Representative(s):

Michael S. Wagner, President
Michelle R. Schroeder, Vice-President
John H. Kahle, Secretary
James C. Thyen, CEO
Douglas A. Habig, Chairman

Responsible Representative(s):

C. Allen Parker, Vice-President
Donald W Van Winkle, Vice-President
R. Gregory Kincer, Treasurer
Robert F. Schneider, CFO
John C Manchir, Operating Agent

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Kimball Office Inc.		
Address:	1600 Royal Street		
City:	Jasper	State: IN	Zip: 47546

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Don VanWinkle	Director
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

BUSINESS ENTITY ANNUAL STATEMENT

NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received $50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement July 30, 2019 Activity for Calendar Year 2018 ☐ Check if Amendment

Part 2: Business Entity Information

Business Name Kimball Office Inc.

Business Type Other Business Organization

Address 1 1600 Royal Street

Address 2

City Jasper State Indiana Zip 47546

*(Area Code) Telephone Number 800-482-1616

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Tonja Last Name Blackgrove

Title/Position State Contract Specialist Date July 30, 2019

*(Area Code) Telephone Number 812-482-8573

☒ Check this box to certify the above acknowledgement.

A business entity which has received $50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Kimball_Form BE.pdf

Confirmation number : 20183030856

Business Entity Name : Kimball Office Inc.

Filing Year : 2018

The information was received on : 07/30/2019

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

Print this page for your records.

TOP

Pay-to-Play
Contact ELEC
Legal References
Filing Deadlines
Forms and Instructions
File the Form BE
Subscribe to P2P News
Unsubscribe from P2P News
Seminar Registration
Search Information
Quick Data Download
FAQ's

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 16 day of August.
2019 Ramona A. Wagner
(Notary Public)

My Commission expires: 9-28-23

(Affiant)

Don VanWinkle, Director
(Print name & title of affiant)

(Corporate Seal)

RAMONA A. WAGNER
Notary Public - Seal
Dubois County - State of Indiana
Commission Number 673507
My Commission Expires September 28, 2023

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: U C # 001218 **Bidder/Offeror:** Kimball Office Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Don VanWinkle Signature: _____

Title: Director Date: 3/16/19

DPP Standard Forms Packet 11/2013

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

09/28/11

Taxpayer Identification# 351-688-210/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
KIMBALL OFFICE INC.

TRADE NAME:

ADDRESS:
1600 ROYAL ST GOX 201
JASPER IN 47546

SEQUENCE NUMBER:
0100376

EFFECTIVE DATE:
12/30/88

ISSUANCE DATE:
09/28/11

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
351688210	☒ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	938

4. COMPANY NAME: Kimball Office Inc.

5. STREET	CITY	COUNTY	STATE	ZIP CODE
1600 Royal St. Mail code KO222	Jasper	Dubois	IN	47549

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
Kimball Int'l Inc.	Jasper	IN	47549

7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ:

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 858

10. PUBLIC AGENCY AWARDING CONTRACT

	CITY	COUNTY	STATE	ZIP CODE
Procurement Bureau	Trenton	Mercer	NJ	08625

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	94	56	38	0	1	0	1	54	0	0	0	1	37
Professionals	80	40	40	1	0	1	1	37	1	1	1	0	37
Technicians	69	54	15	0	0	0	0	54	0	1	1	0	13
Sales Workers	71	22	49	0	1	0	0	21	1	2	0	0	46
Office & Clerical	48	11	37	0	0	0	0	11	0	0	0	0	37
Craftworkers (Skilled)	285	206	79	0	2	0	0	206	0	1	1	0	77
Operatives (Semi-skilled)	246	131	115	2	8	1	1	119	1	1	0	1	112
Laborers (Unskilled)	32	23	9	0		0	0	0	0	0	0	1	8
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	938	552	386	3	12	2	3	532	3	6	3	3	371
Total employment From previous Report (if any)	1246	788	458	10	28	6	23	720	4	8	6	2	437
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	13	9	4	0	0	0	0	9	0	0	0	0	4

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED: From: 8/16/19 To: 8/16/19

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED: MO. 01 DAY 18 YEAR 2018

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO / DAY / YEAR
Tonja L Blackgrove		State Contract Specialist	05 / 18 / 2015

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
1600 Royal St Mail Code KO222	Jasper	Dubois	IN	47546	812 - 482 - 8573

UC OFFICE FURNITURE AND RELATED SERVICES
Executive Summary

Lead Agency: University of California

Solicitation: #001218

RFP Issued: July 8, 2019

Pre-Proposal Date: July 25, 2019

Response Due Date: August 21, 2019

Proposals Received: #11

Awarded to: Kimball Office, Inc. – Purchasing Agreement #2019.001896

The University of California, Office of the President (UC) issued RFP #001218 on July 8, 2019 to select a supplier to support UC locations including campuses, medical centers, national laboratories, the Office of the President its affiliates and California State College (CSU) for office furniture and related services.

The Regents of the University of California partnered with OMNIA Partners to include a national cooperative purchasing opportunity:

> *The purpose of this Request for Proposal (the "RFP") is to invite qualified furniture manufacturers to prepare and submit proposals to the University of California ("UC") to provide Office Furniture ("Goods") and related services, either directly or through a subcontracted dealer network; such services to include (but are not limited to) design/consultation, delivery, and installation ("Services") (together, the "Goods and Services) all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. Potential proposers shall note, the UC has partnered with OMNIA Partners, Public Sector to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUSource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On August 21, 2019 proposals were received from the following offerors:

- Allsteel Inc.
- The HON Company LLC
- Haworth
- Herman Miller, Inc.
- Irwin Seating Company
- Kimball Office, Inc.
- Knoll, Inc.
- Krueger International, Inc.
- Office Depot, Inc.
- Steelcase, Inc.
- Teknion LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to award Kimball Office, Inc. Steelcase, Inc. and Herman Miller, Inc.

Contract includes:

- Systems Furniture, Freestanding, Storage, Seating, Tables.
- Services for an additional fee: Design, Project Management, Demolition, Storage, Labor/Installation.

Term:

Initial five (5) year agreement from May 20, 2020 through April 30, 2024 with the option to renew for five (5) successive years (Renewal Terms), exercised individually, in combinations, and/or as a single block of 5 years through April 30, 2029.

Pricing/Discount: Discount off List.

OMNIA Partners, Public Sector Web Landing https://www.omniapartners.com/publicsector/

suppliers/kimball/contract-documentationPages:

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OFFICE OF THE EXECUTIVE VICE PRESIDENT—
CHIEF FINANCIAL OFFICER

OFFICE OF THE PRESIDENT
1111 Franklin Street. 10th Floor
Oakland, California 94607-5200

November 29, 2021

To: Participating Organizations, Education Entities,

State Agencies, and Suppliers

From: Marilyn Biscotti, Senior Commodity Manager

RE: Kimball & University of California National Contract – 2019.001896
– December 2021 List Price Increase

This memo will serve as notice that the new price list for the National Agreement has been agreed to by the University of California and will reflect a temporary surcharge beginning December 16th, 2021.

All other terms and conditions of the agreement shall remain in full unless changed, altered or amended on a formal contract amendment signed by both parties per the requirements of the contract.

Thank you

Marilyn Biscotti

Marilyn Biscotti
Senior Commodity Manager - Strategic Sourcing
UC Procurement Services
Marilyn.Biscotti@ucop.edu

From: Yvonne J Macon
To: [redacted]
Cc: Yvonne Macon
Subject: Intent to Award - Office Furniture RFP
Date: Thursday, November 7, 2019 6:03:06 PM
Attachments: image002.png

Re: RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019

Dear [redacted] Kimball Team:

Our evaluation process of proposals for the University of California - Office Furniture RFP, has been completed and we are pleased to advise you that your company has been selected as an Apparent Awardee, allowing you to move into the contracting phase of this RFP. I offer you my congratulations!

This is not a guarantee of contract; any finalized contract is pending successful negotiation of contract terms and a verification your company's ability to provide the services, as specified, within the time frames stated in the RFP. National contracting and roll-out dates shall be communicated by OMNIA Partners. UC Target dates worthy of note, are as follows:

- Contract Execution – Mid-January
- Contract Announcement – February 2020
- System-wide Webinar – March 2020
- Campus Roll-outs – Q3/Q4 of 2020
- eProcurement Integration/Implementation – 18 months of contract signature

Most immediately, you will be asked to work with the RFP Administrator (myself) to set up a series of meetings for the review of contract terms and formation. You are asked to supply the names and titles of individuals who should be included in these meetings, including best days and times, particularly where there are Time Zone considerations. These discussions may include, but are limited to:

- UC contract documents
- Any Supplier exceptions to RFP or UC attachments
- Areas/items requiring clarification or refinement. This may include elements of pricing
- Scope of Work development

If contract execution is achieved, Kimball will be required to partner with and UCOP Procurement in the planning and development of materials and training which align with the events above and provide an immediate 'Go to Market' plan for all campuses, including the needed structure for access to regional services/sales, transacting process, viewing of approved product line, and marketing materials with specifications. That should prove to be a rewarding phase of this RFP process.

Currently, I ask that you provide the information requested in paragraph three of this email. Depending on the dates of our first meetings, I may provide documents for your review, prior to our call. I certainly look forward to 'meeting' with you at that time. If you have any questions, I

encourage you to contact me at (530) 752-5684.

Congratulations and thank you again for your cooperation during this process.

Yvonne J. Macon, C.P.M., C.P.S.M.

Commodity Manager - MRO & Facilities
Center of Excellence - University of California Office of the President
260 Cousteau Place Ste. 150, Davis, Ca. 95618
yjmacon@ucdavis.edu or yvonne.macon@ucop.edu

(530) 752-5684



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STRATEGIC SOURCING

OFFICE OF THE PRESIDENT
1111 Franklin Street. 10th Floor
Oakland, California 94607-5200

DATE: 6-1-20

TO: Whom It May Concern

FROM: Yvonne Macon
Sr. Commodity Manager, UC Office of the President
University of California

SUBJECT: RFP # 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019

The Evaluation Committee reviewed the responses and recommended the following companies be awarded:

- Steelcase, Inc.
- Herman Miller, Inc.
- Kimball Office

The recommended Suppliers, submitted offers that were determined to be most advantageous to the University of California Office of the President, based upon the evaluation criteria stated in the RFP. All the recommended respondents were determined to be competitively priced and best suited to provide the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each term if they are eligible for renewal with each new term.

This multiple award is most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of end-users.

Sincerely,

Yvonne Macon
Sr. Commodity Manager,
Center of Excellence, University of California Office of the President
Phone (530) 752-5684
yvonne.macon@UCOP.edu

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OFFICE OF THE EXECUTIVE VICE PRESIDENT – CHIEF FINANCIAL OFFICER

OFFICE OF THE PRESIDENT
1111 Franklin Street, 10th Floor: Oakland, California 94607-5200

Date: April 6, 2022

To: Participating Organizations, Education Entities, State Agencies, and Suppliers

From: Marilyn Biscotti, Senior Commodity Manager

RE: Kimball International Brands, Inc. Fuel Surcharge Contract 2019.001896

Effective April 4, 2022, Kimball International implemented a 3% fuel surcharge. All orders placed under University of California Agreement 2019.001896 for both the UC Campus and OMNIA National Program are affected. All products within the Kimball brand (including David Edward), National, Etc., and Interwoven brands will realize the fuel surcharge. This surcharge does not apply to the Poppin brand.

Current global events have caused extraordinary increases in inbound and outbound domestic and international freight, as well as internal logistics costs. Due to these sustained, escalated fuel and transportation expenses, suppliers and freight forwarders have started to pass these incremental costs on to Kimball International – resulting in increased costs to manufacture and delivery of products. This surcharge is necessary to adjust for costs which Kimball International cannot continue to absorb.

While various efforts in the market are being made to moderate fuel prices, including the recent announcement to release energy reserves, we foresee inflated prices to endure for the foreseeable future.

The following are key details:

1. The surcharge will appear as a separate line item on all acknowledgements and invoices, calculated as a percentage of the net subtotal of your order on all orders received on/after April 4th.
2. CET will be updated with a reminder regarding the surcharge. While it is not possible to update specific prices at the model level, a notation will be featured in this tool.
3. Continuous improvement and intentional actions to mitigate the escalating cost increases are actively being pursued to help offset the above necessary actions. We will continue to monitor and adjust the surcharge accordingly.

4. The surcharge will NOT be applied to orders in-house prior to April 4th which are acknowledged with standard lead times. Orders placed in advance for future projects, beyond standard lead times, will be assessed the 3% fuel surcharge.

In further communication with Kimball International, UCOP has inquired as to the benchmarking method of these costs to mitigate the escalating cost increases. We will continue discussions with Kimball International to monitor their efforts to manage fuel and transportation expenses.

All other terms and conditions of the agreement shall remain in full unless changed, altered, or amended on a formal contract amendment signed by both parties per the requirements of the contract.

Thank you,

Marilyn Biscotti

Marilyn Biscotti
Senior Commodity Manager – Strategic Sourcing
UC Procurement Services
Marilyn.Biscotti@ucop.edu

cc: Paul Williams – UCOP Chief Procurement Office and Associate Vice President
Sean Parker – UCOP Associate Director Facilities, Maintenance, & Capital Programs
Gerhard Stadel – Kimball International, Public-Sector Sales Manager, Workplace
Kelli Jenkins – Kimball International, Trade Manager – Strategic Contracts, Workplace

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OFFICE OF THE EXECUTIVE VICE PRESIDENT – CHIEF FINANCIAL OFFICER

OFFICE OF THE PRESIDENT
1111 Franklin Street, 10th Floor: Oakland, California 94607-5200

Date: March 21, 2022

To: Participating Organizations, Education Entities, State Agencies, and Suppliers

From: Marilyn Biscotti, Senior Commodity Manager

RE: Kimball Office Inc. Name Change

This memo will serve as notice that Kimball Office Inc., a subsidiary of Kimball International, Inc., has undergone a name change and now operates under the new name, Kimball International Brands, Inc.

We kindly ask you to update your records accordingly and to address all future business correspondence to Kimball International Brands, Inc. Other than the entity name, all other details and structures of the company as well as current contact and other agreements remain unchanged. Please also note that future invoices will be issued using Kimball International Brands, Inc. other terms and conditions of the agreement shall remain in full unless changed, altered, or amended on a formal contract amendment signed by both parties per the requirements of the contract.

Thank you,

Marilyn Biscotti

Marilyn Biscotti
Senior Commodity Manager – Strategic Sourcing
UC Procurement Services
Marilyn.Biscotti@ucop.edu

cc: Sean Parker
Kelli Jenkins
Gerhard Stadel

DocuSign Envelope ID: 6EA2A94D-4C9C-4D2E-AC56-49EAB2A1249B

ATTACHMENT A - STATEMENT OF WORK

KIMBALL OFFICE - AGREEMENT #2019.001896

This Statement of Work – Attachment A ("SOW") is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a 'fully compressive product line'/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation ("Services"). Together, the "Goods and Services" all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

2. Implementation

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

Supplier Obligations

Action	Date relative to contract signature
Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel's sales staff and other Kimball sales representatives	Within 10 days
Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract though its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications	Within 30 days
Create power point and other types of communication that highlight new award and its changes. Create presentation and develop training schedule for all Kimball distribution channel. Review all existing opportunities and notify of new award and date	Within 60 days
Complete presentation and roll out to all Kimball Distribution channel. Develop tracking plan for new contract progress. Meet with Omnia and UC to review progress and activity.	Within 90 days
Action	Contract Start - 11/01/20

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies. Conduct a meet and greet with design, construction, facilities and department heads Create marketing materials for email, providing contact information Acquire names of design staff and facilities staff, calendar of campus vendor shows	Prior to implementation date
Introduction, by campus with service partners/Dealers Training at each campus with facilities, designers and procurement Post cards announcing new products and or custom designs completed Announcement in the major publications Joint community outreach with various campuses Design marketing and support based on each campus's need and demographic One campus per quarter to factory tour Joint research projects to improve the use of spaces and student engagement/success Seating labs, product display areas Integrate technology where appropriate with AV, VR, AR, etc.	9-28-20 -11/1/2020
UC ECOMMERCE	
Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities	1st Week
Define a specific set of materials (including Options) Within 6 months: Create a punchout site and link to the e-procurement site of the client	1st 3 months
Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.	Within 9 months
Testing/Piloting of the system to insure everything is operating properly	Within 1st year

UC Obligations

Action	Contract Start - 11/01/20
UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:	
Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

a. Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
b. Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
c. The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.

d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
e. UC Hastings College of Law
f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
g. Lawrence Livermore Lab and additional centers and offices as further detailed at: http://www.universityofcalifornia.edu/uc-system/parts-of-uc
h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
i.

4. Key Personnel

NATIONAL PROGRAM - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at https://www.kimball.com/contactus/all-dealers/.

UC PROGRAM - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

Supplier's Account Management Team is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

UC'S Project Mangers:

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator Yvonne.Macon@ucop2022
eProcurement Implementation	Lia Scott liascott@ucdavis.edu & Terese Merrell Terese.Merrell@ucop.edu
Sustainability Reporting,	Stephanie Lopez stephanie.Lopez@ucop.edu & Heather Perry heather.perry@ucsb.edu
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez stephanie.Lopez@ucop.edu & Yvonne Macon

5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).

B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
   1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
   2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).

C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
   1. Campus Fire Marshall (or equivalent, if none exists)
   2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)

D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.

E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years.

F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

** Restocking - All returns **of conforming product**, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates" priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &

B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

9. Program Requirements

A. General

a. There shall be no minimum order requirements (quantity, dollar size, etc.).
b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: https://www.bifma.org/page/StandardsShortDesc
e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

B. Administration – (This section is UC Specific)

Supplier shall provide the following program administration functions to UC:

a. Project Manager to coordinate program implementation (see implementation Plan).
b. Account Management for on-going contract monitoring and maintenance
c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
    - Sales Data for UC System
    - Fiscal Year to Date (beginning July 1).
    - Fiscal Year to Date for the previous year.
    - Last 12 month spend.
    - Last 12 month spend for the prior year.
    - Company or Dealer updates/changes
    - Sustainability
    - Outreach and Projects
    - SLA Scorecard and Issues
    - Product – changes and new lines
f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

C. Ecommerce and Related Invoicing/Settlement (This section is UC Specific)

a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

D. National Program

a. Manufacturer/Suppler must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

E. Product Requirements

a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
   - Panels and Desks/Work Surface (Adjustable and Fixed)

- Storage
- Freestanding
- Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
- Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)

b. Product Purchase Restrictions (UC Specific) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.

c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.

d. New and Discontinued Products

1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
    - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.

e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.

f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.

g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

F. Services

a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.

b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages

c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

11. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

12. Liquidated Damages (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars ($500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 ½% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 ½% (total of 7 ½%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 ½% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

13. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

Exhibit A – National Discount and Service Pricing
Exhibit B – **UC** Discount and Service Pricing
Exhibit C - UC Sustainability Requirements
Exhibit D – UC Reporting Requirements
Exhibit E – UC Ergonomic Requirements
Exhibit F – UC Dealer Network & Capabilities
Exhibit G - UC –Additional Terms and Conditions

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**KIMBALL OFFICE, INC.**
DocuSigned by: William M. Cooper 1E90FA0709254CF...	Phyllis Goetz
(Signature)	(Signature)
William Cooper AVP & Chief Procurement Officer	Phyllis Goetz, President
(Printed Name, Title)	(Printed Name, Title)
5/21/2020	05/20/2020
(Date)	(Date)

EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS

A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

A.2 – Price Increases

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57

	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
Storage	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
Seating	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

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	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57

Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							

Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates (NTE)**	**Comments**
Design Services	$70.00	
Project Management Services	$72.00-125.00	
Asset Management (e.g. Dealer tracks ownership at campus level)	n/a	
Demolition (breakdown and removal or repacking of old stock)	n/a	
Other - Insert rows as needed		
Storage	**Rate per Sq. Ft. (NTE)**	**Comments**
Storage	$1.57	
Labor/Installation -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.	**Hourly Rates (NTE)**	**Comments**
Basic Installation Rate (utilizing Standard Labor)	65.00-250.00	
Services Associated with Discount off List		

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DELIVERY

• Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.

• Inside Delivery means product is delivered to the site and unloaded.

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

Pricing Parameters

• During normal business hours, M-F, 7:00am-5:00pm local time.

• Non-union labor

• All necessary tools and equipment required to install per the drawing or quote

• Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process

• Free and clear access to loading docks and elevators

• Job site to be free and clear of debris

• Service work not be hindered by other trades, product tools, equipment

• Reasonable access to space

Exclusions:

• Any work requiring a licensed electrician is the purchaser's responsibility

• Hardwiring of furniture to the building source

• Connection of phone and data lines to the building source

Additional Cost:

• Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

EXHIBIT B - UNIVERSITY OF CALIFORNIA DISCOUNT & SERVICE PRICING AND PRICING TERMS

B.1 Product/Service Pricing - UC

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect for the UC at the time the purchase order is placed, less the minimum discounts on the items listed below. Price List 2019, as bid in August 2019, shall remain firm until April 30, 2021.

The price for services as stated as a 'Discount off List Price' (included with delivered product) or as 'Services Rates' priced hourly/separately per service.

Deliveries from manufacturer or Dealer to the UC, shall be FOB **UC designated location**, freight prepaid and allowed for purchase orders within the United States.

Payment Term revised for UC – Purchases for UC locations, under this Agreement are Net 30 days of product delivery to UC designated location (including Dealers Warehouse. This is a change for terms stated for Participating Agencies.

B.2 UC Price Protection

Discount Percentages/Pricing Structure, as quoted in the RFP Response and negotiated, shall remain firm for the initial period of the agreement (May 20, 2020 to April 30, 2024). In addition, actual prices quoted at the time of this RFP, as based on discount off current Manufacturer's National List Price #2019, shall be held firm until April 30, 2021, meaning prices quoted cannot increase, regardless of any change to the Manufacturer's National List Price until that time. Additional Price List advancements will not be considered more than once yearly. If increases are supported by market data and negotiated with Contract Administrator (see below), UC will advance to the next price List, in consecutive order (e.g.PL 2020 on May 1, 2021). UC orders are subject to Price List, in effect for UC at order placement.

a) Product list-price adjustment shall be effective upon a sixty (60) day written notification given to UC. When submitting notice of increases, SUPPLIER shall provide supporting documentation, which will include a spreadsheet displaying product increases and the UC weighted average increase, as well as market information and commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI -BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI -BLS Series ID: WPU12220325 Price of Non-wood Office Seating ; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Calculation of weighted average increase will be based on items purchased over the previous 12 months by UC. In the event the UC weighted average change has a significant and documented cost increase in excess of 3.0%, a full examination of market data and resources, shall be conducted by UC and Supplier to arrive at a final determination of market impact/increase. Impacted areas/product may be negotiated by UC, individually and/or as an aggregate, to arrive at the final determined increase; changes to be mutually approved.

b) Service Pricing Increases (Hourly Service Rates -not inclusive of Prevailing Wage Quotes) - Hourly Service and Labor Charges are quoted for services provided by Supplier's Dealers. Increases are not allowed during the Initial (UC) Agreement Term unless unforeseen events/circumstances, regional or state-wide, create market pressures limiting the ability of a Dealer to contract for services within the parameters of this Agreement. In that event, the Supplier shall supply proof of market condition and/or any alignment to "Increases for Modular Furniture Installation #NC-23-31-15-2019-1", to UC contract Administrator, with request; outcome to be supported and mutually agreeable.

Product Category	UC Program - Manufacturer Discount off List					
	Product line	Drop Ship	**Basic Installation**	**Complex Installation**	**Volume Discounts 100k-400k**	**Volume Discounts >400k**
Systems Furniture	Narrate	70	64	62	70.5	71.25
	Footprint	70	64	62	70.5	71.25
	Traxx & Tiles	70	64	62	70.5	71.25
	Xsite	70	64	62	70.5	71.25

	Xsede	70	64	62	70.5	71.25
	WorkAble	70	64	62	70.5	71.25
	Canopy	70	64	62	70.5	71.25
	Cetra	70	64	62	70.5	71.25
Freestanding Furniture	Footprint	70	64	62	70.5	71.25
	Priority	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	Fixt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Stow	60	57	53	60.5	61
	Scenario	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	Fluent	60	57	53	60.5	61
	Guide	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Sanctuary	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
Storage	Footprint	70	64	62	70.5	71.25
	LF Files	60.5	57	55	61	62
	Fundamental Files	60.5	57	55	61	62
	Priority	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
Seating	Abbott	59.5	56.5	52	60	61
	Acapella	59.5	56.5	52	60	61
	Adagiato	59.5	56.5	52	60	61
	Alpine	59.5	56.5	52	60	61
	Arpeggio	59.5	56.5	52	60	61
	Beo	59.5	56.5	52	60	61
	Bloom	59.5	56.5	52	60	61
	Boyd	59.5	56.5	52	60	61
	Clairmont	59.5	56.5	52	60	61
	Collage	59.5	56.5	52	60	61
	Enjoy	59.5	56.5	52	60	61
	Event	59.5	56.5	52	60	61
	Flip	59.5	56.5	52	60	61

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	Greer	59.5	56.5	52	60	61
	Helio	59.5	56.5	52	60	61
	Independence	59.5	56.5	52	60	61
	Itsa	59.5	56.5	52	60	61
	Joelle	59.5	56.5	52	60	61
	Joya	59.5	56.5	52	60	61
	Lusso	59.5	56.5	52	60	61
	Meadow	59.5	56.5	52	60	61
	Nash	59.5	56.5	52	60	61
	Nate & Natty	59.5	56.5	52	60	61
	Niles	59.5	56.5	52	60	61
	Pairings	59.5	56.5	52	60	61
	Pep	59.5	56.5	52	60	61
	Physician Exam Stool	59.5	56.5	52	60	61
	Poly	59.5	56.5	52	60	61
	Pose	59.5	56.5	52	60	61
	Shore	59.5	56.5	52	60	61
	Splendor	59.5	56.5	52	60	61
	Spruce	59.5	56.5	52	60	61
	Stature	59.5	56.5	52	60	61
	Sycamore	59.5	56.5	52	60	61
	Theo	59.5	56.5	52	60	61
	Tucker	59.5	56.5	52	60	61
	Villa	59.5	56.5	52	60	61
	Wilder	59.5	56.5	52	60	61
	Wish	59.5	56.5	52	60	61
Tables	Bloom	59.5	56.5	52	60	61
	Contemporary	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	fiXt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Overbed	60	57	53	60.5	61
	Pose	59.5	56.5	52	60	61
	Scenario	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Villa	59.5	54	50	60	61
Accessories and Technology Support	Perks	60	57	53	60.5	61
	Jolt	60	57	53	60.5	61

Repair Parts non-warranty Net pricing						
Insert additional rows as needed						

Other Required Services for UC Locations - to be offered by Dealer for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates**	**Comments**
Design Services	$66.30	NOTE: Design Services is offered hourly or as a percent% off discount (2% of List)
Project Management Services	**$73.44**	
Asset Management (e.g. Dealer tracks ownership at campus level)	n/a	
Demolition (breakdown and removal or repacking of old stock)	$53.04	
Other - Insert rows as needed		

Storage	**Rate per Sq. Ft.**	**Comments**
Storage (for anything beyond the mandated 30 days)	$1.57	

Labor/Installation - Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate (Standard used for Basic Installation and not to be less than UC Fair Wage-Fair Work rate paid to installers), while taking into consideration the labor activity required for the installation and the local labor regulations.	**Hourly Rates**	**Comments**
Basic Installation Rate (utilizing Standard Labor)	**$53.04 - $65**	$53.04 Irvine, UCLA, Riverside, San Diego and Santa Barbara $65 for UC Merced, Berkley, Santa Cruz, San Francisco, UC Davis

Services Associated with Discount off List

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Drop Ship Delivery has two options:
• Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.
• Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.

Dealer Delivery/Basic Installation Services will include:
• Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
• Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
• Removal and disposal of any packing materials (removed from UC site/property).
• ADA compliance (required)
• Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
• Processing of any necessary freight/damage claims.

Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:
• All services described in above Basic Installation.
• Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
• Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

Design Services
Design Services are usually utilized for a Complex Installation project. These same design services are available when using Drop Ship Delivery or Basic Installation and are quoted as an additional hourly cost. Pricing for design services include, but are not limited to:
• Maximum of Two Designs
• Up to Two Major Design Revisions (changes > 30%)
• Fully-annotated 2D and 3D CAD renderings for initial design and all revisions
• Complete Installation Drawings
• Site Verification and Field Measurements prior to Furniture Order
• Verification of all Critical Measurements taken from Architectural Drawings
• Furniture Electrical Plans (Note: Client/Customer responsible for coordination and implementation of the building electrical/data per furniture plans.)
• Signed Furniture Plans required prior to Specification of Furniture
• Furniture Installation is ADA and California Building Code compliant

• All Finish and Product Samples as needed/as requested; Help and Consultation in the Selection
• Attendance at Required Meetings

Installation Job Site Expectations

• All necessary tools and equipment required to install per the drawing or quote
• Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
• Reasonable access to the space; Access to hoisting and/or elevator service
• Job site to be free and clear of debris
• Containers for the disposal of packing materials off-site
• Service work not be hindered by other trades, product tools, equipment

Exclusions, which are the customer's responsibility, are:

• Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
• Connection of phone and data lines to the building source

Exclusion, which would incur additional labor and equipment cost, is:

• Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Installation labor for a Basic Install or a Complex Install are expected to be conducted during normal business hours, M-F, 7:00am-4:30pm local time, and confirmed by each UC location. Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard labor rate (not to be less than UC Fair Wage-Fair Work rate (currently $15.00 per hr.), taking into consideration the labor activity required for the installation and the local labor regulations. The quoted hourly labor rates are required to be displayed in a detail breakdown on the quote, i.e., number of hours, number of crew, etc. and will include any overtime or "after hours" work, such as evenings, weekends, and holidays.

EXHIBIT C - UC SUSTAINABILTY REQUIREMENTS

Below are excerpts and links related to recent revisions made to UC's Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29): https://policy.ucop.edu/doc/3100155/SustainablePractices
- UC SUSTAINABLE PROCUREMENT GUIDELINES: https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf

UC Sustainable Practices Policy – Sustainable Procurement

E-COMMERCE REQUIREMENTS

Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
2) Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

PACKAGING STANDARDS

UC Standards for packaging materials were listed within the RFP. Supplier must meet one of these goals and (if not mandatory), adhere and/or demonstrate movement toward the other packaging goals. Goals and advancement should be detailed during Business Reviews.

All packaging delivered to the UC must be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

a) Uses bulk packaging;
b) Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
c) Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
d) Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
e) Uses locally recyclable or certified compostable material.

PACKAGING FOAM BAN

By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.

Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

ELECTRONIC TRANSFER OF SUPPLIER INFORMATION

Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

ENVIRONMENTAL MARKETING CLAIMS

All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf).

UC Sustainable Procurement Guidelines

GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING

Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (http://supplier.kp.org/formsreqs/KPEPPStandards.pdf), including, but not limited to:

a) Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
b) Polyvinyl chloride (PVC)
c) Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
d) Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
e) Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
f) Antimicrobial/antibacterial agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

FURNITURE SUSTAINABILITY STANDARDS

These standards are applicable to all new individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. marker boards and tack boards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture.

These standards do not apply to office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

Minimum Required Criteria:

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
   a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).
   b) Be free of the 5 classes of chemicals of concern described below:

      1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
         a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
         b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
            i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
            ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
      2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
         a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
         b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
         c. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
         d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
         e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance

documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).

1. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
2. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
3. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

Preferred Criteria

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
  - GOTS
  - Standard 100 by Oeko-Tex
  - STeP by Oeko-Tex
  - Cradle to Cradle
  - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

Documentation Requirements

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

Definitions for this Exhibit

Antimicrobial chemicals:

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

Flame retardant chemicals:

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above 1,000 ppm.

Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.

- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

Volatile Organic Compounds (VOCs):

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.

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EXHIBIT D – UC Reporting Requirements

UC System-wide Purchase and Usage Reporting

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within thirty (30) business days from the close of the previous quarter. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. Note: An exception is provided for ANR locations; such locations volume/rebates to be included in reporting for the 'hosting UC campus', providing procurement services for the ANR location.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -June quarter
- Oct: for the prior July-Sept quarter

Sustainability Reporting

Supplier shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator.

The usage report shall be submitted each quarter, within thirty (30) business days from the close of the previous quarter, mirroring the schedule above. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier)
- Campus location and Purchase Order Number
- Order date or invoice date
- Customer number
- Ship To Address
- Product Category (systems furniture, conference, seating, lounge)
- Manufacturer Name
- Manufacturer Product Number
- Item Model Name
- Item Description
- Unit Price**
- Extended Price (quantity x unit price)
- Total Weight (lbs.)
- Pre-Consumer Recycled Content per unit (%)
- Post-Consumer Recycled Content per unit (%)
- Hard Surface Material (e.g. laminate, veneer, etc.)
- Textile Certifications to the best of Supplier's ability – based on textiles used within the 'product units reported' per campus (components are not reported)
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold)
- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold)
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three)
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N)

**Installation and delivery charges should not be included in the furniture unit price.

Reporting of Patronage/Incentives

Supplier shall provide Incentives Reporting to the UCOP Contract Administrator, detailing amounts paid directly to UC Locations, of UC specific rebates of product sales or service to UC Locations, and the data which supports those payments.
Supplier agrees to provide a UC Sales, Incentives/Patronage, and Sustainability Purchase data report to the UCOP Strategic Sourcing Administrator.
http://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting.html

Assistance on completing the form: strategicsourcingreports@ucop.edu
Deadlines for submission of the data report are as detailed above. Quarters reflect UC fiscal year, July-June.

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EXHIBIT E – UC Ergonomic Requirements

The term 'minimum' as used in this section is not a minimum mandatory requirement, or a 'hard specification', it is considered a target measurement or typical desired range, and therefore some variance will be considered and allowed.

A. Seating--
Task Seating
Basic Features:
Chair seat swivels easily on a five-leg pedestal base with casters.
Casters are available for different floor surfaces such as carpet, hardwood, and linoleum -
Adjustment controls - easy to adjust from the sitting position and clearly marked to indicate function
No sharp or hard edges anywhere on the chair or controls
Weight capacity of chair is:
Minimum: At least 250 pounds
Preferred: At least 275 pounds
Five-year minimum warranty
Chair adjustment instructions provided to end user

Seat Features:
Seat height – adjustable at least 4.5 inches within the range of 15 – 22.5 inches from the floor to top of the seat
Seat depth
Minimum: If non-adjustable, seat should be no greater than 17" depth.
Preferred: Adjustable seat depth - provides up to 4 inches of forward/backward seat pan movement, range must include 17" seat depth.
Seat pan angle
Minimum: If seat angle does not adjust, seat is designed with a slight backward or forward angle.
Preferred: Seat angle range has at least 6 degrees of user-controlled adjustability, from leaning forwards to leaning backwards.
Seat pan width minimum of 18 inches/
Front edge of seat is rounded.

Backrest Features:
Backrest height - top of backrest is at least 17.7 inches above the seat (1, pg. 82).
Backrest height adjustability
Minimum: Entire Backrest and /or lumbar support adjustable within the range or 6 - 10.5 inches above the seat 1.
Preferred: Entire backrest and/or lumbar support adjustable from 6-10.5 inches above the seat.
Backrest width - at least 14 inches
Backrest shape
Minimum: Backrest is curved at the lower portion to support the lumbar area
Preferred: Backrest should curve outward towards seated user, especially at the lower portion to support the lumbar area (1, pg. 83).
Backrest angle
Minimum: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to slightly reclined position (105 degrees)
Preferred: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to recline position (120 degrees). User-adjustable headrests are necessary for chair reclining greater than 120 degrees
Backrest angle lock -
Minimum: Backrest can move freely with user-adjustable resistance.
Preferred: Backrest can be locked into various positions.
Armrest Features:
Armrest height
Minimum: adjustable and within the range of 7-10.5 inches.

Preferred: adjustable from at least 7 to 10.5 inches above seat.
Armrest width
Minimum: At least 18 inches of clearance between armrests.
Preferred: At least 18 inches of clearance between armrests and arm-rests adjust in/outwards and pivot.
Armrest shape – smooth, flat, padded with no hard edges or materials.

Value-added Features: Required
Chairs are delivered to campus assembled.
Instructions for warranty and maintenance issues are provided.
Available in fabric and vinyl.
Samples available for Ergonomic Program review and demo rooms.
Speed of delivery/quick ship.

B. Work Surfaces
Free Standing Height Adjustable Table
Basic Features
Height adjustability minimum from 22 to 48 inches. Prefer entire work surface is user height adjustable (electric or crank system) within the above range.
Width of top surface: Shall have a minimum of 48 inches of usable desk surface with a minimum of 41 inches unobstructed leg room underneath
Work surface Depth (with no obstructions for the legs): Shall be a minimum or 24 inches deep. 30 inches or more preferred
Thickness: No greater than 1.5 inches
Finish: Matte finish
Edges: Rounded front edges; no sharp corners, cut-outs, or edges
Stability: Shall be structurally rigid and stable. Shall support at least 200 pounds

Value-added Features: Required
Tables are delivered to campus assembled.
Instructions for warranty and maintenance issues are provided.
Samples available for Ergonomic Program review and demo rooms.

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EXHIBIT F – UC Dealer Network and Capabilities Summary

Kimball's Authorized Dealers for UC

The below list of Dealers, is current as of the signing of this Agreement. Kimball Primary Dealers assigned to the UC, may be changed by mutual agreement or per UC request, per RFP requirements. In addition, Supplier reserves the right to add or delete a UC Primary Dealer, should it be required owing to a change in Supplier's business relationship with that Dealer, necessitating the change. In that event, should the UC request it, a new Dealer, with equal capabilities, shall be established within a similar or superior, proximity to the UC(s) as was the deleted Dealer. Any change of this nature (addition or deletion), over the lifetime of this Agreement, shall be made in writing, ninety (90) days in advance of addition and/or deletion of Dealer and shall not work to the detriment of any current projects, in process with any UC Locations.

Dealer #1	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
CPM One Source **601 West 5th St. #101** **Los Angeles, CA 90071** **Contact: Ted Afetian** **PH: 310-208-8880** **E: ted@cpmonesource.com** **Diversity: SBA**	UCLA UCLA Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
Dealer #2	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
B+C **1060 J St. San Diego, CA 92110** **Contact: Carlos Arzola** **PH: 619-565-5371** **E: Carlos@bcfurn.com** **Diversity: MBE**	UC San Diego UCSD Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
Dealer #3	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
Seats & Stations **1430 Blue Oaks Blvd #150** **Roseville, CA 95747** **Contact: Dennie Moreno** **PH: 916-786-8005 ext 112** **E: dennie@seatsandstations.com** **Diversity: WBE**	UC Davis UCD Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
Dealer #4	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
Quality Office Furniture **23825 Via Del Rio** **Yorba Linda, CA 92887**	UC Irvine UCI Medical UC Riverside		Receive, Deliver, Installation, Reconfiguration,	Los Angeles, CA.

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Contact: Jason Sullivan **PH: 714-692-6667** **E: jsullivan@qualityofficefurn.com** **Diversity: WBE**			Design, Project Management, Moving services	
Dealer #5	**Campuses covered**		**Services Offered**	**Manufacturer showroom location(s)**
Systems Source, Inc. **530 B Street, Ste. 110** **San Diego, CA 92101** **Contact: Rosemarie Smith** **PH: 619-822-2453** **E: rsmith@systemsource.com** **Diversity: WBENC**	UCSF, UCSF Medical UC Berkley, UC Santa Cruz, UC Merced, UC Santa Barbara		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.

EXHIBIT G – UC Additional Terms and Conditions

1. Administrative Fees and Incentives

In addition to OMNIA Partners administrative fees associated with manufacturer's sales under this contract; 1) Supplier shall provide a UC specific rebate of 2% of manufacture's product sales to UC; 2) Dealer shall pay 2% of 'Other Manufacturer's' product sales; 3) Dealer shall pay 2% of Dealer Services to UC; such amounts to be paid quarterly, directly to the UC locations, for the duration of any contract resulting from this RFP process. The amount of quarterly rebate provided to each UC location will be calculated based on the total of product and service billed and paid for each location. Note: Each UC location will have the right to modify proposal pricing for an individual campus, up to 2%, in the event a UC location decides not to implement a rebate program. Instructions for reporting and the Contacts for Payment of Incentives, can be found at https://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting-files/patronage-and-incentives-contact-list.pdf

Instructions

Respond to each question in the questionnaire sheets.

Note

Certain question types are not supported in Excel format (such types are highlighted in the template). Responses to these questions need to be provided on the application.
Data provided through this file will overwrite any existing data on the application.
* Indicates that the question is mandatory and must have a response.

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Company Profiles/General Capabilities
Questionnaire Description:	Company structure, qualifications, and capabilities

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Company Profile - Provide an introduction and general description of the company's background, nature of business activities, and years of experience in providing office furniture and product support.	-	Kimball is an Amercian Manufacturer based in Indiana. Kimball has several sales and manufacturing locations throughout the United States. We manufacture private office, seating, tables, storage, and panel systems using multiple materials such as wood, metal, laminate, glass, etc. Our Office Furniture division was started in 1970 manufacturing casegoods and storage items for the work place. Since then we have evolved into systems manufacturing, metal manufacturing, and added Healthcare and patient care furniture in 2014, We continue to expand our quality offering to provide choice in the work place, in the education space and the family and patient care spaces. We partner with over 300 distribution networks throughout the county, London, Mexico, and the Middle East. We believe that space should be functional and provide comfort and well being
-	2	Proposer's Staffing and Qualifications - Indicate the name and title of the person who will have the overall account management responsibility as specified in this RFP. Provide a brief resume of the account manager's background, training, experience and length of time with the company. Specifically discuss the individual's experience in managing a program of similar size and scope as described in this RFP.	-	Upon award of contract Kimball will hire a respected and knowledgeable account manager for the entire UC System. They will be based in California and be available to all campus locations. Our intent is to hire an account manager with 5 + years experience with office, education and healthcare environments. The account manager would have design and project management experience and have an overall understanding of furniture. We would work in partnership with UC to ensure you have input regarding the right candidate.
-	3	Employee Training - Describe employee hiring requirements and training policy for any staff who would serve the UC.	-	Kimball has QR&R's (Quality Roles & Responsibilities) for each postion within our organization. We conduct panel interviews and numerically rate the candidate on job knowledge, willingness to stretch and learn, culture fit, and ethics. Kimball provides onboarding with basic training around our mission, guiding principles, ethics, work place harrassment. We also provide technology training and website training. We continue the training with products, competitive knowledge, operations and planning awareness, sales processes, and finally mastering the complex project. Non sales roles are focused on the initial onboarding plan as outlined above and then designed for the specific role they will be performing. Once an employee is proficient in their role, we cross train to other job roles to provide opportunity for growth and ability to respond to the changing needs of the market. Kimball also provides an online self training tool for employees that want to continue their education in soft skills and other areas. Kimball is in the process of redesigning our Kimball University for all new employees and employees joining our company through acquisitions. The initial roll out will be sales and product focused.
-	4	Dealer Network - Utilizing Attachment 1 - Product Categories and Dealer Network, please detail your dealer network and the nature/strength of the business relationship (e.g. are they a Primary Dealer). After completion of both Tabs, you will be asked to upload the attachment here . Note: The UC prefers to manage the fewest number of Dealers as possible, while still providing the specified high quality services to the UC locations. In addition to completing the Attachment, please provide comment here, as to your choices/rationale. Similarly, the UC desires consistency in services and related pricing.	-	*Kimball maintains strong partnerships with dealers nationwide. While considering the importance of consistency and quality, we are utilizing 12 of our strongest dealer partners to service the UC account. These dealers are already familiar with the UC account as they are a part of the current UC Contract with Kimball. The majority of these dealers are Primary dealers to most UC campuses while the remaining are equally commited to our partnership with UC while being a secondary dealer on certain campuses. These dealer partners were strategically selected to sell, service, and install UC product offerings based on their proven service capabilities, expertise, and alignment with our unwavering principles around customer satisfaction.*
-	5	Sub-contracted work - Describe any plan to subcontract portion of the work described in this RFP (example: Dealer Services vs. MFG provides All Services, Direct Factory Shipping 3rd party to customer, etc.).	-	Kimball is a manufacturer and the majority of our service model is in support of our distribution channel. However, we welcome direct customer access to our customer service, our web site, our factories (tours). The services we provide our dealers is a dedicated customer service contact, training, dedicated account managers for major projects and accounts, forums for best practice sharing, and business leadership consultations. Our dealer provide on site and order project management, design/specification, warehouseing/stroage, asset management, change management services, installation, product maintenance, repair and reupholstery, warranty services, reconfiguration, and other services as needed. Kimball provides direct to dealer or direct to customer shipping services. Freight costs are included in our product price.
-	6	Subcontractors/Suppliers - Please detail your policies, and process as it relates to the selection of subcontractors, materials providers, and/or manufacturing partners. Please include any requirements around location/country, size and/or diverse nature of their business practices.	-	Kimball specifically looks for small businesses, diversity, and most importantly the entrepreneurial spirit. We often help start up dealerships with loans or grants to supplement their start up costs. We look for a business plan that includes executive summary, dealerhsip summary, product and services plan, market analysis, sales and marketing strategy, management summary, short and long term financial plan. Our dealers sign a dealer agreement that outlines our expectations around services and performance as well our right to assist them to improve their performance if neccessary or termination. We provide onboard training on products, history, culture, technology tools, specification, anti trust, clean market rules, etc. We
-	7	Required Categories - Manufacturer must demonstrate they can supply product (5 required categories and item types) listed in Attachment 1 - Product Categories and Dealer Network to this RFP. It is located in the Attachments Section of this RFP. After completing Attachment 1 (previously uploaded into question 4 - Dealer Network), use the space here to indicate your compliance/ability to provide Proposer's manufactured product in all 5 categories (Systems, Free Standing, Storage, Seating, Tables) which align to UC Sustainability & Ergonomic requirements.	-	Kimball offers a variety of furniture that fit into all 5 categories of products the UC requires plus many more as displayed in Attachment 1.
-	8	Manufacturing Locations - Please provide the location(s) of your manufacturing plants.	-	Kimball owns manufacturing facilities in Jasper, IN and Salem, IN. Some Kimball products are also manufactured in other facilities located in High Point, NC, Archdale, NC, Baltimore, MD and Red Lion, PA.

-	9	Emergencies - What systems does your company have in place to handle emergencies in an efficient and timely manner during business and non-business hours(please include non-delivery of product)?	-	The emergency resolution process starts with an email or phone call to your dealer account manager. Working with their internal customer service team, a mutually agreed upon resolution is put in place. When needed, the dealer's leadership team may be involved. Should the issue need further attention, your Kimball account manager and customer service representation, along with their leadership contacts, are brought in, depending on the nature of the problem. Kimball manufacturing personnel may also opt make a site visit for issue identification and resolution. We continually work together to ensure your trust in our products and services. Our dedicated Kimball account managers will answer incoming calls within 10 seconds, in addition to quick responses to emails and other forms of communication. Kimball Customer Service is available by phone or email from 7:30am – 6:00pm EST. All incoming calls are routed directly to the appropriate Account Manager supporting your region. This person has the autonomy to make decisions and effectively manage all details about your project. We recognize that most of our customer contact happens through our network of trusted dealer partners, so we work closely with them to ensure that they are meeting our customer's needs. Certain Kimball dealers may have after-hours on call assistance for emergency circumstances. Working closely together, our Sales, Customer Service, and dealer partner ensure that your everyday needs and any emergency situations are met with each interaction. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers.
-	10	UC Specific Implementation Plan -A Proposer is required to provide an implementation plan with their proposal, covering the items below. Proposer is requested to outline the plan as a narrative answer to this question. If needed, a supplier may provide an additional document within Supplier Attachments. This plan should align with the various facets of this RFP and should target an activation date of November 1, 2020. Any finalist will be asked to further detail this plan in a presentation to Evaluators, at the Phase II Mock-up Event. For the purposes of Phase I submittal, a proposer should more generally outline a plan and timeline for the UC, covering (minimally): o Catalog development w/ Price Discount List noting period of time needed (if any) to identify the lines that align UC Requirements (Sustainability and Ergonomics), on the Pricing Discount List o Ecommerce Integration o Campus Profile Development o Testing and Pilots o Campus Training o Marketing and Business Development	-	As a summary Kimball is able to provide the University of California a well thought out implementation plan. Part of that plan includes setting up an e-catalog in the form of a hosted catalog that is based on the standards offering of products with the ability to quote small and large projects. While utilizing an ecommerce team lead/project manager that's specific to the UC we will build this program and focus as well on the necessary training that will be needed for each campus. Each campus location will have their own campus profile that's unique to their needs. While we will use many employees to make our full plan successful(Account Managers, Finance, Training, etc.) we will rely on two key team members: Vikki Gibbs West Sales Director responsible for resources and ultimate success of our proposed service model. Rhonda Hammack, Director of Public Sector is also available as a resource and support for the UC team. Kimball will be marketing jointly with Omnia and with University of California to create a full market plan with announcements, campus events, meet and greets, and more to keep our partnership in sight on all campuses. Please see attached UC Specific Implementation Plan for full details.
-	11	Higher Ed Project References - Please detail 2 large projects, which were performed over the last 12 -18 months. This can include UC projects. Please provide basic project details; approximate size ($), scope, style of furniture used, timeline, on-time delivery and install dates, and any problems to resolve, etc. . Please provide contact information (Name and Phone Number). An attachment is provided.	-	1. Laredo College, Mr. Cesar Vela, 956-722-0521 Yeary Library - $800K, Narrate, Pairings, Villa, Dock training, Flip seating, Priority private offices, KORE tables, Wish task seating, Stature executive seating, Event seating, Joelle ottomans. Cigarroa Science Building - $700K, Dock training, Flip seating, Priority Faculty Offices, Wish task seating, Joelle lounge, Villa lounge 2. Oklahoma State University, Dr. Ken Eastman, Dean, 405-744-5075 Spears School of Business- $1M, Priority private offices and some seating
-	12	Company References - The Proposer should provide 3 non-University (i.e. UC) references that that clearly demonstrate the Proposer's proven capabilities in performing services of similar size and scope to those required by this RFP.	-	1. Charter Communications- Susie Glass, Sr. Director of Real Estate, 704-731-3133, susie.glass@charter.com 2. Uline- Tyler Igyarto, Building Services Coordinator, 262-612-4200, tigyarto@uline.com 3. Mercy Health- Kelly Dames, Manager of Facility Planning & Design, 513-952-4836, kdames@mercy.com
-	13	Ecommerce #1 - Capabilities 1- Are you currently eCommerce ready?	-	Yes .
-	14	Ecommerce #2 Current Capabilities- Noting this capability is a requirement of any awarded Supplier, within 18 months of contract signing, we ask you to describe the e-commerce capabilities that can be currently provided through you and/or your 'primary' dealers. Please specify your capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. If you are not currently e-Commerce ready, when do you plan to be? Please specify your planned capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. Please reference Guidelines/Prerequisites Section of this RFP for description of UC e-commerce preferred requirements.	-	1. Punchout is the catalog type utilized 2. The PO transmission method used is cXML 3. Invoicing will be made on the marketplaces (Jaggaer, Ariba, etc.) by flipping the orders.
-	15	Ecommerce #3 Capabilities - Please detail your or your dealer's Invoicing capabilities. Address electronic (cXML or EDI) or other paperless processes you support.	-	Kimball currenthly supports EDI and cXML invoicing options with our dealers.
-	16	E-Commerce #4 Platforms - Please specify which eCommerce platforms you have integrated with, e.g. Jaggaer, Ariba, Oracle?	-	Kimball's eCommerce platform has integrated with Jaggaer, Abira, and PeopleSoft. They are equipped to integrate with potentially any platform that supports cXML
-	17	E-Commerce #5 Platform Responsibility- Is your eCommerce platform provided and maintained by you, your dealers or a 3rd party? If provided by your dealers, how many different platforms would we be integrating with?	-	The eCommerce platform Kimball uses is provided by a 3rd party called SnapTracker. Our dealers will familiarize themselves with the platform to be able to service the University with your e-procurement initiatives.

-	18	Ecommerce #6 Quote Retrieval Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.	-	The eCommerce platform Kimball uses has this capability. The dealer will upload a .sif file which is then turned into a quote for the University to pull onto the marketplace platform as a requisition.
-	19	Ecommerce #7 -Configurable Items- Does your platform support custom configuration of items (e.g. fabric choice), within the punchout shopping experience? Please describe how this is passed back to the eCommerce system and is it customizable for the customer's needs (change wording)	-	Yes, the platform currently used supports custom configuration of items. This is customizable based on the University's needs of what items you would like to purchase or may be standardized on.
-	20	Ecommerce # 8 Sustainability Flag- Does your platform provide the ability to flag given products, denoting particular qualifications (e.g. recycled content) within the shopping experience? Can the flags also be passed back to the eCommerce system's shopping cart? Please provide details regarding your capabilities.	-	Sustainability classifications that are tracked by Kimball can be included at a product level within our e-commerce platform. Kimball will work directly with the you to custom fit the e-commerce solution.
-	21	Invoice Detail - Are you, through your primary Dealers, currently capable of detailing charges for project management, design services, and installation (i.e. labor hr. and rates) on any invoices provided to UC? Please describe and provide an example within supplier Attachments, if possible. Can this detail be extracted/identified in your reporting?	-	When invoiced by Kimball, dealer services are by line item without detail (labor hours, rates, etc.). Sample copy is attached. Our dealers provide the service details on their quotes to the campuses and may also have the ability to add it to the invoices when the PO is made out to them. For Kimball invoiced orders, services are set up as "model number" so that it can be easily pulled in and identified on quarterly reports.
-	22	Payment Method - Please specify ALL of the payment methods you accept and state your preferred method. Payment methods are: Ghost/P-card, Virtual Card, ACH or Check. Additionally, have you specifically worked with Payment Plus (US Bank virtual card service) or PaymodeX (ACH service).	-	Kimball is able to accept the following payment methods: Ghost/P-Card, ACH, or check. ACH is the most commonly used.
-	23	NATIONAL PROGRAM Exhibit A – Response for National Cooperative Contract: This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A Questionnaire refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners. A proposer must complete each question within the attached form.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	24	NATIONAL PROGRAM - Exhibit F - Federal Funds Certifications – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Proposers must read, complete form and submit.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	25	NATIONAL PROGRAM Exhibit G - New Jersey Business – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statues. Proposers must fill this out this form.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	26	NATIONAL PROPGRAM Breadth of Product - Utilizing input from Attachment 1, please state your TOTAL number of Furniture Categories offered and your TOTAL number of Product Items offered for a National Program (meeting Ergonomic Requirements but not required to meet UC Sustainability Requirements).	-	Kimball offers 560 items that fall into the appropriate product categories while 405 of those items meet the Ergonomic requirements.

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Questionnaire Name: *	Program Pricing Responses
Questionnaire Description:	Attachment #2 - Pricing

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Attachment 2 Upload -Proposer is instructed to complete Tabs 1 through 3 of Attachment #2 - Pricing - Product and Service (provided in Attachments Section) and upload here . If needed, you may provide comment.	-	
-	2	Sample Project Quote - Proposer shall produce a quote for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the quote.	-	
-	3	Sample Project Invoice - Proposer shall produce an invoice for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the invoice.	-	

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Questionnaire Name: *	Sustainability
Questionnaire Description:	xxxxx

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	UC Policy Review - UC has recently issued a revision of their Sustainable Procurement Policy, which has goals & minimum standards related to the furniture commodity. This information is available to you on Exhibit 4 showing excerpts as well as links. Please indicate these were thoroughly reviewed by you, prior to answering questions.	-	Yes
-	2	Does you have publicly declared carbon, water, and waste reduction goals and does your company track and publicly report on meeting those goals? If so, describe the scope of each of these initiatives and describe your progress in meeting your goals, using quantitative details.	-	Kimball tracks and reports our greenhouse gas (GHG) emissions through the Carbon Disclosure Project. Our waste to landfill has resulted in a 39% year to date reduction due to our efforts and internal Corporate Recyling Center. Water usage is a primary key performance index in our resource management and Kimball has achieved year-over-year decreases for the last 9 years. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis.
-	3	Does your company offer, or are you planning to offer, carbon neutral products? If so, what is the scope and timeline for the offering and how is a carbon neutral product defined? (e.g. manufacturing only or manufacturing and supply-chain or other)	-	Many of the products we offer use wood as a major component. Materials such as MDF, particleboard, and soft plywood used in lounge and seating products are considered climate neutral materials. This fact has been determined by the Composite Panel Association (CPA) and the American Wood Council through the completion of industry LCA's and the development of industry Environmental Product Declaration (EPD). Industry EPDs for these materials indicate carbon sequestering in the wood content exceeds the amount of greenhouse gas emissions (GHG) associated with the boundary and scope of the assessments more than 2:1 times. Based upon the data found in the 3rd party verified studies, it can be determined these materials are deemed to be not only climate neutral, but climate positive.
-	4	Is your company a signatory to the UN Global Compact?	-	Kimball is not a signatory to the UN Global Compact. We adhere to or surpass all regulations, general industry standards, various furniture industry standards, along with any specifications we establish in support of programs we manage, or certifications we hold as Kimball. We are committed to not only meeting current environmental and social standards, but also setting new ones. Our employees, customers, and communities have shaped our culture, and we believe that together we can create a better world.
-	5	Are any of the furniture manufacturer's supply chain manufacturing factories/facilities SA8000-certified? If yes, list the quantity and percent of certified facilities within their supply chain.	-	Although Kimball is not SA8000 certified, we ensure human rights are valued and respected in our own manufacturing facilities, as well as our supply chain. Relative to labor and human rights, we have basic survey questions that are asked of our suppliers, and on site visits are conducted before we engage in formal business relationships with suppliers. They are also visited periodically and as needed.
-	6	Packaging - After reviewing policy and guidelines, please discuss any use of 'packaging foam,' as defined by the UC in Exhibit 4 of the RFP Event Summary document. Include details as to how your team will manage the product packaging/shipping materials during installation to ensure product packaging/shipping materials are not landfilled.	-	Kimball is replacing traditional synthetic materials wherever possible. We've eliminated almost all polystyrene packaging, replacing it with paper. These paper products are 100% recyclable.... After reviewing the "packaging foam" section in Exhibit 4, it was determined Kimball still occasionally uses polyethlyene foam when packaging some seating products. Majority of the foam used is Instapak® which is a plant based formulation. Instapak® foam makes an immediate positive impact on both the environment and our customers' bottom lines through superior performance and reduction of material usage. Instapak®can be diverted from landfills via a worldwide foam return program.
-	7	Redeployment - Explain if you can provide (through primary dealers) any programs to assist with redeployment of existing product, including any storage or tracking for that purpose. Please begin by noting the items that can be provided free of charge and finish with any services for which there are charges associated.	-	Our primary dealers offer storage management and asset management software tracking devices for customers who want to redeploy assets with the organization or to other users who may be outside the organization. The scope of these projects is determined by customer objective and are quoted individually based on the scope provided. Typically the initial walkthrough is included at no charge. One of our primary dealers uses a SnapTracker, which is their web-based asset management solution that tracks and manages your assets from purchasing and deployment to refurbishing or disposal. They subcontract companies for warehousing/storage that can accommodate and hold any overhead product. For these services the University will be charged per square foot. These programs include resale, repurpose, and recycling of products with an added option of converting waste to clean energy.
-	8	End of life - Any Proposer awarded a contract as a result of this RFP, will be required to offer a version of an end-of-life take-back or re-use program to the UC, for a reasonable added cost. A supplier is requested to detail that program here and to state the cost or if it would be offered 'Free of Charge'. Examples would be programs promoting the reuse of old product (i.e. recycling, take-back program for restoration or resale, or a section within UC 'punch-out' (e-procurement integration with your website) for available product pieces, timeframe, and contact which can be posted by the UC). Describe how the system is designed to minimize waste to landfills at the end of its useful life. Give a specific example of how the system can be easily recycled. If the manufacturer has a product-take-back program provide program details as to how it works, costs, logistics, etc.	-	Upon award of a contract, Kimball will discuss and collaborate to create a custom plan for end of life product take-back programs for the needs of the University of California campuses. Kimball products can be disassembled without special tools, and materials separated and sent for recycling. Our 'Material Recovery Opportunities' document is available on our website (see attached document), which provides high-level summary information about solid waste management for furniture materials. This information was developed to aid in determining disposal options and recovery values for recycled materials. *upload material recovery opportunies from website as attachment*

-	9	Parts Sales - A proposer is required to offer/sell parts for your products to use in UC in-house repairs. Do you provide them on all lines or limited lines? Provide specific examples, including what can easily be replaced/repaired on-site. How many years after production ends, do you continue to offer these? what is your standard mark-up on these parts and/or method of pricing? Do you encourage those purchases by providing a discount structure?	-	Kimball offers service parts for almost all of our products. A specific example of an item that is easily replaceable would be chair parts such as casters, arms, and arm pads. Kimball offers touch up paints and wood markers for items to be easily repaired and touched up in the field to cause minimal disruption as possible. If the service part does not exsist or has been discontinued and the product is still within warranty, we will replace with a comparable unit. Service parts are typically not discounted.
-	10	LEED/BIFMA - In alignment with the UC's Green Building Policy, all new buildings are required to achieve a minimum of LEED Silver certification, with a goal of LEED Gold certification, including MRc4. Describe your company's experience working with project teams in providing LEED-related product compliance documentation, both for MR(v4) and EQ credits. The successful Proposer will be expected to be a partner in ensuring project furniture contributes to achieving applicable LEED MR v4 and EQ credit criteria, including the MR v4 Building Product Disclosure and Optimization credits. Who from your company will be the point of contact for these projects and what is their experience in supporting LEED v4 compliance and documentation requests? Does either point of contact have experience supporting WELL or other green building projects?	-	Kimball products meet Indoor Advantage program requirements and are third party certified by SCS Global Services (SCS) to the BIFMA Furniture Emissions Standards and LEED ® requirements. Our products can also contribute to LEED certification credits through Materials & Resources, Indoor Environmental Quality, and LEED Pilot Credits. The process to connect the University of California with our contact with LEED and WELL experience will be to contact the dedicated account manager, who will then contact our R&D team, who will help provide compliance and documentation requests.
-	11	Certifications/Other - Please detail all third party certifications or documentation (as listed on Exhibit 4) are available for each product line. Describe your company's capability to provide material ingredient disclosure documentation (MID or HPD) and Environmental Product Declarations (EPDs) for up to 5 high-volume furniture products for the listed in UC Program Pricing/Product Cost Matrix.	-	Almost all products proposed meet Healthier Hospitals Initiative Safer Chemicals Challenge and are SCS Indoor Advantage Gold cerified. Most Kimball products are BIFMA Level 2 or 3 certified with a few exceptions. Within a mutually agreed upon timeframe, Kimball will provide a summary report containing all known chemicals intentionally added and reported on available Safety Data Sheets (SDS) for each material contained in the finished product(s) that are available to the Customer. The summary report will address all substrates and surface treatments exclusive of fabrics and textiles which are controlled by the Customer selection process and beyond the authoritative controls of the Supplier. Due to intellectual property and proprietary nature of some materials' chemistry, the summary shall not list the percentage of chemical contained in a specific material.
-	12	Chemicals of Concern - As specified in Exhibit 4, the University has specific Sustainability requirements for furniture. Describe how you plan to ensure that products sold under the resulting price agreement will comply with these and other mandatory criteria contained in Exhibit 4. Describe how your company verifies products are free of added flame retardant chemicals (except electrical components). Include any references to internal or third-party testing, supplier disclosure protocols, etc. As part of your answer, address how you will direct end-users to core material, textile, and surface options that comply with the Sustainability requirements.	-	Since almost all Kimball products proposed meet the minimum requirements, it will be easy for the University of California to source products from us that are sustainable. We will make certain our dealer partners are knowledgeable and understand the requirements as well. When conducting chemical evaluations, we use our knowledge of business operations and chemicals used. Authoritative lists are reviewed, such as HHI and Prop65, to determine whether products are likely to expose individuals to any listed chemicals. This is done by reviewing product information such as bill of materials, gathering Safety Data Sheets to determine the quantity of the chemical in the material, and reviewing supplier provided formulations and declarations, using protocols (such as Pharos, GreenScreen, etc.) to identify hazards and alternatives. Kimball's plan to direct the end user to options that comply with the sustainability requirements is to send the customer to the SCS website or BIFMA Level website so they can see all products listed on the third party's program website. If there are any restrictions, it will be noted on the certificate.
-	13	FSC Certified Wood - It is the preference of the University that all wood-based products, substrates, and veneers not contain any arsenic-treated wood, tropical hardwood or virgin redwood. It is also preferred that seating with wood-based components including composite wood products in the furniture product, including plywood and engineered wood/medium-density fiberboard (MDF) contain only Forest Stewardship Council (FSC) certified wood. REQUEST: 1) Please indicate the percentage of items listed on Attachment #1 that are available with FSC certified wood components or finishes (as applicable); 2) Please indicate if any items proposed on Attachment #2, Tab 3 and Tab 4 that do not meet this preferred specification; 3) Indicate whether the FSC certified wood is standard or is available as an option. If optional, indicate typical percent price premium over the standard	-	Kimball aligns to the principles of the FSC standard Controlled Wood Standard. We have completed risk assessments addressing criteria such as; Illegally harvested wood, wood harvested in violation of traditional and civil rights, wood harvested in forests where High Conservation Values are threatended by management activities, Wood harvested from natural forests that were converted to non-forest uses, wood from genetically modified trees.
-	14	Provide information on any other sustainability innovations applicable to your proposal you think the University should know about.	-	To improve environmental performance, Kimball incorporates environmental thinking into the entire life cycle of our products. Our aim is to minimize harmful environmental aspects without forfeiting the quality or aesthetic of our products. Kimball products are fabricated from wood, glass, metal, and aluminum. Many of our materials have high recycled contents up to 90%. We are committed to using low-emission adhesives, paints and wood finishes. We use water-based adhesives where possible and powder-coat paints on metals. Our environmental program involves the commitment to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment. All Kimball International manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis. Kimball has published an annual Corporate Sustainability Report for the past 10 years, which is publicly available on our website (see attached document for most recent CSR). We also report our Greenhouse Gas GHG emissions through the Carbon Disclosure Project CDP. Various Kimball manufacturing facilities use a wood reclamation system. Wood waste is used to provide steam for heating the building and various manufacturing processes. When purchasing new equipment, energy consumption and waste recycling is a large factor for consideration, along with energy efficient features, such as soft-start and variable speed motors. Kimball's continued commitment to sustainability includes participating in Kimball International's onsite corporate recycling center which recycles 62 different items in more than 15 categories. Products recycled include steel, aluminum, glass, oil, fabric, toner cartridges, plastics, wood, cardboard and electronic equipment, and other materials.

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Questionnaire Name: *	Pricing Terms and Product
Questionnaire Description:	Breadth of product, warranty, and discounts

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	UC Breadth of Product -UC Minimum and Preferred - After reviewing policy and guidelines on RFP Exhibit 4, please populate Attachment 1 - Product Categories and Dealer Services, to detail which categories of furniture you can supply, which meet the Minimum and Preferred Sustainability Requirements and in alignment with Ergonomic standards. NOTE: This attachment has 2 Tabs and was uploaded in previously in Section 2, Q:4 . For the purposes of this question, please state here your number of products (within the 5 required categories) meeting 'Minimum' and number meeting 'Preferred' levels; both to comply UC Ergonomic Standards. If desired, you may also state (seperately) the number of products wihtin other categories meeting those requirements, where applicable.	-	Kimball has 376 product categories meeting minimum and preferred levels of Ergonomic Standards. Kimball has 405 items total including items that fall into the other categories listed.
-	2	Volume Discount – For discounting purposes, how do you define a project? Is the UC able to combine large, planned purchases by different projects/PMs, but happening on the same campus, during the same/similar time period?	-	Typically projects are defined as quoting furniture for a specific customer for a specific location over a certain amount of time. Kimball is willing to negotiate combining large, planned purchases for the same campus happening during the same time period.
-	3	Warranty –A minimum warranty of ten (10) years will apply to 'Seating", with a minimum of five (5) years applicable to all 'other' product. Upholstery is an exception and shall be warrantied for at least three (3) years. Please detail your warranty program and the percentage of your products which are warrantied for longer than the requirement (e.g. % of seating exceeding 10 years and % of all 'other' product, exceeding or ten (10) years).	-	Kimball stands behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively. Kimball warrants that its products are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. 96% of Kimball's seating line exceeds a 10 year warranty with a limited lifetime warranty. Pep and Poly seating lines carry a 10 year
-	4	Savings - In addition to unit pricing improvements and more aggressive discounts to the UC, discuss other ways in which your firm can help the UC reduce hard dollar costs.	-	The Kimball sales team will work closely with our dealer partner and the University of California to ensure we are offing the best product solution that are efficient and effective as well as keeps product costs at the forefront. Kimball has a wide array of product offerings allowing us to offer multiple solutions at various price points. Kimball's internal Product Application Specialists work in conjunction with our dealer partners to provide additional value engineering and specification opportunities to drive an increase in savings. Another way we try to increase savings is by creating a clear installation plan that will help us cut costs and labor. Our goal is to ship products in the order we need to install them while best utilizing each installer to complete the project in the shortest time period possible. With this process we are limiting downtime and disruption. The clear description and specification of work to be completed will allow for a properly implemented installation process.
-	5	Open and Collaborative Spaces - Some departments at various campuses, have utilized open (or smaller) workspaces and/or collaborative spaces. If applicable to your business please comment on that trend, along with your developments in that area and any proposed solutions to the challenges created, such as noise abatement.	-	Kimball has recognized the need to design our products to compliment the latest student-centered design trends in higher education and work spaces. We have seen the integration of technology and the advent of anytime-anyplace learning, and have adapted our offerings to match. Kimball has realized that learning styles have become active, experiential and inquiry based while teaching styles have become

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Questionnaire Name: *	Services
Questionnaire Description:	Supplier Service Details

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Training - Understanding that Training is required "Fee of Charge", Please detail your approach to training for an organization such as ours.	-	Our approach would include an initial assessment and planning meeting which would encompass types of training needed, preferred, developing the why, whom, how and when necessary, by when. Our training ranges from furniture process technology, product, process, soft skills, ergonomic, and continuing education units for the architects and designers. Our delivery methods include formal classroom, webinars, on- line recorded sessions, on -line videos, on line literature, assembly instructions and more. We have can provide training through our account manager, dealer team, and corporate team as needed. IF special requirements are identified and special training resources are needed, Kimball and our dealer partners will work on a plan of delivery at no or low cost to the University. The university always has the option to visit the manufacturing locations and headquarters for additional in depth training.
-	2	Services Offered -Please detail here, the services (i.e. Space Planning & Design Services, Project Management, Installation Services, other) you can offer through Primary Dealers who would serve the UC (further detail on what was listed briefly in Attachment 1 - Product Categories and Dealers).	-	Space planning & Design services – Dealers have a full design staff and can provide space planning and furniture specification. This team would also assist with the reconfiguration services provided, creating new layouts, providing parts list of additional parts needed, etc. Project Management – Dealers have a full project management team who can help with managing project timelines, construction coordination, relocation timeline, etc. Installation Services – Most dealers have their own warehouse space to receive, store, and then send out for installation. Moving / Storage – Most dealers have their own in-house moving staff to take items and move them across the room or across the city. Some have warehousing for storage accounts with climate control and security.
-	3	Services included FOC: Please detail the services provided by your company and/or through your Primary Dealers, which are 'free of charge' (e.g. seating samples at no cost for customer evaluation).	-	Initial walk through Quotes for services excluding furniture Seating samples
-	4	Install/Prevailing Wage - Please describe your company's process for the application of prevailing wage to installation services. Please detail your company guidelines and assistance provided to customers such as the UC (Public entities/customers). Please include: • Company DIR annual registration/CSLB D34 Contractor license and DIR Payroll entries • Communications with your customer/method of determination, as to when and where to apply PW • Practices that eliminate risk and provide transparency of all related charges on invoices • Any documented standard practices that can both, remove risk and limit the misapplication of PW labor charges for non-PW deliveries	-	Prevailing wage will be paid by Master, Lead, and installer wages listed on the DIR by location. Kimball dealers are required to register and maintain active DIR registrations. Any installation subcontractors are also responsible for registering and maintaining active DIR registrations. All jobs before quote will be clarified if Prevailing Wage applies based on University of California guidelines – Each job is quoted individually.
-	5	Returns - Please describe the returns policy and procedures of primary Dealers relative to Restocking or Shipping Charges, as well as, any needed returns owing to an error made by the mfg. or dealer.	-	Most of our products are made-to-order, not stocked items to be returned. However, we do have a process for some items that are available from stock. Customer Service will work through this process with the dealer to ensure that the product is in its original cartoning without damage, and there may be costs involved with return freight, handling, and/or re-stocking fee. Each of these scenarios is reviewed on a case-by-case basis, although

-	6	Customer Service - Please describe customer service-satisfaction protocol or standards and any metrics to measure performance.	-	Our ultimate goal is Customer Satisfaction, which encompasses a variety of inputs. We monitor call volumes, turnaround times, and general activity levels. Our most critical measures are at the Operations level, to include on time shipment and Quality performance. We also recognize that most of our customer contact happens through our dealer partner, so we work closely with them to ensure that they are meeting our customers' needs. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers. All incoming calls are routed directly to the appropriate Account Manager supporting the University. This person has the autonomy to make decisions and effectively manage all details about your projects.
-	7	Sample Furniture/Ergo Lab - Will you provide delivery of demonstration items to potential end users or provide samples to ergonomics programs for evaluation and use in Ergo Labs or seating samples at no cost for customer evaluation? Is this free of charge? Please detail.	-	Yes, within reason, Kimball will provide ergonomic solutions for evaluation and education free of charge. We work with each campus or with the UC system as a whole to develop a yearly budget for testing and education.
-	8	Ergo Collaboration - Will you collaborate with UC ergonomist to 1) consult on strategic initiatives 2) provide mechanism to collect product feedback and recommendations for potential applications to future product development and modification 3) provide task seating tutorials and ergonomic recommendations, is this free of charge. Please detail	-	Yes, Kimball and our dealers have the capability to consult on strategic initiatives, partner with the latest technology and smart tools to collect data, feedback and or observation to make product recommendations. We often involve our customers in new product development and have the capability to design and produce customer unique or customer specific solutions. Often we have hang tags with user instructions and user videos
-	9	Ergonomic Considerations: UC has issued system-wide criteria for certain product categories which have minimum, preferred, and value added standards. (see RFP Exhibit 5) Describe how you or your primary dealers will engage with the ergonomics programs at each UC location.	-	It is never too early to involve the ergonomist in your new projects. Preventive ergonomics includes involvement with design projects and providing advice to departments on how to create safe work environments for their employees. Kimball and our dealers want to ensure that UCSF work environments are created to support environmental stewardship, employee safety, health, productivity and efficient movement–often within limited and shared spaces. Kimball has reviewed UC's ergonomic furniture suppliers. We have worked with all four on previous projects and do no anticipate any issues with the UC contract. We often work with other manufacturers and their dealers to provide a seamless solution to our customers.
-	10	Quick Ship: Describe your company's ability to address "quick ship" customer delivery. Please include what you consider to be "Quick Ship" is defined as delivery to the customer of a broad array of products (e.g. within ten (10) business days or 1-2 weeks following issuance of a purchase order) Can you meet a 2, 5, 10 day lead times and for which products?	-	Kimball provides value-add to growing organizations by offering our Kwik Office quick-ship program to facilitate your rapid turnaround needs. Our expedited program offering is about getting you up and running and down to business fast, all with the solution set you need. Kwik Office Seating products are available to ship within five business days upon receipt of a credit-approved order. Kwik Office Casegoods, Systems, Tables, and Metal Filing products are available to ship within ten business days upon receipt of a credit approved order. Order Size: The Kwik Office program has a limited weekly volume capacity, with orders being entered on a first come, first served basis at no additional charge. Casegoods, Systems, & Metal Filing orders, individually, may not exceed $100,000 list. Consult your Customer Service Team for any seating order with more than 20 of a specific model. Production schedules will be verified to ensure shipment within the noted time period.
-	11	Describe how as a dealer your company Field verifies critical dimensions/site conditions to be considered during systems specification process using DESIGNERS (not sales reps)?	-	Our design staff reports to the job site, checks all measurements, and bases furniture layouts on actual space dimensions and power/data locations.
-	12	State how you will provide order management including acknowledgement review/verification, change-order management, order expediting and scheduling.	-	Our goal is to deliver a remarkable customer experience that starts with the first point of contact and continues beyond the final stages of each project installation. The Kimball team works closely with our dealer partner and extensive technology tools to ensure order accuracy, complete project scheduling, order shipments. Each order is submitted via EDI to reduce errors, then reviewed by Kimball and the Dealer. Changes can be made within the first three days after order submittal via a request between the Account manager at the dealership and Kimball. The Kimball Account Manager and dealer work through a delivery schedule to ensure each order and project is completed successfully and on time. The UC account will have a dedicated Kimball Account Manager and dealer contact, with autonomy to make decisions and effectively manage everything related to your project. Please see attached Kimball Office Project Flow for more details on the quote, order, and changes processes.
-	13	State how you will coordinate with all appropriate trades to ensure proper interface between building systems and any power or cabling to be distributed by furniture.	-	We will work with UC's ITS dept and facilities group about power/data requirements and determine timelines, etc.
-	14	Describe ability to schedule and meet furniture deliveries at job site.	-	Our dealer project managers work closely with our manufacturing based account manager to schedule and align production of our customer's orders with delivery/installation dates. We are communicating daily on status and problem solving where necessary. Kimball has a 98% on time shipment and delivery.
-	15	Describe ability to inspect and confirm quantities (as per manifest) and condition of product as it arrives.	-	Our full warehouse staff checks every piece in a shipment into the warehouse. Then, the installers check everything back out when go to installation. The design team checks everything to ensure all parts have been received and tracks down anything that's missing .

-	16	Describe ability to prepare proper forms and provide required documentation for damaged goods or missing product.	-	We have standard punchlist forms and walkthrough procedures with the end users at project completion. Each project manager will provide a spread sheet or word document with the items on the punch list, action necessary, and dates to be completed. The PM will review with the customer. If product is damaged during transit, the Architect has worked with many customers in partnership with our dealers and product development (if necessary) to develop customer specific standards through solution ideation, typical development, reasonable options, customer specific IPDF files to be user friendly and communicate visually the look and feel. We revisit the standards yearly for relevance and updating.
-	17	Campus Standards - Do you have the capability to work with campuses to develop furniture typicals, custom and product catalogs? Such typicals and products selected may serve as University standards.	-	
-	18	Describe your internal management system and protocols for processing orders from point of customer contact (i.e. concept/design) through delivery and billing. How long does it take your firm to provide final drawings and pricing?	-	Standard turn around time for drawings and quote is 1-2 weeks, varying based on project size, scope of work, and work load at the time. Our design team has a full procedure list starting from first contact to initial meeting to field verification, furniture layouts and order placement.
-	19	Repair and related Services- Do you offer regular, onsite repair services (non-warranty)? Do you offer cleaning or upholstery services that can be done on-site?	-	We can provide all of these services at a billable rate.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1

Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Office Furniture and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.1 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, when informed by a Participating Agency that they are a OMNIA Partners member, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Kimball proposes the above additional language in Section 2.1 "Corporate Commitment" in red.

2.3 Pricing Commitment

~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net-to-buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lowerpricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

Kimball proposes to delete the language in Section 2.2 "Pricing Commitment".

Commitment of Exhibit A, Section 2.2. In lieu of such pricing commitment, Kimball commits as follows: Supplier (Kimball) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multistate cooperative or group purchasing agreement, excluding GSA, federal government, and healthcare group purchasing organization sales ("Public Agency Cooperative"), that enters into a separate written agreement directly with Supplier comparable contract, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. "Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) OMNIA Partners customers utilizing Supplier as their primary vendor for the products and services offered under the Master Agreement, as determined by Supplier. If, during the term of this Master Agreement, OMNIA Partners becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, OMNIA Partners may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of OMNIA Partners, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.

Kimball Office Inc. requests the proposed language in Section 2.2 "Pricing Commitment" in red.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.1 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.2 Company

A. Brief history and description of Supplier.

Kimball's passion for craftsmanship has grown into a love for helping you work your way.

Kimball is a business unit of Kimball International Inc. Kimball offers a variety of furniture and furnishings for the commercial, government, healthcare, and education markets including award-winning desks, storage, tables, seating, systems, accessories and filing products.

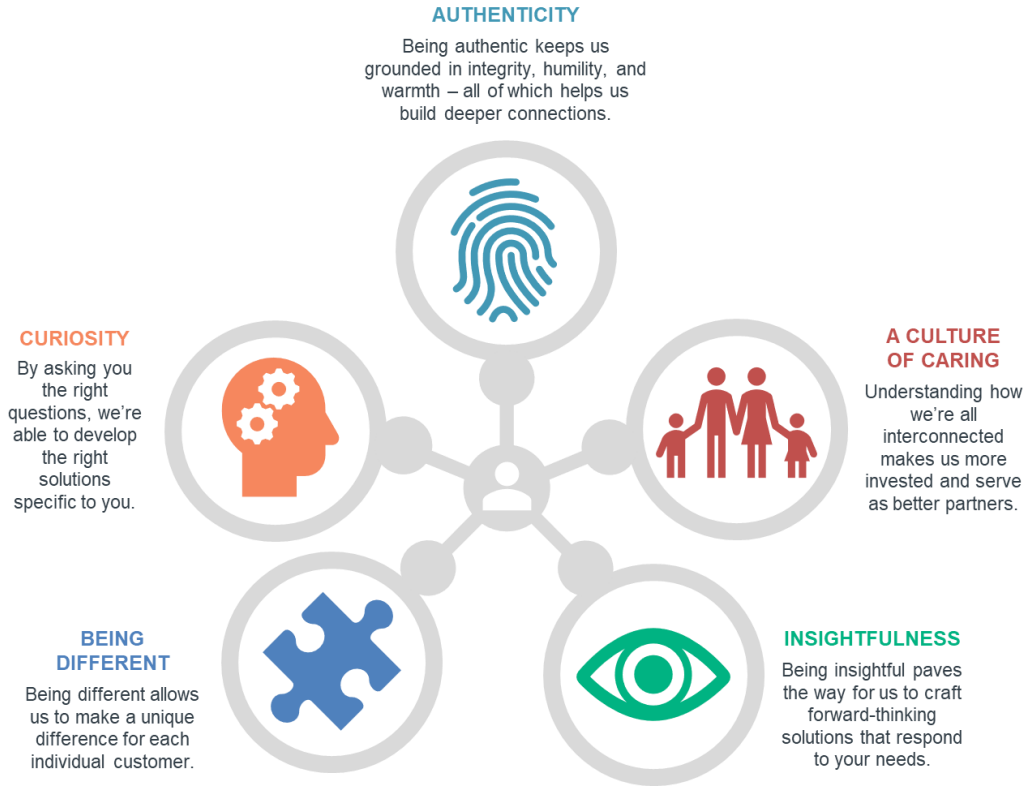
While trends may come and go, we have a longstanding history of being able evolve. To embrace what's new and take it to the next level. To apply modern craft to problem-solving designs in a way that supports the way people want to work. And while what we makeand how we make it will continue to advance, our purpose remains constant — to craft what's next so everyone can perform at their best.

The workplace isn't the space it was when we started in 1949. Our core values, quest for quality and heritage in craftsmanship are still at the heart of our business, but our definition of craftsmanship has evolved over time.

Our ultimate goal is to provide relevant solutions that carry workplaces into the future. Together, with our partners, we will continue to anticipate changes in how people work and design solutions for a successful workplace.

From our origins as a piano and television cabinet makers to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way.

Kimball®



We're able to redefine spaces that allow you to work your way.

Our ability to adapt has taught us one valuable lesson – no one has all the answers. That's why we keep good company, partnering with prominent designers and industry thought leaders who collectively know where the future of work is heading. We actively listen to our people, our customers, and our brilliant partners – inviting collaborative discussions that challenge what's familiar and inspire fresh ideas. We're always considering new possibilities, sharing ideas, and bringing people, technology, space and work process into harmony. By empowering everyone along the way, we're able to recognize and address unmet needs.

BRILLIANT PARTNERS
Kimball



Graham Design



pL-D



C/B

o+a



B. Total number and location of sales persons employed by Supplier.

Kimball has roughly 1,200 permanent employees, with 75 sales representatives. The average tenure for an individual Kimball team member is over 13 years, and many of our customers and suppliers have been with us for 40 or more years.

Group	Name	City	State	Email Address
VP Sales	Lisa Carter	Washington	DC	Lisa.Carter@kimball.com
Dir of Sales South	Holly Fortune	Dallas	TX	Holly.Fortune@kimball.com
Dir of Sales West	Vikki Gibbs	Centennial	CO	Vikki.Gibbs@kimball.com
Dir of Sales Midwest	Joe Roberts	Fishers	IN	Joe.Roberts@kimball.com
Dir, Public Sector Sales	Rhonda Hammack	Washington	DC	Rhonda.Hammack@kimball.com
Dir, Healthcare Sales, Innovation & Design	Aneetha McLellan	Omaha	NE	Aneetha.McLellan@kimball.com
Region Manager	Christine Wallace	Washington	DC	christine.wallace@kimball.com
Region Manager	Dianne Brindisi	Boston	MA	Dianne.Brindisi@kimball.com
Region Manager	Holly Hughes	Atlanta	GA	Holly.Hughes@kimball.com
Market Sales Mgr.	Amy Aebert	Charlotte	NC	Amy.Aebert@kimball.com
Market Sales Mgr.	Amy Warren	Boston	MA	Amy.Warren@kimball.com
Market Sales Mgr.	Andrew Gillum	Dallas	TX	Andrew.Gillum@kimball.com
Market Sales Mgr.	Angela Boggs	Tampa	FL	Angela.Boggs@kimball.com
Market Sales Mgr.	Brad Trumbo	Seattle	WA	Brad.Trumbo@kimball.com
Market Sales Mgr.	Brian Schuermann	Cincinnati	OH	Brian.Schuermann@kimball.com
Market Sales Mgr.	Bud Miller	Vestavia Hills	AL	Bud.Miller@kimball.com
Market Sales Mgr.	Carrie Daniel	Fishers	IN	Carrie.Daniel@kimball.com
Market Sales Mgr.	Chris Parker	Leawood	KS	Chris.Parker@kimball.com
Market Sales Mgr.	Dan Barry	Malvern	PA	Dan.Barry@kimball.com
Market Sales Mgr.	Daniel Luntz	New York	NY	Daniel.Luntz@kimball.com
Market Sales Mgr.	Elizabeth Irizarry	North Miami Beach	FL	Elizabeth.Irizarry@kimball.com
Market Sales Mgr.	Erick Paul	San Francisco	CA	erick.paul@kimball.com
Market Sales Mgr.	Gerhard Stadel	Los Angeles	CA	Gerhard.Stadel@kimball.com
Market Sales Mgr.	Heather Rowan	Exeter	NH	Heather.Rowan@kimball.com
Market Sales Mgr.	Janice Schroedel	Pewaukee	WI	Janice.Schroedel@kimball.com
Market Sales Mgr.	Jeannine McGuill	Leander	TX	Jeannine.McGuill@kimball.com
Market Sales Mgr.	Jennifer Bays	Franklin	TN	Jennifer.Bays@kimball.com
Market Sales Mgr.	Jeremy Thole	Dallas	TX	Jeremy.Thole@kimball.com
Market Sales Mgr.	Kara Fultz	Louisville	KY	Kara.Fultz@kimball.com
Market Sales Mgr.	Kelley Mansfield	Erdenheim	PA	Kelley.Mansfield@kimball.com
Market Sales Mgr.	Kim Hart	Hilliard	OH	Kim.Hart@kimball.com
Market Sales Mgr.	Kim Lutz	Webster Groves	MO	Kim.Lutz@kimball.com
Market Sales Mgr.	Kris Landis	Branford	CT	Kris.Landis@kimball.com
Market Sales Mgr.	Kristen Anderson	Roswell	GA	Kristen.Anderson@kimball.com
Market Sales Mgr.	Kristen Diamond	Atlanta	GA	Kristen.Diamond@kimball.com
Market Sales Mgr.	Kurt Gombatz	Los Angeles	CA	Kurt.Gombatz@kimball.com
Market Sales Mgr.	Kyra Mabey	Salt Lake City	UT	Kyra.Mabey@kimball.com
Market Sales Mgr.	Lauren Meyer	Albany	CA	Lauren.Meyer@kimball.com
Market Sales Mgr.	Mary Ellen Quinn	Leesburg	VA	MaryEllen.Quinn@kimball.com
Market Sales Mgr.	Mary Redd	Midlothian	VA	Mary.Redd@kimball.com
Market Sales Mgr.	Michele Helsel	O'Fallon	MO	Michele.Helsel@kimball.com
Market Sales Mgr.	Michelle Martin	Raleigh	NC	Michelle.Martin@kimball.com
Market Sales Mgr.	Mick Ann Koratsky	Cordova	TN	Mick.Ann.Koratsky@kimball.com

Market Sales Mgr.	Mindy Caldren	Canal Fulton	OH	Mindy.Caldren@kimball.com
Market Sales Mgr.	Nick Alessi	New Providence	NJ	Nick.Alessi@kimball.com
Market Sales Mgr.	Nick Chonich	Dallas	TX	Nick.Chonich@kimball.com
Market Sales Mgr.	Noelle Hudak	St. Louis Park	MN	Noelle.Hudak@kimball.com
Market Sales Mgr.	Patti Wentz	Chandler	AZ	Patti.Wentz@kimball.com
Market Sales Mgr.	Renee Weir	Washington	DC	Renee.Weir@kimball.com
Market Sales Mgr.	Samantha Crosson	Truckee	CA	samantha.crosson@kimball.com
Market Sales Mgr.	Sandra Beringer	Boston	MA	Sandra.Beringer@kimball.com
Market Sales Mgr.	Stephen Mills	Oradell	NJ	Stephen.Mills@kimball.com
Market Sales Mgr.	Steve Barton	League City	TX	Steve.Barton@kimball.com
Market Sales Mgr.	Storey Gram	Chicago	IL	Storey.Gram@kimball.com
Market Sales Mgr.	Tara Kalva	Bailey	CO	Tara.Kalva@kimball.com
Market Sales Mgr.	Theresa Comer	Kirkland	WA	Theresa.Comer@kimball.com
Market Sales Mgr.	Tom Bair	Staten Island	NY	Tom.Bair@kimball.com
Market Sales Mgr.	Tyler Simmons	Wauwatosa	WI	Tyler.Simmons@kimball.com
Market Sales Mgr.	Will Taylor	Denver	CO	Will.Taylor@kimball.com
A&D Specialist	Carrie Richards	Atlanta	GA	Carrie.Richards@kimball.com
A&D Specialist	John Hindman	Bethlehem	PA	John.Hindman@kimball.com
A&D Specialist	Julia Glazer	New York	NY	Julia.Glazer@kimball.com
A&D Specialist	Ogge Schieber	Chicago	IL	Ogge.Schieber@kimball.com
A&D Specialist	Tara Rohland	Washington	DC	Tara.Rohland@kimball.com
Healthcare Specialist	Alyson Wood	Exeter	NH	alyson.wood@kimball.com
Healthcare Specialist	Rebecca Williams	Glenshaw	PA	Rebecca.Williams@kimball.com
Healthcare Specialist	Rene Inman	Birmingham	AL	Rene.Inman@kimball.com
Healthcare Specialist	Sheri Hurley	Washington	DC	sheri.hurley@kimball.com
Healthcare Co.Creation Specialist	Jill Houpt	Chambersburg	PA	Jill.Houpt@kimball.com
Healthcare Research and Training Manager	Lissa Marshall	Omaha	NE	lissa.marshall@kimball.com
Prod. Application Spec.	Mia Diaz	Los Angeles	CA	Mia.Diaz@kimball.com
Prod. Application Spec.	Shelly Lehner	Greenwood	IN	Shelly.Lehner@kimball.com
Public Sector Sales Mgr.	Erik Soderlund	Westfield	IN	Erik.Soderlund@kimball.com
Public Sector Sales Mgr.	Karen Kontoulas	Southport	NC	Karen.Kontoulas@kimball.com
Public Sector Sales Mgr.	Wendy Schnarr	Dallas	TX	Wendy.Schnarr@kimball.com

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

C. Number and location of support centers (if applicable) and location of corporate office.

Kimball Office Inc. corporate office is located at 1600 Royal Street, Jasper, IN 47546

Manufacturing Locations:

- 11 Indiana Locations
- 2 Kentucky Locations
- 1 Maryland Location
- 1 Pennsylvania Location

Showroom Locations:

- Chicago, Illinois
- Los Angeles, California
- Atlanta, Georgia
- Boston, Massachusetts
- Washington, D.C.
- Dallas, Texas

Kimball Office has a dealer network of 398 trusted dealer partners to support your workplace needs

D. Annual sales for the three previous fiscal years.

- FY 16 total $635M
- FY 17 total $670M
- FY 18 total $686M

For review of Kimball International Annual Reports, visit: https://www.kimballinternational.com/investor-information under "featured reports"

E. Submit FEIN and Dunn & Bradstreet report.

Kimball Office Inc. FEIN #35-1688210.

Summary

Order Reference: angela.slaninka@kimball.com | Report as of: 07-30-2019 3:10 PM | using Currency as USD

KIMBALL OFFICE INC.

Tradestyle(s): (SUBSIDIARY OF KIMBALL FURNITURE GROUP, LLC, JASPER, IN)

ACTIVE HEADQUARTERS

Address: 1600 Royal St, Jasper, IN, 47549, UNITED STATES
Phone: (812) 482-1600
D-U-N-S: 79-731-2147
In Portfolio: Yes
Tags: No tags
Alerts: No alerts

Risk of Bad Debt Write-off	Cash Flow Risk	Age of Business	Employees
18	65	32 years	2,500
(No change since last month)	3 (in the last month)	1986 Year Started	500 (here)

Recent Alerts

There are no alerts to display.

Company Profile

D-U-N-S
79-731-2147
Legal Form
Corporation (US)
History Record
Clear
Date Incorporated
08-18-1986

Mailing Address
United States
Telephone
(812) 482-1600
Website
www.kimballofficefurnitu...
Present Control Succeeded
2016

Employees
2,500 (500 here)
Age (Year Started)
32 years (1986)
Named Principal
Michael Wagner, PRES.
Line of Business
Mfg office furniture-nonwood

State of Incorporation
Indiana

Ownership
Not publicly traded

Risk Assessment

Overall Business Risk

LOW	LOW-MODERATE	MODERATE	MODERATE-HIGH	HIGH

Maximum Credit Recommendation

US$ 3,500,000

The recommended limit is based on a moderately low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B Viability Rating

Portfolio Comparison Score

4

Low Risk (1) — High Risk (9)

Company's risk level is: LOW

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **4.00 %**

Risk of Bad Debt Write-off (also known as the Failure Score)

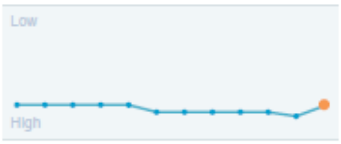
18

Low Risk (100) — High Risk (1)

Company's risk level is: MODERATE-HIGH

Based on the D&B Failure Score, the probability of failure for this company in the next 12 months is **0.76 %** , which makes it a Moderate-High risk for you to incur a write-off.

Past 12 Months



Cash Flow Risk (also known as the Delinquency Score)

65

Low Risk (100) — High Risk (1)

Company's risk level is: MODERATE

Based on the D&B Delinquency Score reporting a payment behavior of **INCONSISTENT AND/OR SLOWER PAYMENTS** , this company is predicted to have a Moderate risk of a negative impact to your cash flow.

Past 12 Months



Payment Behavior

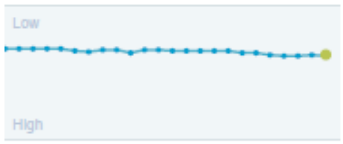
67

Low Risk (100) High Risk (0)

Company's risk level is: LOW-MODERATE

Days Beyond Terms : **18**
Based on a D&B PAYDEX® of 67
According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

Past 24 Months



D&B Rating

Current Rating as of 12-24-2018

Employee Size
1R : 10 employees and over

Risk Indicator
4 : Higher than Average Risk

Previous Rating

Employee Size
1R : 10 employees and over

INQUIRIES

No inquiries information available for this company

Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

Trade Payments

Highest Past Due

US$ 30,000

Highest Now Owing
US$ 100,000

Total Trade Experiences
59

Largest High Credit
US$ 200,000

Average High Credit
US$ 13,832

Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate
KIMBALL INTERNATIONAL, INC.

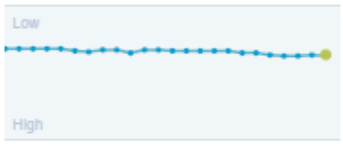
Payment Behavior

67

Low Risk (100) High Risk (0)

Company's risk level is: LOW-MODERATE

Days Beyond Terms : **18**
Based on a D&B PAYDEX® of 67
According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.



D&B Rating

Current Rating as of 12-24-2018

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Risk Indicator
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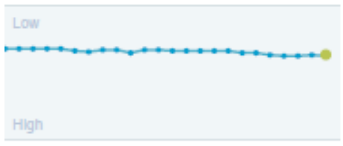
Past 24 Months



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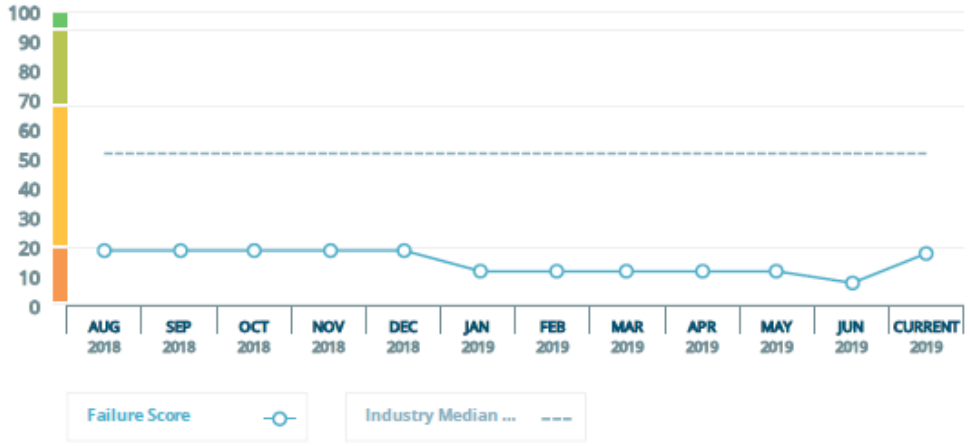
Global Ultimate, Domestic Ultimate
KIMBALL INTERNATIONAL, INC.



Cash Flow Risk (Also Known As The Delinquency Score)

65

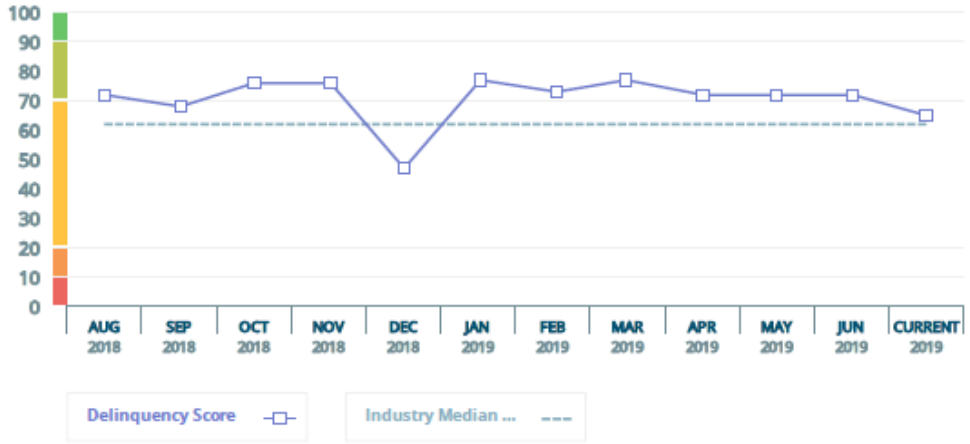
Low Risk (100) High Risk (1)

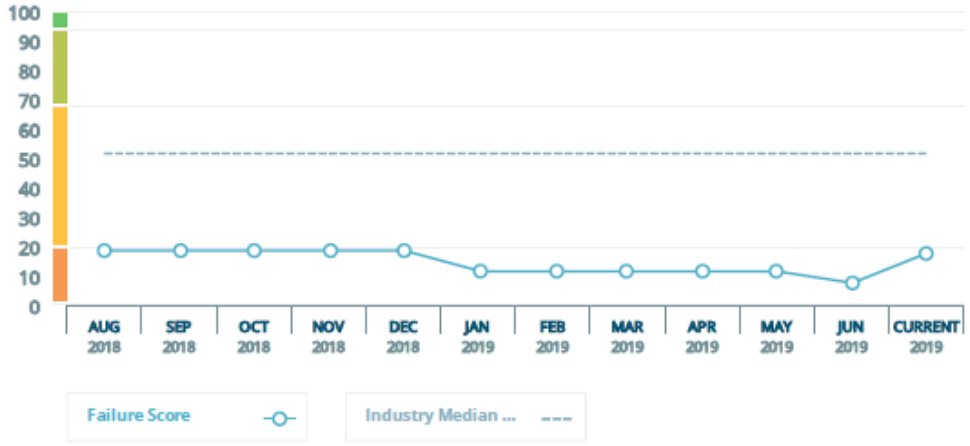
Based on a D&B Delinquency Score of 65

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Proportion of slow payments in recent months
- Evidence of open liens

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database
Moderate	521	4.20%	10.20%

Business and Industry Trends





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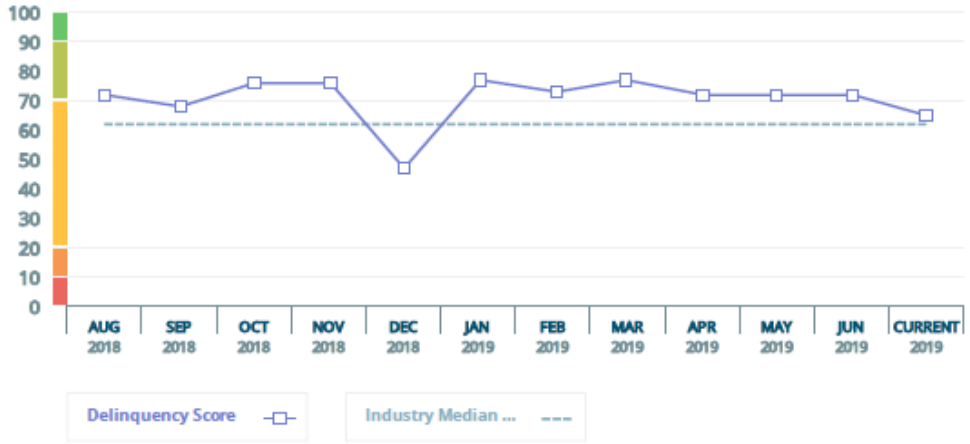

Total Trade Experiences:
59

Largest High Credit:
US$ 200,000

Average High Credit:
US$ 13,832

Total Unfavorable Comments:
0

Largest High Credit:
US$ 0

Total Placed in Collections:
0

Largest High Credit:
US$ 0

Trade Payments By Credit Extended (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US$ 200,000	50
50,000 - 99,999	1	US$ 80,000	50
15,000 - 49,999	5	US$ 120,000	75
5,000 - 14,999	10	US$ 57,500	74
1,000 - 4,999	7	US$ 8,500	35
Less than 1,000	10	US$ 4,300	65

Trade Payments By Industry (Based on 24 months of data)

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
22 - Textile Mill Products	1	200,000					
2221 - Manmade broadwvn mill	1	200,000	50	50	0	0	0
25 - Furniture and Fixtures	4	40,000					
2521 - Mfg wood office furn	1	1,000	0	0	50	50	0
2522 - Mfg nonwd office furn	2	40,000	49	0	49	0	2
2541 - Mfg wood fixtures	1	20,000	50	0	50	0	0
32 - Stone, Clay, Glass, and Concrete Products	1	5,000					
3291 - Mfg abrasive products	1	5,000	100	0	0	0	0
33 - Primary Metal Industries	1	25,000					
3354 - Mfg alum extrud prdts	1	25,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	1	5,000					
3572 - Mfg computer storage	1	5,000	0	100	0	0	0

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
42 - Motor Freight Transportation and Warehousing	2	1,000					
4213 - Trucking non-local	1	1,000	100	0	0	0	0
4214 - Local truck w/storage	1	1,000	0	50	50	0	0
45 - Transportation by Air	1	250					
4513 - Air courier service	1	250	50	0	50	0	0
48 - Communications	1	750					
4813 - Telephone communictns	1	750	100	0	0	0	0
49 - Electric, Gas and Sanitary Services	1	750					
4911 - Electric services	1	750	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	6	7,500					
5065 - Whol electronic parts	1	1,000	100	0	0	0	0
5072 - Whol hardware	2	7,500	100	0	0	0	0
5074 - Whol plumb/hydronics	2	1,000	5	95	0	0	0
5085 - Whol industrial suppl	1	0	0	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	6	80,000					
5112 - Whol office supplies	2	500	50	17	0	0	33
5113 - Whol service paper	2	5,000	52	48	0	0	0
5131 - Whol piece goods	2	80,000	50	50	0	0	0
61 - Nondepository Credit Institutions	1	250					
6153 - Short-trm busn credit	1	250	100	0	0	0	0
73 - Business Services	3	20,000					
7363 - Help supply service	2	20,000	80	10	10	0	0
7389 - Misc business service	1	0	0	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	1	5,000					
8734 - Testing laboratory	1	5,000	50	50	0	0	0
91 - Executive Legislative and General Government except Finance	2	15,000					
9111 - Executive office	1	5,000	100	0	0	0	0
9121 - Legislative body	1	15,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	3	10,000					
9311 - Public finance	3	10,000	100	0	0	0	0
99 - Nonclassifiable Establishments	1	2,500					

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
9999 - Nonclassified	1	2,500	0	100	0	0	0

Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
07/19	Pays Slow 30+	N30	2,500	500	250	1
06/19	Pays Promptly	-	20,000	7,500	0	1
06/19	Pays Promptly	-	750	0	0	1
06/19	Pays Promptly	-	250	0	0	Between 4 and 5 Months
06/19	Pays Promptly	N30	0	0	0	1
06/19	Pays Prompt to Slow 30+	-	200,000	100,000	30,000	1
06/19	Pays Prompt to Slow 30+	-	5,000	100	100	1
06/19	Pays Prompt to Slow 30+	-	5,000	5,000	1,000	1
06/19	Pays Prompt to Slow 60+	-	40,000	40,000	15,000	1
06/19	Pays Prompt to Slow 60+	-	20,000	1,000	0	1
06/19	Pays Prompt to Slow 60+	-	250	250	50	1
06/19	Pays Prompt to Slow 150+	N30	500	250	250	Between 6 and 12 Months
06/19	Pays Slow 30+	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Slow 30-60+	Regular terms	5,000	0	0	Between 2 and 3 Months
06/19	Pays Slow 60-90+	-	1,000	1,000	1,000	1
06/19	-	Cash account	500	0	0	Between 6 and 12 Months
06/19	-	Cash account	250	0	0	Between 2 and 3 Months
06/19	-	Cash account	250	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 2 and 3 Months
06/19	-	Cash account	50	-	-	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
06/19	Pays Slow 30+	-	1,000	250	250	1
05/19	Pays Prompt to Slow 30+	N30	80,000	80,000	10,000	1
05/19	Pays Prompt to Slow 30+	N30	500	500	250	1
05/19	-	-	50	-	-	Between 2 and 3 Months
04/19	Pays Promptly	-	750	0	0	Between 4 and 5 Months
04/19	-	Cash account	100	-	-	Between 6 and 12 Months
04/19	-	Cash account	100	-	-	1
04/19	-	Cash account	50	-	-	1
03/19	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
03/19	Pays Slow 30-60+	-	1,000	0	0	Between 2 and 3 Months
02/19	Pays Slow 90+	1 15 N30	750	0	0	Between 6 and 12 Months
02/19	Pays Prompt to Slow 15+	-	250	0	0	Between 6 and 12 Months
01/19	Pays Promptly	-	7,500	250	0	1
01/19	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
01/19	Pays Promptly	-	15,000	-	-	1
12/18	-	Cash account	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	Cash account	250	-	-	1
09/18	Pays Promptly	-	5,000	-	-	1
09/18	-	Cash account	100	-	-	1
08/18	Pays Promptly	-	0	0	0	Between 6 and 12 Months
08/18	-	Cash account	50	-	-	Between 2 and 3 Months
07/18	-	Cash account	100	-	-	1
07/18	-	Cash account	50	-	-	1
07/18	-	Cash account	100	-	-	1
06/18	Pays Promptly	-	10,000	-	-	1
06/18	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/18	Pays Promptly	-	25,000	25,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/18	-	Cash account	50	-	-	1
04/18	-	Cash account	-	-	-	Between 6 and 12 Months
03/18	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/18	Pays Promptly	-	5,000	-	-	1
12/17	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
12/17	-	Cash account	100	-	-	1
09/17	Pays Promptly	-	1,000	0	0	1
09/17	-	Cash account	250	-	-	1

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgements	Liens	Suits	UCC Filings
0	1	0	2
Latest Filing: -	Latest Filing: 06-14-2016	Latest Filing: -	Latest Filing: 11-28-2007

Events

Lien - Tax Lien

Filing Date	06-14-2016
Filing Number	11012929
Status	Open
Date Status Attained	06-14-2016
Received Date	06-21-2016
Amount	US$ 14,522
Debtors	KIMBALL OFFICE INCORPORATED
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

UCC Filing - Original

Filing Date	11-28-2007

Filing Number	0700011052644
Received Date	12-11-2007
Collateral	Leased Equipment
Secured Party	WHAYNE SUPPLY COMPANY, LOUISVILLE, KY
Debtors	KIMBALL INTERNATIONAL MARKETING, INC., JASPER, IN
Filing Office	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

12-24-2018

A Rating change has occurred on this company.

05-25-2016

This company is an operating subsidiary of Kimball Furniture Group, LLC, Jasper, IN.

Business started 1986 by the parent company. Present control succeeded Mar 2016.

The Chief Executive Officer is now Michael Wagner, Pres..

Company Profile

Company Overview

D-U-N-S
79-731-2147

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
08-18-1986

State of Incorporation
Indiana

Ownership
Not publicly traded

Mailing Address
United States

Telephone
(812) 482-1600

Website
www.kimballofficefurniture.com

Present Control Succeeded
2016

Employees
2,500 (500 here)

Age (Year Started)
32 years (1986)

Named Principal
Michael Wagner, PRES.

Line of Business
Mfg office furniture-nonwood

Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 06-30-2019
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	KIMBALL OFFICE INC.
Corporation Type	Corporation (US)
Business Commenced On	1986
State of Incorporation	INDIANA
Date Incorporated	08-18-1986
Registration ID	198608-537
Registration Status	ACTIVE
Filing Date	08-18-1986
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	Julia E. Heitz Cassidy
Address	1600 Royal Street, Jasper, IN, 475462256

Principals

Officers

DOUGLAS A HABIG, CHB
THOMAS L HABIG, V CHB
JAMES C THYEN, PRES-CEO
RONALD J THYEN, SR EXEC V PRES

JOHN T THYEN, SR EXEC V PRES
C. ALLEN PARKER, V PRES
R. GREGORY KINCER, TREAS

Directors

DIRECTOR(S): THE OFFICER(S)

Company Events

The following information was reported on: 11-03-2018

The Indiana Secretary of State's business registrations file showed that Kimball International Marketing, Inc. was registered as a corporation on August 18, 1986. By charter amendment the business name was changed to Kimball Office Inc. on April 12, 2011.

Business started 1986 by the parent company. Present control succeeded Mar 2016. 100% of capital stock is owned by Kimbal International Inc.

DOUGLAS A HABIG born 1946. 1975-present employed here; 1981 president; 1990 CEO. 1971-1975 employed with Indiana National Bank, commercial loan officer. 1969-1971 served the United States Army. Graduated from St Louis University in 1967 with a BA Degree and from Indiana University in 1969 with an MBA Degree.

THOMAS L HABIG born 1928. 1952-present active with parent company. 1980 graduated Tulane University, New Orleans, LA.

JAMES C THYEN born 1944. 1967-present active with parent company. 1965 graduated Xavier University, Cincinnati, OH (BS) and 1967 Indiana University, Bloomington, IN (MBA).

RONALD J THYEN born 1937. 1959-present active with parent. 1959 graduated from Notre Dame University, South Bend, IN.

JOHN T THYEN born 1938. 1961-present active with parent company.

C. ALLEN PARKER. Antecedents are unknown .

R. GREGORY KINCER. Antecedents are unknown .

Business Activities And Employees

The following information was reported on: 11-03-2018

Business Information

Trade Names	(SUBSIDIARY OF KIMBALL FURNITURE GROUP, LLC, JASPER, IN)

Business Information

Description	Subsidiary of Kimball Furniture Group, Llc, Jasper, IN started 1988 which operates as Mfg wood office furniture, mfg office furniture-nonwood. Parent company owns 100% of capital stock. As noted, this company is a subsidiary of Kimball Furniture Group, LLC, DUNS number 79-473-2313 and reference is made to that report for background information on the parent company and its management. Manufactures non-wooden office furniture, specializing in desks or tables (100%). ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 482-1818. Terms are Net 30 days. Sells to dealers and government accounts. Territory : International.
Employees	2,500 which includes officer(s). 500 employed here.
Financing Status	Unsecured
Import/Export	Import
Seasonality	Nonseasonal.
Facilities	Leases 195,000 sq. ft. in a two story brick building Shares with parent company.
Location	Industrial section on main street.

SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
2522	Mfg office furniture-nonwood	-
25220400	Office desks and tables, except wood	-

NAICS Codes	NAICS Description
337214	Office Furniture (except Wood) Manufacturing

Government Activity

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Financials

D&B currently has no financial information on file for this company

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F. Describe any green or environmental initiatives or policies.

SUSTAINABILITY

Kimball Office Inc. has a long history as an environmentally sensitive company. From our Company's inception as a wood furniture manufacturer, relying on nature's resources to create our products, the ideas of conservation and sustainability, of sensitivity toward our environment, have been deeply ingrained in our culture. Concern for our environment and "leading by example" in the promotion of environmentally responsible business practices is something that Kimball Office Inc. believes in as part of our corporate philosophies. Kimball Office Inc.'s sustainability practices include initiatives to reduce water usage, solid waste generation, VOC emissions, hazardous waste materials and Greenhouse Gases. Environmental goals are set and results measured against benchmarks.

Environmental

Kimball Office Inc. is dedicated to continued excellence, leadership and stewardship in protecting the environment, the health and safety of our employees and the members of the communities in which we work and live. Our commitment is to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment.

All Kimball Office Inc. manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment.

Waste Reduction and Recycling

Kimball Office Inc.’s Corporate Recycle Center (CRC) supports the programs of numerous regional facilities, providing a central location for consolidating recyclable materials for re-sale and transport. Currently the CRC recycles over 65 different waste materials. Among the materials recycled are steel, aluminum, glass, fabrics, printer cartridges, electronic equipment, and several types of plastic, wood and cardboard, which is either sold for re-use or recycled by type of material. The sustainability and continuous improvement projects have reduced the overall waste generated at Kimball Office Inc. facilities as the amount of recycling has steadily increase.

F. Describe any green or environmental initiatives or policies.

Sustainable Global Wood Purchasing

Kimball Office Inc. strives to ensure that wood used in the manufacturing of our products is obtained from environmentally and socially responsible sources. Knowing we are procuring wood responsibly not only supports our sustainability initiatives, but also provides assurance that our wood-based components have the lowest possible burden on the global environment. It is Kimball Office Inc.'s policy to work with partners who share our values of responsible management of wood from the forests where our raw materials are harvested. Kimball Office Inc. strives to use wood from properly managed forests to reduce the environmental impact we have on our industry.

Kimball Office Inc. expects suppliers of wood-based materials to follow all applicable laws of the United States of America including the Lacey Act, in addition to laws of the country where they are located and international treaties and agreements to which the United States is a signatory. We will not use species listed in CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) Appendices I or II, for the manufacturing of our products. Our Supply Chain Team will give preference to suppliers who participate in the following programs: Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), American Tree Farm System (ATFS), Canadian Standards Association (CSA), Programme for the Endorsement of Forest Certification (PEFC), and Composite Panel Association's Eco Certified Composite (ECC). Kimball Office Inc. conducts business ethically based on our Business Partner Code of Conduct and expects our business partners to do so as well.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Diversity is a core principle for Kimball. Kimball International is a publicly traded company (KBAL) led by our CEO Kristie Juster and President Phyllis Goetz. We are not a minority or women owned business, however we focus and support diversity owned dealers and suppliers. Our number of minority-owned Select Dealers is 48%. We measure utilization of these businesses and work to facilitate growth and opportunities to these entities. We have tracking tools in place and, on a quarterly basis, review our spend dollars and percentages in various diverse supplier categories (as defined by the US Government). We also track any efforts we undertake relative to initiating discussions with and possibly bringing on new diverse suppliers, dealers, and other subcontractors. Kimball can provide first tier minority spend reports upon request.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Kimball Office Inc. does not hold underutilized business certifications, but actively pursues and works with such entities through our dealer network.

I. Describe how supplier differentiates itself from its competitors.

While trends may come and go, Kimball has a longstanding history of being able to evolve. To embrace what's new and take it to the next level. From our origins as a piano maker to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way. Being nimble, quick, and approachable allows us to make a difference for each individual customer. The average tenure for a Kimball team member is over 15 years and many of our customers and suppliers have been with us for 40 or more years.

We keep good company—actively listening to our customers, brilliant partners, and industry thought leaders—and invite collaborative discussions that challenge what's familiar and inspire fresh ideas. Driven by curiosity and inspired to empower people, we craft what's next, so you can work your way. We've found that what drives our purpose are the exact things that bring value to our relationship with you:

Authenticity- Being authentic keeps us grounded in integrity, humility, and warmth—all of which helps us build deeper connections with our customers and create great customer experiences for them.

Curiosity- We believe that curiosity is the starting point to addressing unmet needs. By asking you the right questions, we're able to develop just the right answers that solve for all the different ways your people want to work.

A Culture of Caring- Understanding how we're all interconnected makes us more invested and serve as better partners—to our customers, to our communities, and to the world.

Insightfulness- Being insightful means inspiring more "aha" moments for our customers and paves the way for us to craft forward-thinking solutions that respond to their ever-evolving needs.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

The Company is not currently involved as a party, nor has it been a party in the last ten years to any litigation that had or is likely to have any material impact on the Company. The Company has never sought bankruptcy protection, nor has the Company otherwise pursued any form of legal reorganization based on opportunities to reorganize to address financial issues that may be afforded under any federal or state law.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

a. Kimball International Inc is a publicly held corporation, whose subsidiary Kimball Office Inc. is responding to this bid, therefore this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Kimball Office Inc. Inc has not had any debarment or suspension actions taken against the Company.

3.2 Distribution, Logistics

A. Describe the full line of Products and Services offered by Company.

Kimball Product Lines:
Open Plan



KORE™ Work Cart



fiXt®



Canopy®



Narrate®



KORE™



Xsede® Height Adjust



Xsede® Power Beam



Xsede®



Xsite®

Kimball Product Lines:

Open Plan



Interworks® EQ



Cetra™



Footprint®



Priority™



Dock® Work Tables



Traxx® & Tiles



Perks®



Fundamental® Files



LF™ Series

Kimball Product Lines:

Desks



KORE™ Work Cart



KORE™



Priority™



Definition®



Fluent™



Transcend®

Kimball Product Lines:

Desks



Footprint®



Guide™



Xsede® Height Adjust

Heritage Collection



Senator™



President™



Innsbruck™

Kimball Product Lines:

Seating



Pep®



Theo™



Lusso™



Joya™



Pairings®



Splendor®



Nash™



Abbott™



Poly™

Kimball Product Lines:

Seating



Tucker™



Bloom®



Flip®



Niles™



fiXt®



Greer™



Joelle™ Behavioral Wellness



Helio™



Pairings® Health

Kimball Product Lines:

Seating



Spruce™ Behavioral Wellness



Sycamore™ Metal



Wilder™



Joelle™



Villa™



Wish™



Boyd®



Event™



Pose™

Kimball Product Lines:

Seating



Collage™



Acapella®



Beo®



Adagiato™



Spruce™



Alpine™



Sycamore™



Villa™ Health Sleep Sofa



Villa™ Health

Kimball Product Lines:

Seating



Wren™



Meadow™



Shore®



Physician / Exam Stool



Itsa™



Bingo®



Stature®



Arpeggio™



Enjoy™

Kimball Product Lines:

Seating

Heritage Collection



Clairmont™



Independence Hillsborough™



Independence Richland™



Independence Newcastle™



Independence Springfield™



Independence Suffolk™

Kimball Product Lines:

Storage



Stow™



Alterna®



fiXt®



Footprint® Pullout Storage



KORE™



Xsede® Media Cart



Footprint®



Fluent™



Priority™

Kimball Product Lines:

Storage



Definition®



Transcend®



Fundamental® Files



LF™ Series



Complementary Furniture



Sanctuary™

Heritage Collection



Senator™



President™



Innsbruck™

Kimball Product Lines:

Tables



fiXt®



Pairings®



Bloom®



Dock® Meeting



Dock® Training



Teem®



Spruce™



Theo™



Xsede® Height Adjust

Kimball Product Lines:

Tables



KORE™



Dock® Work Tables



Contemporary/Transitional Tables



Scenario™



Aspire®



Configuration Tables



Priority™



Definition®



Fluent™

Kimball Product Lines:

Tables



Footprint®



Transcend®



Villa™



Beo®



Pose™



Arpeggio™



Overbed Tables



Cube & Cylinder



Traditional Tables

Kimball Product Lines:

Tables

Heritage Collection



Senator™



President™



Innsbruck™

Modular Caseworks



Alterna®

Kimball Product Lines:

Benching



Canopy®



Dock® Work Tables



Footprint®



KORE™



Narrate®



Priority™



Xsede®



Xsede® Height Adjust

Kimball Product Lines:

Height Adjust



KORE™ Work Cart



Canopy®



Dock® Training



Priority™



Scenario™



Xsede® Height Adjust

Kimball Product Lines:

Technology



Bluetooth Speaker



Jolt™



Optix



wePresent®

Kimball Product Lines:

Accessories



Jolt™



KORE™



Narrate®



Stow™



Teem®



Xsede® Power Beam



Xsede® Media Cart



Complementary Furniture



Perks®

Kimball Product Lines:

Accessories



Traxx® & Tiles



Fluent™



Scenario™



Definition®

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Kimball Office Inc. utilizes their own trucking fleet as well as LTL carriers to insure timely deliveries. Delivery and Installation is coordinated with the dealers depending on the size and scope of the individual projects. The primary concern is that the customer's wishes are being met so when unique situations arise the solution sometimes must be customized but all installs will be serviced by the dealer install team so that ongoing service and care is available at a local level.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Kimball Truck Fleet
- Nationwide Industry Recognized LTL Truck Fleets
- Authorized Dealer network

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Distribution Facilities / Warehouses: (3)

- Distribution Center #2
  Santa Claus, IN
  363,000 Sq. Ft.

- Distribution Center #3
  Jasper, IN
  155,523 Sq. Ft.

- Distribution Center #4
  Jasper, IN
  220,541 Sq. Ft.

Retail Network: (6) Kimball Showrooms



ATLANTA
3445 Peachtree Road Suite 400
Atlanta, GA 30326 | 800.390.1876



BOSTON
70 Franklin Street
Boston, MA 02110 | 800.678.4436



CHICAGO
325 North Wells Street Suite 100
Chicago, IL 60654 | 800.349.9827



DALLAS
2100 McKinney Avenue Suite 1850
Dallas, TX 75201 | 800.835.4904



LOS ANGELES
500 South Grand Avenue Biltmore Towers 24th Floor
Los Angeles, CA 90071 | 800.203.3688



WASHINGTON DC
1130 Connecticut Avenue NW Suite 1150
Washington, DC 20036 | 800.637.6996

In addition to our distribution centers and showrooms, our Dealer network has product on display and warehouse facilities available on a local level. Combined, our Dealer network has millions of square feet of warehouse / retail facilities available to our customers.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Kimball Office Inc. Executive Leadership, in conjunction with OMNIA Partners Leadership, will communicate a new OMNIA Partners contract through its website and direct communication to its selling teams and dealerships.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within 10 days of award:

-Kimball Office Inc. Executive leadership and OMNIA Partners Executive leadership will communicate the new OMNIA Partners contract though its website and direct communications to its sales teams and authorized distribution channel.

Within 30 days of award:
-Schedule a meeting with OMNIA Partners officials to review contract expectations.
-Develop a Nationwide joint marketing/sales plan with OMNIA Partners.
-Review, train, and present contract changes to Kimball Office Inc. Sales Managers.
-Review, train and present contract changes to Internal Contract Support team and Customer Service teams.
Within 60 days of the award:
-Create power point and other types of communication that highlight new award and its changes.
-Create presentation and develop training schedule for all Kimball Office Inc.
-Review all existing opportunities and notify of new award and date. Within 90 days of the award:
-Complete presentation and roll out to all Kimball Office Inc. Distribution channel.
-Develop tracking plan for new contract progress.
-Meet with OMNIA Partners to review progress and activity.
-Further develop new OMNIA Partners exchange program and exchange of data regarding new contract sales opportunities.

3.3 Marketing and Sales

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Kimball Office Inc. Marketing team will work with OMNIA Partners Marketing team to develop a co-branded press release to distribute to various trade publications within the first 10 days of award.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

A notification will be sent out within the first 30 days of award announcing the new award to our dealers via our Kimball Office Inc. brand specific websites.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Kimball Office will complete a new OMNIA Partners marketing piece for hand out and email distribution to promote the new contract.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Kimball Office Inc. commits to work with OMNIA Partners to secure booth space for all shows that OMNIA Partners will be attending that Kimball Office Inc. believes will impact our success with this contract.

3.3 Marketing and Sales

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Kimball Office Inc. commits to purchase 10x10 booth space in designated area selected by OMNIA Partners at NIGP Annual Forum and identified regional trade shows where the OMNIA Partners program has focus. Kimball Office Inc. will provide representation to man the booth as well as assist in the marketing plans and give-away suggestions provided by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to promote the OMNIA Partners agreement through publications and websites in identified trade publications.

vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to develop marketing materials in conjunction with OMNIA Partners to promote the master agreement throughout its term (case studies, training materials and end-user presentations.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Kimball Office Inc. agrees to continue to maintain OMNIA Partners dedicated webpages on www.Kimball.com and www.nationalofficefurniture.com. These sites will include the OMNIA Partners logo, copy of the original RFP, copy of the contract and amendments, summary of products and pricing, marketing materials, and a link to the OMNIA Partners online registration. Additionally, Kimball Office Inc. agrees to provide OMNIA Partners the materials needed to develop and maintain current information on their website as well.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

After detailed training, our Sales Representatives, in conjunction with our Servicing Dealer Network will contact OMNIA Partners participating agencies to announce our new contract. The announcement will initiate contact in many forms – in person presentations, phone calls, ecards, etc. Initially our sales teams will focus on our existing customers – most of these customers will be contacted in person to educate them on our new contract. Our existing customers are familiar with our products and services, these calls will focus on OMNIA Partners education and the benefits associated with our new agreement. In addition to our current customers, we will focus on new opportunities and new customers. Kimball Office Inc. has a long history of being active participants in trade shows like NIGP. We will continue to market our products and services through the OMNIA Partners contract at the trade shows. We will follow up with all leads generated during those trade shows. We will also establish a customer service program. This program will focus on our existing customers – the intent to identify those customers who are not using the contract and provide a list to management so that we can ensure that the customer has been approached and provided the correct information. This program will also afford us the opportunity to work with OMNIA Partners on those customers that we are having problems transitioning. We believe with the commitment and support of Kimball Office Inc.'s entire sales force that the focus and measurements will be in place to market this agreement into success for all parties.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Kimball Office Inc. will provide OMNIA Partners with its company/corporate logo(s) for use in marketing communications and promotions. Kimball Office Inc. authorizes OMNIA Partners to reproduce such logo(s) in marketing communications and promotions providing the logo and use meet Kimball International's marketing requirements. Kimball Office Inc. will work with OMNIA Partners to make sure this happens.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

Kimball Office Inc. agrees to develop a marketing plan to reach public agencies nationwide participating in the OMNIA Partners program. At the very least, Kimball Office Inc. will develop a direct marketing approach that will communicate the requirements of OMNIA Partners as well as a program to follow up with those agencies.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

Kimball Office Inc. sales team is seasoned and have expert knowledge and selling experience with the OMNIA Partners contract. Many of our sales resources have a very positive working relationship with their OMNIA Partners counterparts. A new award will allow Kimball Office Inc. and OMNIA Partners to continue to expand our selling team relationships. All selling teams are trained on the key features of the contract through regular webinars by the program owner. All selling teams have a true understanding of public solicitation processes and how OMNIA Partners eliminates the need for the agencies to go through the bid process, therefore saving time and resources. We continue to work with the OMNIA Partners teams to expand the use of the program via the wide range of public agencies that can access OMNIA Partners.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

The contact information for this position is:

Executive Support: Phyllis Goetz
President, Kimball Office Inc. Kimball Office Inc.
1600 Royal Street Jasper, IN 47549-1022 PH: 800-482-1616
EM: Phyllis.Goetz@Kimball.com

Marketing: Wendy Murray
Director of Brand Marketing 1600 Royal Street
Jasper, IN 47549-1022
PH: 800-482-1616 ext. 6685
EM: Wendy.Murray@Kimball.com

Sales: Rhonda Hammack
Director, Government Sales 1600 Royal Street
Jasper, IN 47549-1022 PH: 443-745-1272
EM: Rhonda.Hammack@Kimball.com

Sales Support: Kris Kendall
Government Sales Specialist 1600 Royal Street
Jasper, IN 47549-1022
PH: 800-482-1616 ext. 8644
EM: Kris.Kendall@Kimball.com

Financial Reporting: Carolyn Brewer
Assistant Controller 1600 Royal Street Jasper, IN 47549-1022
PH: 800-482-1616 ext. 8518
EM: Carolyn.Brewer@Kimball.com

Contracts:
Stacy Huelsman
Commercial Contract Mgr 1600 Royal Street
Jasper, IN 47549-1022
PH: 800-482-1616 ext. 8108
EM: Stacy.Huelsman@Kimball.com

H. Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Kimball Office has Sales Representatives in all 50 States. The direct sales team is divided into separate categories. Representation is primarily structured to focus on Sales and Service to our end customers and to our authorized Dealer Network. Other representation is the Government Sales. We have specialized Sales Representatives that focus entirely on Government business. Another important aspect of our business is the A&D community and we have sales representation focusing on that important link to the sales process. The country is divided into
(10) regions and a Regional manager is assigned to each region. The Sales Team members report to the Regional managers. Leading the Regional Managers are two Director of Sales positions, one for the Eastern half of the country and one for the Western half of the country. A Director of A&D leads the A&D team. In the Government sector, we have a Director of Government Sales. The four Directors report to the Vice President of Sales. The Vice President of Sales reports to the highest Executive level in the in the sales organization. That position is President of Kimball Office.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Kimball Office Government Sales Managers (GSMs) are the program regional owners and provide program leadership in their respective areas. They work in conjunction with the OMNIA regional managers in their areas to grow the program sales. Together they strategize on targeted accounts, leveraging existing contact relationships. They involve the Kimball Office Region Management team as well as the Market Sales Managers to insure a constant touch and sales process forward action. The GSM's coordinate Dealer Boot Camps for both the Public and Education Sector Region Managers. Together they educate and promote the OMNIA allocating resources appropriately.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Kimball Office has developed the following structure to manage the National IPA program through the terms of the agreement:

- A dedicated program owner – Rhonda Hammack
- A dedicated contract specialist – Stacy Huelsman
- Regional Program Owners – Five Government Sales Managers
- A dedicated trained internal government support team providing timely new participant set up.
- A sales reporting structure that provides National IPA monthly sales reporting requirements by registered end-user.
- A marketing specialist that will work in conjunction with National IPA to develop joint marketing and sales pieces.

The Kimball Office leadership team has put the resources in place for continued sales growth. This structure has served us well during the current contract period.
A new contract would allow us to re-train and re-focus for continued sales growth.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Kimball's Public Sector sales volume for fiscal year 2019 $23,642,131.00. Our top 10 accounts are as follows:

Laredo Community College
Cosumnes Community
Service University of North Carolina at Chapel Hill
City of Dallas
Pima Medical Institute-Tucson Campus – AZ
Boston University
City of Stamford
Virginia Tech
West Virginia University Robert C Byrd Health
NAACP

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Kimball Office has taken advantage of recent advancements in technology by implementing and making available to our business partners a number of electronic tools. We have partnered
with leaders in the software industry to develop and implement these electronic resources to enhance the Kimball Office experience for our customers. Matched with future advancements in our E-Business capabilities, these tools allow our customers to easily specify and select product, view renderings, submit orders and check order status.

Payment Methods:
- Check
- Wire Transfer
- ACH
- EFT

Ordering Methods:
- Mail
- Fax
- Email
- SAP
- EDI

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_100,000_.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Recent and future events in cooperative purchasing landscape may create additional challenges, but Kimball Office is committed to strive for continued annual double-digit contract sales growth. With these uncertainties Kimball Office therefore will only provide a nominal annual sales guarantee.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

Kimball Office Inc. will lead with OMNIA Partners, however; to clarify that OMNIA Partners does not expect Kimball Office Inc. to walk away from sales opportunities when the end user rejects use of OMNIA Partners, the following changes are requested.

For avoidance of doubt, OMNIA Partners does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.

i. Respond to registered and qualified end National IPA end-users with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Kimball Office proposes the additional language in red to be added to the existing statement above.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Kimball Office Inc. will comply with this request. For clarification, Lower pricing given to OMNIA Partners members due to competitive reasons will be reported to OMNIA under the Master Agreement unless they have an existing standard agreement with Kimball Office Inc. (brand(s)) at time of award. Kimball Office Inc. will then review in detail when existing contract is up for renewal.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

Kimball Office Inc. proposes to delete the language as set forth on 3.niii:

Commitment of Exhibit A. In lieu of such language in 3.n.iii, Kimball Office Inc. commits as follows:
In the event that the Public Agency refuses to utilize Master Agreement, the Supplier may provide pricing under an alternative agreement. It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. In the event of an award of the higher, customer net price, non- OMNIA Partners Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.

Kimball Office Inc. requests the proposed language in red for clarification purposes.

Detail Supplier's strategies under these options when responding to a solicitation.

Kimball Office Inc. will lead with OMNIA Partners as our primary Cooperative Purchasing vehicle in all appropriate sales opportunities through bid processes, face to face communication and marketing strategies. The Administrative fee will be paid on all purchases made by qualified, registered customers as agreed upon within the Master Agreement. In the event, a customer chooses not to use the OMNIA Partners Cooperative Purchasing agreement, pricing will be proposed at equivalent or higher customer net pricing to the customer to avoid the loss of a sales opportunity. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

Kimball Office Inc. understands and complies with the information within OMNIA Partners Exhibit A in conjunction with the typed responses / alternative language submitted.

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SPF Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SFP Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SPF BAA Certification is made on a case by case basis depending on the ~~product~~ mix selected. Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Kimball International, Inc.

Address, City, State, and Zip Code:
1600 Royal Street, Jasper IN 47546

Phone Number: 800-647-2010 Fax Number: 812-481-6174

Printed Name and Title of Authorized Representative: Shane P. Flynn, Federal Government Contract Manager

Email Address: shane.flynn@kimball.com

Signature of Authorized Representative: Shane P. Flynn

Date: 08/06/2019

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Don VanWinkle *, an authorized representative of* Kimball Office Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/16/19 — Director

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

State of Indiana

County of Dubois

I, Don VanWinkle *(Name)* *of the* Jasper *(City)*

in the County of Dubois, *State of* Indiana
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director *(Title)* *of the firm of* Kimball Office Inc. *(Company Name)*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Kimball Office Inc. *(Company Name)*

(Authorized Signature & Title) Director

Subscribed and sworn before me

this 16 day of August, 2019

Ramona A. Wagner

Notary Public of Indiana

My commission expires: 9, 2023

SEAL

RAMONA A. WAGNER
Notary Public - Seal
Dubois County - State of Indiana
Commission Number 673507
My Commission Expires September 28, 2023

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/16/19
Date

Director
Authorized Signature and Title

Certification 27510

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2018 to 15-FEB-2021

KIMBALL OFFICE INC.
1600 ROYAL ST. MAIL CODE K0222
JASPER IN 47549

ELIZABETH MAHER MUOIO
Acting State Treasurer

Certificate Number
11714

Registration Date: 03/08/2018
Expiration Date: 03/07/2020

State of New Jersey

Department of Labor and Workforce Development

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Kimball Office Inc. dba Kimball

2018

Responsible Representative(s):

Michael S. Wagner, President
Michelle R. Schroeder, Vice-President
John H. Kahle, Secretary
James C. Thyen, CEO
Douglas A. Habig, Chairman

Responsible Representative(s):

C. Allen Parker, Vice-President
Donald W Van Winkle, Vice-President
R. Gregory Kincer, Treasurer
Robert F. Schneider, CFO
John C Manchir, Operating Agent

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Kimball Office Inc.		
Address:	1600 Royal Street		
City:	Jasper	State: IN	Zip: 47546

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Don VanWinkle	Director
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

BUSINESS ENTITY ANNUAL STATEMENT

NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received $50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement July 30, 2019 Activity for Calendar Year 2018 ☐ Check if Amendment

Part 2: Business Entity Information

Business Name Kimball Office Inc.

Business Type Other Business Organization

Address 1 1600 Royal Street

Address 2

City Jasper State Indiana Zip 47546

*(Area Code) Telephone Number 800-482-1616

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Tonja Last Name Blackgrove

Title/Position State Contract Specialist Date July 30, 2019

*(Area Code) Telephone Number 812-482-8573

☒ Check this box to certify the above acknowledgement.

A business entity which has received $50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Kimball_Form BE.pdf

Confirmation number : 20183030856

Business Entity Name : Kimball Office Inc.

Filing Year : 2018

The information was received on : 07/30/2019

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

Print this page for your records.

TOP

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▼ Contact ELEC
Legal References
Filing Deadlines
Forms and Instructions
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FAQ's

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 16 day of August.
2019 Ramona A. Wagner
(Notary Public)

My Commission expires: 9-28-23

(Affiant)

Don VanWinkle, Director
(Print name & title of affiant)

(Corporate Seal)

RAMONA A. WAGNER
Notary Public - Seal
Dubois County - State of Indiana
Commission Number 673507
My Commission Expires September 28, 2023

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: U C # 001218 **Bidder/Offeror:** Kimball Office Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Don VanWinkle Signature: _____

Title: Director Date: 3/16/19

DPP Standard Forms Packet 11/2013

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

09/28/11

Taxpayer Identification# 351-688-210/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
KIMBALL OFFICE INC.

TRADE NAME:

ADDRESS:
1600 ROYAL ST GOX 201
JASPER IN 47546

SEQUENCE NUMBER:
0100376

EFFECTIVE DATE:
12/30/88

ISSUANCE DATE:
09/28/11

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
351688210	☒ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	938

4. COMPANY NAME: Kimball Office Inc.

5. STREET	CITY	COUNTY	STATE	ZIP CODE
1600 Royal St. Mail code KO222	Jasper	Dubois	IN	47549

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
Kimball Int'l Inc.	Jasper	IN	47549

7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ:

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 858

10. PUBLIC AGENCY AWARDING CONTRACT

	CITY	COUNTY	STATE	ZIP CODE
Procurement Bureau	Trenton	Mercer	NJ	08625

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	94	56	38	0	1	0	1	54	0	0	0	1	37
Professionals	80	40	40	1	0	1	1	37	1	1	1	0	37
Technicians	69	54	15	0	0	0	0	54	0	1	1	0	13
Sales Workers	71	22	49	0	1	0	0	21	1	2	0	0	46
Office & Clerical	48	11	37	0	0	0	0	11	0	0	0	0	37
Craftworkers (Skilled)	285	206	79	0	2	0	0	206	0	1	1	0	77
Operatives (Semi-skilled)	246	131	115	2	8	1	1	119	1	1	0	1	112
Laborers (Unskilled)	32	23	9	0		0	0	0	0	0	0	1	8
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	938	552	386	3	12	2	3	532	3	6	3	3	371
Total employment From previous Report (if any)	1246	788	458	10	28	6	23	720	4	8	6	2	437
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	13	9	4	0	0	0	0	9	0	0	0	0	4

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED: From: 8/16/19 To: 8/16/19

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED: MO. 01 DAY 18 YEAR 2018

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO / DAY / YEAR
Tonja L Blackgrove		State Contract Specialist	05 / 18 / 2015

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
1600 Royal St Mail Code KO22	Jasper	Dubois	IN	47546	812 - 482 - 8573

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

OFFICE OF THE EXECUTIVE VICE PRESIDENT – CHIEF FINANCIAL OFFICER

OFFICE OF THE PRESIDENT
1111 Franklin Street, 10th Floor: Oakland, California 94607-5200

Date: August 15, 2022

To: Participating Organizations, Education Entities, State Agencies, and Suppliers

From: Marilyn Biscotti, Senior Commodity Manager

RE: Kimball International & University of California National Contract 2019.00186
- October 2022 Market Price Increase

This memo will serve as notice that a market price increase for both Kimball Omnia National and UC Agreements has been agreed to by the University of California and will reflect new pricing beginning October 3, 2022. This increase will replace the recently implemented surcharge of 9% which was effective on July 1, 2022.

As supply chain continue to drive cost increases with raw material commodities, labor and freight, this memo reflects an average 10% price increase. The increases ranging from 0%, 5%, 10%, and 12% on all products within the Kimball, National, Etc. and Interwoven brands.

All other terms and conditions of the agreement shall remain in full unless changed, altered, or amended on a formal contract amendment signed by both parties per the requirements of the contract.

Thank you,

Marilyn Biscotti

Marilyn Biscotti
Senior Commodity Manager – Strategic Sourcing
UC Procurement Services
Marilyn.Biscotti@ucop.edu

Cc: Sean Parker, Associate Director – Facilities, Maintenance, & Capital Programs
Gerhard Stadel, Public Sector Sales Manager, Workplace
Kelli Jenkins, Trade manager – Strategic Contracts, Workplace
Christine Dorantes, OMNIA

Attachments: Kimball International Letter
Kimball International Price Increase

Kimball International Price Increase

EFFECTIVE OCTOBER 3, 2022

The average 10% price increase is outlined as following for the Kimball, National, Etc. and Interwoven brands. These percent increases are the result of the deep analysis we have conducted regarding material and related cost increases, balanced with our goal of maintaining competitive prices and protecting your ability to compete strongly in the marketplace.

We will be implementing a 10% List Price Increase on all series except those noted below:

	Product Category	0% List Increase	5% List Increase	12% List Increase
Kimball	SEATING			Bingo®, Collage™, Event™, Flip®, Jelsen™, Pep®
	CASEGOODS	Everyspace™		Definition®, Fundamental®, LF™ Series, President™, Transcend®, Xsede®
	TABLES	Everyspace™	Priority™ Height Adjustable, Priority™ Height Desk, Xsede® Adjustable Height Surface/Base, Laminate, Xsede® Adjustable Height Surface/Base, Metal	Collections, Conferencing Solution, Dock®, FiXt®, Riffel™, Scenario™, Teem® Media Cabinet
	SYSTEMS	Narrate®		Cetra™, Interworks® EQ, Xsite®
NATIONAL	SEATING		Reno®, Swift™	Admire®, Fuel®, Mix-It®, Monterrey™, Triumph™ Wood, Whirl®
	CASEGOODS		Tessera™ Height Adjustable, Waveworks® Height Adjustable	Alloy®, Conference Laminate/ Wood, Epicenter®, Escalade®, Roosevelt™, Tarver™
	TABLES		Reno® Non-Wood Tables, Reno® Wood Tables, Swift™ Laminate Tables, Swift™ Wood Tables, Waveworks® Height Adjustable, Naviyd Height Adjustable	Conference Table Base Laminate/ Metal/Wood/Combo, Fold™, Footings™, Maneuver®, Marnia™, Mio™, Myriad™, Staccato®, Strassa™, Wixler®
interwoven	SEATING			Alpine™, Greer™, Twill™, Wren™
	CASEGOODS	Alterna® (*excluding Solid Surface Worksurfaces – 10% increase)		Sanctuary™
	TABLES			Aidin™, Overbed Tables
&	ETC.			All Etc. Series
	DAVID EDWARD			All David Edward Collection Series

©2022 Kimball International, Inc.

Kimball International

July 15th, 2022

Dear Valued Customer,

As industry demand recovers, supply chain imbalances and disruptions continue to drive cost increases with commodities, labor, and freight. The following is a summary of recent cost increases we have borne for key materials utilized in the production and shipment of furniture.

Commodity	Inflation
Steel Raw Material	14%
Steel Components	6%
OSB Board	23%
Aluminum Extrusions	6%
Seating Foam	3%
Particleboard	14%
Corrugated / Packaging	11%
Wages	8%
Freight	5%

Due to the continued escalation and volatility of material, freight, and labor costs, we recently implemented a surcharge of 9% effective on July 1, 2022. Today we are announcing a market price increase effective October 3rd, which is intended to replace the current surcharge.

The average 10% price increase is made up of increases ranging from 0%, 5%, 10% and 12% on all products within the Kimball, National, Etc. and Interwoven brands. These percent increases are the result of the deep analysis we have conducted regarding material and related cost increases.

For a detailed listing of price increase by brand, product type, and series please click here.

Continuous improvement and intentional actions to mitigate the escalating cost increases, including supplier diversification, commodity hedging, nearshoring (domestic supplier), insourcing (make vs buy), and expanding freight and warehousing capacity are actively being pursued to help offset the above necessary actions.

Thank you for your continued support of Kimball International.

Regards,

Lisa Schmidt

Lisa Schmidt
Senior Director, Trade Marketing, Workplace & Health
Kimball International

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personall appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published i Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was publishe to-wit:

PHASE 3 MARKETING COMMUNICAT 0000198554 HC085601320
RAN A LEGAL NOTICE
SIZE BEING: 2 x15 L

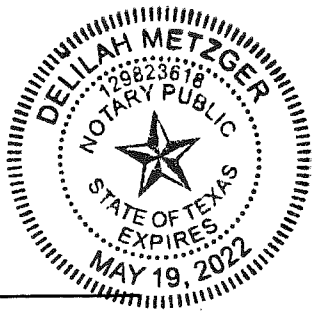
Product	Date	Class	Page
CNCY-Cypress Creek Mirror (Cypress/Cy-F	Jul 24 2019	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/Kl	Jul 24 2019	Legal Notices	
CNPM-Magnolia Potpourri	Jul 24 2019	Legal Notices	
CNPO-Tomball Potpourri	Jul 24 2019	Legal Notices	
CNCY-Cypress Creek Mirror (Cypress/Cy-F	Jul 31 2019	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/Kl	Jul 31 2019	Legal Notices	
CNPM-Magnolia Potpourri	Jul 31 2019	Legal Notices	

Product	Date	Class	Page
CNPO-Tomball Potpourri	Jul 31 2019	Legal Notices	

Walt R Van A/R CLERK

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 6th Day of August A.D. 2019



Notary Public in and for the State of Texas

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/

PRE-PROPOSAL WEB CONFERENCE: Thursday, July 25, 2019, 10:00-11:00 PDT.

PROPOSAL DUE DATE:
August 21, 2019, 3pm PDT.

CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu

Certificate of the Publisher

The Herald-News

Description:RFP 001218 OFFICE FURNITU
1684106
RICH MELIN

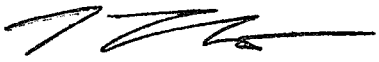
PHASE 3 MARKETING & COMMUNICATIONS
P O BOX 680758
MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
07/21/2019

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on
21st day of July, A.D. 2019

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037 Amount $67.70

PUBLIC NOTICE

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/
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CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu

(Published in Herald-News July 21, 2019)1684106

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

PNI-Arizona Business Gazette

PHASE:3
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Order # 0003691734 **# of Affidavits** 1

P.O # RFP 001218

Published Date(s):

07/25/19

STATE OF WISCONSIN
COUNTY OF BROWN } **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Sworn to before me this

25 TH day of
JULY 2019

Notary Public

My Commission expires: 5-15-23

AFFIDAVIT OF PUBLICATION

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calsource.net/supplier-resources/
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PROPOSAL DUE DATE:
August 21, 2019, 3pm PDT.
CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684or yvonne.macon@ucop.edu
Pub: July 25, 2019

NANCY HEYRMAN
Notary Public
State of Wisconsin

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
PHASE 3, ACCOUNTS PAYABLE 109 WESTPARK DR STE 360 BRENTWOOD TN 37027	9001501174 DATE 7/22/2019

ACCOUNT NAME
PHASE 3,

TELEPHONE	ORDER # / INVOICE NUMBER
6155674070	0001261468 /

PUBLICATION SCHEDULE
START 07/22/2019 END 07/22/2019

CUSTOMER REFERENCE NUMBER
001218 UC Systemwide Office Furniture

CAPTION
REQUEST FOR PROPOSALS The University of California is requesting proposals from c

SIZE
33 LINES 1 COLUMN(S)

TIMES	TOTAL COST
2	57.14

REQUEST FOR PROPOSALS

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/

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CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu

1261468 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Service** FOR **PHASE 3,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 07/22/2019 End 07/22/2019

DATE 7/22/2019 SIGNATURE Loraine Gudmundson

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 22ND DAY OF JULY IN THE YEAR 2019

BY LORAINE GUDMUNDSON.

JAE LEVI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

Jae Levi
NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
OFFICE FURNITURE AND RELATED SERVICES
University of California; Bid Location San Diego, CA, San Diego County; Due 08/21/2019 at 03:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

7/22/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **22nd** DAY OF **July, 2019**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

UNIVERSITY OF CALIFORNIA
OFFICE FURNITURE AND RELATED SERVICES
Proposals Due 3:00 pm, August 21, 2019
REQUEST FOR PROPOSALS

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/

PRE-PROPOSAL WEB CONFERENCE: Thursday, July 25, 2019, 10:00-11:00 PDT.

PROPOSAL DUE DATE: August 21, 2019, 3pm PDT.

CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu

Published Jul. 22, 2019. 11770732

Rich Melin
National Ipa
109 Westpark Dr Ste 360
Brentwood, TN 37027-5062

Order No.: 11770732
Client Reference No:

Page	:	1 of 1 07/19/2019 10:51:12	**Ad Number**	:	11011713
			Ad Key	:	
Order Number	:	20456520	**Salesperson**	:	Legal - Legals - Helena
PO Number	:	rick melin	**Publication**	:	Independent Record On-Line
Customer	:	60036285 Phase 3 Marketing & Communi	**Section**	:	Class Section
Contact	:	Sydney Rubin	**Sub Section**	:	Legal
Address1	:	109 Westpark Drive	**Category**	:	9999 Legals
Address2	:	Suite 360	**Dates Run**	:	07/24/2019-07/31/2019
City St Zip	:	Brentwood TN 37027	**Days**	:	2
Phone	:	[redacted]	**Size**	:	2 x 1.55, 14 lines
Fax	:		**Words**	:	84
	:		**Ad Rate**	:	Legal Line
Printed By	:	Cathyann Christian	**Ad Price**	:	98.16
Entered By	:	Cathyann Christian	**Amount Paid**	:	0.00
			Amount Due	:	98.16
Keywords	:				
Notes	:				
Zones	:				

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/
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PROPOSAL DUE DATE:
August 21, 2019, 3pm PDT.
CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu
July 24, 31, 2019 **MNAXLP**

AFFIDAVIT OF PUBLICATION
STATE OF MONTANA,
County of Lewis & Clark

Cathyann Christian

Being duly sworn, deposes and says;

That she is the principal clerk of the Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisement therof:

That the Notice

a true copy of which is hearto annexed, was published in said newspaper on the following dates: viz.:

July 24, 31, 2019

making in all_2_ publication(s)

Cathyann Christian

Subscribed and sworn to me this _31_ day of _July_, 2019.

Billie Jo Williams

Notary Public for the State of Montana
Printed Name: Billie Jo Williams
Residing at Clancy, Montana 59634
My commission expires August 31, 2022

(Notary Seal)

BILLIE JO WILLIAMS NOTARIAL SEAL STATE OF MONTANA

BILLIE JO WILLIAMS
NOTARY PUBLIC for the
State of Montana
Residing at Clancy, Montana
My Commission Expires
August 31, 2022

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(RFP No. 001218) Office Furniture and Related Services

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: JUL 22 2019 **# Pages:** 1
Notary Name: Patricia K. Reese First Judicial **Circuit**
Doc. Description: Affidavit of Publication
Notary Signature — JUL 22 2019 — Date

PATRICIA K. REESE NOTARY PUBLIC No. 86-467 STATE OF HAWAII

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/

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PROPOSAL DUE DATE:
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CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu
(SA1217374 7/22/19)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:
07/22/2019
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 0 times on:
West Hawaii Today 0 times on:
Other Publications: 0 times on:

PATRICIA K. REESE NOTARY PUBLIC No. 86-467 STATE OF HAWAII

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang

Subscribed to and sworn before me this 22 day of July A.D. 20 19

Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Oct 07, 2022

Ad # 0001217374

SP.NO.: _____ L.N.

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

PHASE 3 MARKETING & COMM
SUITE 360
109 WESTPARK DRIVE
BRENTWOOD TN 37027

Account # **170430**
Ad Number **0001060274**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 07/19/2019 to 07/19/2019, on the following days:

07 / 19 / 19

REQUEST FOR PROPOSALS

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/

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CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu

PUB: July 19, 2019
LV Review-Journal

/S/
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 19th day of July, 2019

Notary

MARY A. LEE
Notary Public, State of Nevada
Appointment No. 09-8941-1
My Appt. Expires Dec 15, 2020

PHASE 3 MARKETING AND COMMUNICATIONS
309 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Acct Number:			19030
Ad Number:			0000226770
Insertions:	1	Total:	$11.10
Affidavit:			$7.50
Total:			**$18.60**

AFFIDAVIT OF PUBLICATION
NEW JERSEY, SUSSEX COUNTY, ss
Naomi Korkes , of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on 07/23/2019.

Sworn and subscribed before me this 23rd day of July, 2019

DARIA JEAN SORGINE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2457972
My Commission Expires 6/22/2023

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July 23,'19pf$11.10
0000226770 NJH

Richmond Times-Dispatch

Advertising Affidavit

Account Number
6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date
July 21, 2019

PHASE: 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE
SUITE 360
BRENTWOOD, TN 37027

Date	Category	Description	Ad Size	Total Cost
07/30/2019	Propos-Sld Bids-RFP	The University of California is requesting proposals from qualifi	2 x 0 L	97.60

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Publisher of the Richmond Times-Dispatch

This is to certify that the attached The University of Califor **was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:**

07/21/2019

The First insertion being given ... 07/21/2019

Newspaper reference: 0000974763

Sworn to and subscribed before me this Sunday, July 21, 2019

Kimberly B Harris
Notary Public

Billing Representative

State of Virginia
City of Richmond
My Commission expires _____

Kimberly B. Harris
NOTARY PUBLIC
Commonwealth of Virginia
Notary Registration Number 356753
Commission Expires January 31, 2021

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

RICH MELIN
PHASE 3 MARKETING & COMMUNICATIONS/NIPA
109 WESTPARK DRIVE SUITE 360
BRENTWOOD, TN - 37027

SB #: 3276072

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 001218

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/22/2019

Executed on: 07/22/2019
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Email

* A 0 0 0 0 0 5 1 6 2 1 3 5 *

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7/22/19

SBS-3276072#

STATE OF WASHINGTON -- KING COUNTY

--ss.

375997 No.

PHASE 3 MARKETING & COMM.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:OFFICE FURNITURE

was published on

07/22/19

The amount of the fee charged for the foregoing publication is the sum of $72.00.

JENNIFER A BARNES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-24-19

Subscribed and sworn to before me on

07/22/2019

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

University of California

Office Furniture and Related Services

Proposals Due: August 21

The University of California is requesting proposals from qualified and experienced firms to provide Office Furniture and Related Services (RFP No. 001218). In order to be considered, the Offeror must complete and submit a proposal to the University of CA Office of the President in accordance with the solicitation documentation available at https://calusource.net/supplier-resources/

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Date of publication in the Seattle Daily Journal of Commerce, July 22, 2019.

7/22(375997)

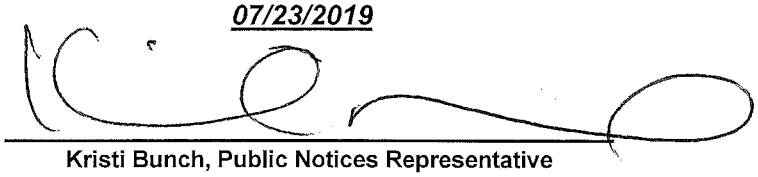
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

07/23/2019



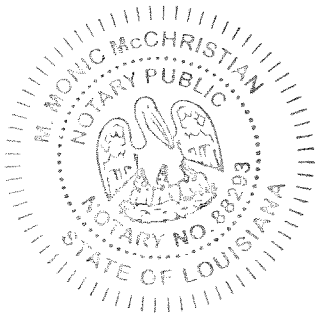
Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

7/23/2019



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



PUBLIC NOTICE

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https://calusource.net/supplier-resources/

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CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or

yvonne.macon@ucop.edu

366575-jul 23-1t

PHASE 3 MARKETING & COMM	366575-01
RICH MELIN 109 WESTPARK DR STE 360 BRENTWOOD, TN 37027	

TIMES UNION

timesunion.com

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

PHASE 3 MARKETING & COMMUNICATIONS
109 WESTPARK DRIVE
SUITE 360
BRENTWOOD, TN 37027

Account Number: 600110312
Order Number: 0004066607
Order Invoice Text: Omnia Contract 001218

C Finnegan / A Loveridge / T Tomes / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

07-22-2019

Sworn to before me, this 23 day of July 2019.

Notary Public
Albany County

TRACI RABIDOUE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6319968
Qualified in Albany County
My Commission Expires 03-02-2023

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https://calusource.net/supplier-resources/

PRE-PROPOSAL WEB CONFERENCE: Thursday, July 25, 2019, 10:00-11:00 PDT.

PROPOSAL DUE DATE:
August 21, 2019, 3pm PDT.

CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu

TU1t 4066607

August 2, 2019

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

RFP #'s #001183-APR2019 #2019209 and #001218 notices were published within said newspaper in the Marketplace Section of the on the following date(s):

7/15/2019, 7/17/2019, 7/22/2019

Don Whitman

On this the 2nd day of August, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

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County of Pinellas

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Harvick edges Hamlin on closing lap

Ellen J. Horrow
USA TODAY

Believe it or not, Kevin Harvick entered the Monster Energy NASCAR Cup Series weekend winless in 2019. The Stewart-Haas Racing driver who won eight times last year and finished third in the championship race had opportunities to win but could never live up to his nickname of "The Closer."

Harvick made sure he closed out the race Sunday at New Hampshire Motor Speedway, holding off Denny Hamlin, who caught him in the final two laps and bumped him twice before Harvick edged him at the line to win the Foxwoods Resort Casino 301.

"(Hamlin) got to me and tried to move me out the way," a relieved Harvick said after climbing out of his car. "I knew that was coming as close as he was. But I just hit the throttle down the back straightaway and I'm like, 'You're not getting under me again.' He drove to the outside, and I waited until he got near me then put a wheel on him."

The victory was Harvick's first in 21 races since he took the checkered flag at Texas Motor Speedway in November.

Hamlin saw the battle the same way Harvick did. "I wanted to just tap him there," Hamlin said, "but I didn't want to completely screw him, I wanted to give him a fair shot. Then he turned right and came up on me coming out of the corner. I don't know, I would have done the same thing. ... It was a great race."


Kevin Harvick celebrates his first Monster Energy NASCAR Cup Series victory in 2019 in the Foxwoods Resort Casino 301. JARED C. TILTON/GETTY IMAGES

Harvick, who won this race last year, benefited from a call by his crew chief. When many of the drivers brought their cars down pit road with 35 laps left for tires, Rodney Childers told Harvick to stay out. "It was really questionable with how that was going to go," Harvick said in victory lane. "It was a heck of a finish, closer than we wanted. Like I said, I would never have (made the call), but that's why he's the one on the box."

Harvick earned his 46th Cup Series win and locked himself into the playoffs.

Erik Jones finished third, Ryan Blaney fourth and Matt DiBenedetto fifth for his second top-five of 2019. Martin Truex Jr., Ryan Newman, Kyle Busch, Joey Logano and Brad Keselowski rounded out the top 10.

Larson's woes: With 37 laps left, Kyle Larson hit the wall for a second time. Larson brought his car to the garage.

Back-to-back yellows: Kyle Busch, who led 118 laps, got loose on lap 214 and slid into the wall, bringing out the caution. On the ensuing restart, Larson tried to pass Alex Bowman on the inside but spun out with the rear of his No. 42 Chevrolet backing into the wall.

Stage 2: Aric Almirola, who stayed on the track after a late-stage caution, won the segment ahead of Logano, Newman and William Byron, who also didn't pit. Kyle Busch, who took tires, was fifth.

Costly crash: Clint Bowyer got loose as cars raced three-wide on a restart with six laps left in the second segment and careened into Truex, sending Truex into the wall and his No. 19 Toyota into Bowyer's No. 14 Ford. Bowyer was eight points above the playoff cut line entering the race. Both cars were able to finish the second stage on the lead lap.

Wall banger: Ricky Stenhouse Jr. slammed hard into the Turn 2 wall on lap 136, ending his day. He cut his left front tire after side-by-side contact with Erik Jones, and when the tire blew, Stenhouse lost control of his No. 17 Ford. Stenhouse, who is winless this year, was one of a handful of drivers trying to creep up into the 16th and final playoff position. The Roush Fenway Racing driver faces a likely must-win situation. "The 20 (of Jones) ran over us," Stenhouse said. "He's been known to do that to us a couple times now lately. He'll get one coming his way before it's over with, or at least before I'm through with it."

Making contact: Daniel Suarez got loose and made contact with Daniel Hemric in Turn 2, sending Hemric's No. 8 Chevy into the wall and the No. 41 Ford of Suarez spinning. NASCAR waved the caution flag on lap 110, and the field headed back down pit road. Jones and Alex Bowman made contact on pit road when Jones was pulling out of his pit box and Bowman was trying to pull into his. Chase Elliott also had an issue on the pit stop. The No. 9 Hendrick Motorsports crew was forced to lift the hood and replace a belt.

First stage: Kyle Busch won his seventh stage of 2019 after taking the lead on a restart following the first caution.

IndyCar night in Iowa 'well worth the wait'



Jim Ayello
Columnist
The Indianapolis Star
USA TODAY NETWORK

NEWTON, Iowa – That Mother Nature has a cheeky sense of humor, doesn't she? Throughout the week leading up to the Iowa 300, we heard from so many members of the NTT IndyCar Series community lamenting the scheduled start time of Saturday's "night" race — about how starting at 7:30 ET would allow the setting sun to scorch drivers' vision, along with the fans in the stands.

Mother Nature chuckled. *Oh, you want a night race? I'll give you a night race.*

Though no rain had fallen in Iowa for weeks, just minutes before green flag time, Mother Nature opened up the skies and let forth a wicked thunderstorm and torrential downpour that soaked the track and delayed the start of the Iowa 300 for more than four hours until the event became a twilight affair, with the green flag flying 10 minutes before the stroke of midnight.

Despite the obvious headaches a delay of that caliber causes – i.e. drying the track, keeping fans safe/entertained and IndyCar teams' mad dash to book local hotel rooms and flights for their crews in case the race was pushed to Sunday – it all worked out for the best.

Well, maybe not for everyone. Surely there were fans who couldn't wait around all night for the race to begin and left disappointed. But those who did stay – and there were plenty (bravo, Iowa fans) – were treated to one of the best IndyCar races of the season.

"For all the fans who stayed out, weathered the storm literally, huge, huge thanks," said third-place finisher James Hinchcliffe. "I think it was well worth the wait. Hopefully everybody that did come and stayed for the race enjoyed the show. Felt pretty exciting from where we were sitting. Imagine from the outside, too."

From the outside, the race was thrilling.

Though the numbers, highlighted by his 245 laps led, indicate Josef Newgarden's eventual victory was a foregone conclusion, a slew of contenders emerged throughout the night looking as if they might challenge him for the top spot on the podium.

Dale Coyne Racing rookie Santino Ferrucci grabbed the early headlines by blitzing the field at the start, jumping up six spots (12th to sixth) and appearing as if he might ambush the front-runners.

Newgarden's Penske teammates, Will Power and pole-sitter Simon Pagenaud, each looked strong as the three ran up front together early on. Ed Carpenter and his teammate Spencer Pigot quickly made a case that they were the class of the pack, as they bounded up the field into the top 10 in a heartbeat.

Hinchcliffe delivered a little deja vu, as he and his car seemed to grow stronger and stronger as the race went on, making it seem like he might have a shot at going back-to-back at Iowa.

Finally there was Scott Dixon, who through some combination of sorcery and strategy managed to go from being a back marker all race to closing the gap to Newgarden in the final stint and finishing second.


Josef Newgarden celebrates after winning the NTT IndyCar Series' Iowa 300. CHARLIE NEIBERGALL/AP

All in all, it was a thrilling race, and one fans who stayed up to watch on TV or stayed at the speedway to watch in person deserved to see.

Did it make a significant difference that it was truly a night race? I bet the fans – not sweating through their clothes in the stands – thought so. I know Newgarden and Zach Veach did.

As we've learned through the first two years of the universal aero kit, the hotter the temperatures, the tougher it is for drivers to hang on to these cars. With track temperatures down, Veach said, they were able to put on a show with nearly 600 on-track passes.

"I think it would have been a much worse race if it was in the day like it was supposed to be," said the young Andretti Autosport driver, who picked up his best finish of the season (seventh). "With the conditions that we had, we gained about 200 pounds of downforce. And honestly, I think it was just right.

"It was still just low enough that we were sliding around and we're struggling and we can't run in a pack at all. But it's good enough that you can feel confident to try and charge and pass people. I felt like we had a good balance, so I'm thankful for Mother Nature for pushing things back."

For Newgarden, it wasn't so much about the quality of racing as it was about the majesty. There's simply something special about Indy cars racing at night, he said.

"I think night is better just because it's always more exhilarating," Newgarden said. "The more races we can have under the lights with IndyCar would be better. They look better. It's obviously cooler in the summertime, easier on the fans, easier on us. I think it's just a lot more fun. It really brings the atmosphere out and makes it exciting."

I'd wager few fans disagree. Hopefully, that means in the coming years we can expect more of what we saw late Saturday night and early Sunday morning. Hopefully it won't be left to Mother Nature to make it so.

You'd have to believe that IndyCar, NBC and the speedway want to put the best possible product in front of their fans. At Iowa that means night racing. True night racing.

We saw its splendor Saturday night. Here's hoping we see it again next year.

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CONTACT: Yvonne Macon, MRO Commodity Manager, 530-752-5684 or yvonne.macon@ucop.edu 4307332

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I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

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Published On:

July 21, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 31st day of July in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
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Contact : Anita Enos |Email : anita.enos@ucop.edu |Start : 7/17/2019 Pacific Standard Time |End : 8/7/2019 Pacific Standard Time

001311-Jun2019 - MMBJR

Contact : Bobby Richardson |Email : brichardson@finance.ucla.edu |Start : 7/25/2019 Pacific Standard Time |End : 8/8/2019 Pacific Standard Time

UCSF Health Chargemaster Management Solution

Contact : Sandy Macasieb |Email : Sandy.Macasieb@ucsf.edu |Start : 7/15/2019 Pacific Standard Time |End : 8/9/2019 Pacific Standard Time

UC Davis High Voltage Electrical Equipment #001277

Contact : MICHELLE VALINE |Email : mvaline@ucdavis.edu |Start : 7/3/2019 Pacific Standard Time |End : 8/9/2019 Pacific Standard Time

UCD-001319-KG: Brand Strategy & Comprehensive Fundraising Campaign Services

Contact : Kay Gallinger |Email : kgallinger@ucdavis.edu |Start : 6/24/2019 Pacific Standard Time |End : 8/9/2019 Pacific Standard Time

001389-Jul2019

Contact : Matt Burke |Email : matthew.burke@ucr.edu |Start : 7/25/2019 Pacific Standard Time |End : 8/9/2019 Pacific Standard Time

001370-Jul2019 RFP UCDH PHARMACY INVENTORY MANAGEMENT SOFTWARE

Contact : Elizabeth De Bartolo |Email : edebartolo@ucdavis.edu |Start : 7/12/2019 Pacific Standard Time |End : 8/12/2019 Pacific Standard Time

University of California Systemwide Flooring RFP

Contact : CHRISTOPHER CAUDLE |Email : cjcaudle@ucdavis.edu |Start : 6/24/2019 Pacific Standard Time |End : 8/13/2019 Pacific Standard Time

001430-Aug2019 Mondavi Center Sound System Upgrade

Contact : MATTHEW THEODORE |Email : mjtheodore@ucdavis.edu |Start : 8/13/2019 Pacific Standard Time |End : 8/21/2019 Pacific Standard Time

RFP - Office Furniture - UC Systemwide - JULY182019

Contact : YVONNE MACON |Email : yjmacon@ucdavis.edu |Start : 7/18/2019 Pacific Standard Time |End : 8/21/2019 Pacific Standard Time

- Office Furniture and Related Services
- Selected Employee Benefits
- Pre-Employment Background Screening, Related Products and Services
- Systemwide Flooring
- Software Solutions and Services
- Furniture, Installation and Related Products and Services

Post Web Conference - Consolidated Questions for Proposers

These questions have been consolidated and answer for your convenience. Please note these answers are subject to revision/correction or clarification, if deemed necessary by the UC.

1. Please clarify if you do want the installation rates to be Prevailing Wage or not. There are various locations in the bid on both the National portion and the UC portion that ask for both rates or for the vendor to choose. Answer: A general answer would be, the rates requested are standard rates, unless prevailing wage is required for a portion of the installation (e.g. a portion of the Sample Project Pricing). In the case of the Sample Project, you are provided a specific location and situation for the purpose of developing your quote and providing invoicing which details labor/services with hours and rates charged. Within Tabs 1 &2 of Attachment 2, you are asked to provide the Standard Dealer Labor Rate and the portion which is a markup)
2. What are your expectations of design and installation fees when purchasing through eCommerce site? Answer: Please refer to Question 51.
3. The RFP includes the Five UC Medical Centers. How will this new contract impact the use of Vizient? Is it the UC's intention that medical centers will purchase under this new contract? If both contracts will be available, can you explain how this will work? Answer: The current contract is available to all UC locations. The new contracts will mirror that. There is no mandated use.
4. Are we able to provide attachments to questions where the attachment link does not exist? Answer: As a general answer (w/o specific question #s), we have allowed attachments on many questions, although we desire to receive the least amount of supplemental material (succinct narrative answers should be provided). For some questions, we have allowed for that option, as attachments are not desired. If you feel there is an error, please contact me with specific question noted. If you feel an attachment must be added, you may reference it and add to suppler attachments.
5. Discount tier…says first tier is $100-350K, second tier is +$350K. Should that first tier read $0-350K? Answer: Your Drop ship Pricing is considered to be your first tier discount Rate. We consider orders of 100k or greater to be higher volume purchases.
6. On p. 15, fourth bullet from the top on the RFP Event document, it states the UC would like "A 'program' for regularly monitoring and comparing UC pricing with pricing available from competitors in the Univ of CA market (UC Specific.)" What specifically are you asking a proposer to provide to the UC System? Answer: An example of relevant information would be a comparative report (competitive suppliers increases for that year), done after your company has implemented a price increase. A second would include increases in product available to the UC (meets requirements).
7. On page 15 of the RFP Events & Processes doc, can you please clarify with more specifics what is meant by "catalog development with price discount list noting period of time needed to identify the lines that align UC requirements on the pricing discount list", Are you wanting a custom catalog of products that meet UC requirements showing sample list and net prices for users? Is this catalog to be virtual, printed, or both? Answer: In terms of implementation, this should be a virtual catalog (ready by October 2020) for UC approved product, along with a 'printable' discount list (basically your completed Tab 1& 2 of Attachment 2). The discount list for a national program, would detail all available product lines. For the UC, a product line would be eliminated if the full line does not qualify; otherwise it too, would be listed for purposes of showing the appropriate discount.
8. OMNIA Exhibit A, P.5 | 2.3 Sales Commitment: Please confirm that a Company making good faith efforts to market this Master Agreement will cover the sales commitment requirement in this section. Answer: Yes
9. OMNIA Exhibit A, P.8 | 3.3 Marketing and Sales M: Please confirm that we are not required to commit to a "Guaranteed Contract Sales" and that admin fees will be based on contract sales in this instance. Answer: Correct, you are not committed.
10. OMNIA Exhibit B, P.3 | National Promotion 10: As a National Furniture Supplier, it is not our standard practice to distribute copies of our contracts. Please confirm that maintaining all relevant contract information on our dedicated website such as authorized dealers, pricing, products available, etc. will suffice in lieu of distributing a copy of the actual contract. Answer: This will be consider a public contract when a supplier responds with a proposal. Authorized Dealers Pricing and products available, do not have to be posted to the OMNIA Partner's site, but will be available to agencies requesting information.

11. OMNIA Exhibit B, P.3 | Administrative Fee, Reporting, & Payment 13: We would kindly ask you to reconsider the deadline for payment within 10 business days of the appropriate month end. With the report itself being due by the 10th day, please consider extending the receipt of payment on this report until the 30th day. Please provide 'Exceptions' to the document with your response.
12. Terms and Conditions of Purchase, P. 9 | Article 19 – Audit Requirements: Please confirm that before an audit occurs, the Company will receive reasonable notice. Please provide 'Exceptions' to the document with your response.
13. Terms and Conditions of Purchase, P. 1 | Article 2 – Term and Termination: Please confirm UC's right to obtain Services from a third party is limited to comparable Services, the UC's right to deduct any and all expenses incurred by the UC in obtaining or performing the comparable Services is limited to reasonable expenses, and the Supplier has an opportunity to cure before any re-procurement occurs.–Please provide 'Exceptions' to the document with your response.
14. Terms and Conditions of Purchase, P. 1 | Article 2 – Term and Termination C.: Please confirm full compensation as outlined includes work in progress and the Supplier has a reasonable opportunity to cure prior to termination notice. Please provide 'Exceptions' to the document with your response.
15. Terms and Conditions of Purchase, P. 1 | Article 2 – Term and Termination D: We kindly request that you provide at least (10) business days to the Supplier to cure any failure of performance. Please provide 'Exceptions' to the document with your response.
16. RFP P.14 | V. Termination of Agreement: Please confirm that such termination for convenience rights are given to either party, or not just UC. Answer: A Proposer is afforded termination based on cause. Please provide your request as an 'Exception' to the document with your response.
17. RFP P.4 | Article 8 – Indemnity - Please confirm indemnification is limited to the Supplier's negligent actions. Please provide 'Exceptions' to the document with your response.
18. Terms & Conditions P.8 | Article 17 – Additional Terms Applicable to the Furnishing of Goods A. Price Decreases –Please confirm a price decrease only applies to the extent that the manufacturer's nationally publicized list price decreases. Answer: In terms of the pricing model for this RFP, that would be correct except in the cases of surcharges applied for tariffs, as discussed in the RFP. A supplier should note however, it is the UC's expectation that decreases in cost to a supplier, will translate to a decrease in cost for the UC/end users. Suppliers are encouraged to discuss (in the questionnaire) their processes that ensure best pricing/best value throughout a contract.
19. RFP P.18 | Surcharges and/or Tariffs: Please confirm price adjustments resulting from tariffs that result in a new price list to incorporate the tariff impact will be accepted outside of the standard annual increase window. Answer: Substantiated tariff surcharges are accepted outside standard Pricelist increases. Tariffs, incorporated as a product price increase, are not easily removed and not desirable.
20. Special Products: In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list pricer. Please clarify if we can offer this 'specials' program upon contract award. Answer: Yes
21. Non-Contract Items: Please confirm that non-contract items can be placed on the same purchase order as contract items as long as they are clearly defined as not on contract. Answer: Clarification is needed in order to answer this question.
22. Subcontractors: Please confirm that subcontractors can be added to the contract at any time without approval from the State. Answer: This is not a State Contract. Suppliers are however, required to list their dealers for approval, as part of this process. Any changes to that list for UC service, would need to be vetted.
23. RFP P.2 | B. Contract Term: Please confirm that any renewal options exercised will be based on mutual written agreement between both parties. Answer: Correct
24. RFP P.11 |O. Pricing and Incentives #4: Please confirm if the 2% rebate is based on product only to UC locations or products and services. Answer: Correct

25. RFP P.11 |O. Pricing and Incentives #4: Please confirm at time of award, it will be decided which campuses will accept the admin fee and which ones will opt out. Answer: Any campus wishing to apply the 2% UC specific rebate to apply to purchases, will be named.
26. RFP P.17 | 2. Product and Pricing – Parts Sales: Please confirm if Manufacturer offers lifetime warranty, minimizing the need to order non-warranty repair parts, it is acceptable for such parts to be prices on a case-by-case basis by Manufacturer's representative? Answer: A supplier should establish a discount off list for repair parts (Attachment 2 – Tabs 1& 2). A request for an 'Exception' can then be requested.
27. RFP P.20 | 5. Services – Response Times: Please confirm Supplier's standard restocking fees apply when returns are at no fault of Manufacturer. Answer: Correct
28. Please confirm that if furniture dimensions are directionally accurate, they will be considered acceptable. Clarification is needed, before answering this question.
29. Page 17 – 2. Product and Pricing | New and Discontinued Products: Please confirm that new model numbers introduced under an existing product series and awarded category can be added to the contract at any time without approval. Answer: Yes, for a national program. For UC accounts, items may be added if they meet minimum requirements.
30. RFP P.28 | Minimum Required Criteria: On page 28, should 1-3 at the bottom of the page be numbered 3-5? If not, could you confirm what requirements are b (1-5)? Answer: Yes and the top item on page 26 should be '6.' This is a formatting error.
31. Attachment 2: Please confirm what is desired by your "quality level." As a Manufacturer of contract grade office furniture, we consider all of our products to be of high quality. Please confirm this description is used to describe materiality and available features and benefits. Answer: Items descriptions on Tab 3, include an example of the quality level of the item being currently used. It is a brand and product line. This is done so you might rate your item relative to that being used.
32. Attachment 2: Please confirm that a minimum delivery requirement can be enforced for installations in remote areas. Answer: A minimum delivery requirement is not acceptable for the UC accounts, although an added fee (dealer only) may apply for remote satellite locations as discussed in question 51. A minimum delivery requirement may be negotiated for national program. A supplier should list this requirement on an exceptions document.
33. Attachment 2: Please confirm if a percentage or an hourly rate is preferred? If so, can you mix the usage considering circumstances such as prevailing wage, union labor, delivery restrictions in major metropolitan markets? Answer: Product category discounts (Tabs 1 & 2) are listed as percentages. Labor is requested as NTE hourly rates. Please note Dealer Standard Labor Rate and the portion which is 'markup' (amount over actual amount paid to the laborer).
34. Attachment 2. Why are there two tabs for pricing? One for National and one for UC --- shouldn't the discounting be the same on both? Answer: A supplier may quote the same for both sets of business, however a separation is provided to suppliers when considering the scope. UC specifications and required service levels, along with a regionally consolidated purchasing base, makes the UC different from a national program.
35. Attachment 2 - Please confirm inside delivery is off-loading from the truck by the driver over the threshold of the dock door/entryway. Answer: As it pertains to a national program, it is defined in Tab 1 of Attachment 2 and is presumably limited to a 'drop area' in close proximity to the truck and dock. This might be slightly further than 'over the threshold' but in close proximity to it.
36. Attachment 2 - Please confirm inside delivery on is not being requested by UC. This is included on the UC tab but not the National tab. Answer: Correct, your definitions are provided on those Tabs, with full service requirements described on Exhibits 2 & 3 of the RFP.
37. Attachment 2: In what instances would installation be quoted at an hourly rate rather than using the established delivered/installed basic or expanded discounts? Would it be more simplified to remove the required delivered/installed discounts and then offer an hourly rate for basic or expanded services? Answer: An example would be a campus that is having product drop shipped to location but desires a limited amount of design work and/or limited hours of installation. Another would be a purchase with basic installation but a need for 2 hours of design or drawings. Certain locations have different needs and preferences.

38. RFP P.9 | Proposal Evaluation and Agreement Award #2 Please confirm how these 5 points will be weighted and awarded. Answer: Weights for the categories listed on that page in order of importance, are: 30%, 23%, 17%, 16%, 14% (respectively).
39. Exhibit 6 – UC Reporting Requirements: We would kindly ask you to reconsider the deadline for reporting within 15 business days of the quarter end to 30 business days. Answer: A Supplier should note items of this nature, list them as 'Exceptions" and uploaded with their proposal.
40. Exhibit 6 – UC Reporting Requirements: With sustainability requirements being provided at the time of bid for all products proposed, can the requirements of weight thru textile certification name and achievement level be removed and provided as requested? This information is all manual and would require extensive efforts to pull together each quarter. Answer: The UC intends to work with awarded suppliers and adjust requirements as needed during negotiations, provided the UC goal can still be met; a purchasing program for qualified furniture and the generation of an annual report containing accurate data as to our Green Spend and Green Preferred requirements. If a supplier can demonstrate all products offered to the UC, meet our minimum or preferred requirements and can block all product that does not, this may suffice to meet the requested reporting. Having said this, a supplier should note the UC currently deems it a reasonable requirement, to request that product certifications (names/types) be tracked. GUIDANCE: Suppliers should note any limitations/lack of capabilities to provide information for all fields requested. These should be listed as 'Exceptions" and uploaded with their proposal.
41. Exhibit 6 – UC Reporting Requirements - Please confirm if the Customer Number is a UC member number or OMNIA number? Answer: This is for UC, therefore a UC number.
42. Our company is actively working toward phasing out expanded polystyrene foam and other materials that are difficult to recycle, but will not meet this by 2020. Please confirm that taking back the product packaging, including any foam materials, will that meet the ban on EPS foam that the University of California has enacted? Answer: A takeback program, in and of itself, will not satisfy the EPS ban. It is, however, pertinent information to assist in supporting an exemption request.
43. Within the UC RFP on pages 27 and 28, there is conflicting guidance surrounding PVC (Poly Vinyl Chloride). The UC Sustainable Procurement Guidelines references the Kaiser Permanente Chemicals of Concern criteria, which does not allow any PVC, while the section on Furniture Sustainability Standard, referencing the BIFMA e3-2019 7.4.4 criteria and part b's chemical class avoidance, and allows for up to 1% PVC by weight. Please confirm that up to 1% PVC composition by weight is acceptable. Answer: 1% PVC compositions by weight is acceptable. Please refer to Question 55.
44. Specials - In order to meet the unique needs of an end user, we can customize many of our products. These customized products are referred to as "specials." These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Answer: yes
45. DUPLICATION – Line reserved
46. Is it mandatory that all awardees join EcoVadis? We currently belong to a similar organization that does essentially what EcoVadis does. Also it's my understanding that EcoVadis also reviews hiring practices, employee work environments, etc…. The United State Department of Labor already has requirements that every US Company must comply with so this particular service seems un-necessary. Answer: At this time, it remains a requirement. A supplier may however, demonstrate the 'equality' of their service during the negotiation of any contract. It would then be reviewed by our Sustainability Committee.
47. Section 2 - Specifications or Requirements, under Subsection "eCommerce, Invoicing, and Settlement": Are we able to host the UC online catalog on our website instead of hosting it on the UC eCommerce System? Answer: A punch-out catalog would be hosted on the supplier's website, but would be integrated with the UC eCommerce system where the purchasing will actually happen. We do not want end-users shopping and purchasing directly on a supplier's website.
48. Are manufacturers able to offer their own tiers for pricing? Answer: We request you utilize the Tiers provided. Alterations may be permitted during negotiations, if added value can be demonstrated.
49. Section K - Proposal Evaluation and Agreement Award, Clause 7: This RFP clause states that "The UC reserves the right to negotiate the modification of proposed pricings and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Does this clause suggest that a single furniture Award may be made to a single manufacturer, in contrast to the stated intent of Page 1

of the "RFP EVENT AND PROCESS SUMMARY" to "award approximately three (3) "Broad Line" Manufacturers? If so, is it possible that in the case of a single UC award that multiple "National" awards may still be issued? Answer: It is the intent of the UC to make multiple awards, as stated, although the UC does reserve certain protective rights (e.g. 'to make no award') within solicitations (see 1.K.6).

50. Section P - No Mandatory Use: This RFP clause states that "any procurement that is part of a construction "project" (as that term is defined in California Public Contract Code section 10500) CANNOT be made under any contract resulting from this RFP". A review of Cal PCC 10500 notes that "a "project" includes the erection, construction, alteration, repair, or improvement of any University of California structure, building, road, or other improvement that will exceed in cost, including labor and materials, a total of fifty thousand dollars ($50,000). Does this clause indicate that if there is a furniture procurement associated with a UC building project of >$50K, as described, the furniture purchase would be required to be separately bid? Answer: No, this dollar threshold, by itself, does not dictate the method of purchase. These contracts can and will, be used for large purchases. To the extent possible, they are awarded to prevent the need for all large volume orders to be separately bid.

51. Appendix - ecommerce (p.2) states "All Supplier-provided pricing in any Catalogs, whether Hosted or Punch-Out, will be inclusive of all shipping, handling, fees and charges of any sort, except applicable taxes." Can you clarify what is inclusive in handling, fees and charges? (For example, does handling include installation?) Final price is dependent on many variables such as, service level, tier, building access, time of installation, etc. Answer: Our ecommerce sites are built for product viewing/product purchases, which in this case, are displayed at the 'Drop Ship' Discount Pricing'. All Design, Installation, or other service charges are requested separately by quote which typically includes the requested product (in detail). Currently, these final quotes are then made available to the customer through our 'Quote Retrieval' functionality which is a requirement of this RFP (within 18 months of contracts start date). Quotes are 'retrieved' from the supplier's punch-out site, to auto-populate a UC purchase order. Any quotation would include detail for products (list price & discounted price), separate lines for services, installation (identify standard labor separate from prevailing wage) if applicable), and taxes. Labor detail will note hours billed and labor rate for services. Note: The labor differential (Dealer Labor Rate vs. actual labor rate paid to employee), should be available to customer at any time). In the case of furniture, an example of an added handling fee might be a charge applied for a dealer delivery to a remote UC satellite location that is out of the contracted delivery radius of the Dealer's warehouse (minimum of 50 miles).

52. What will be your centralized eCommerce platform and when is that likely to take place? Answer: There is not currently a plan for a centralized eCommerce platform across all of the UC campuses. There is a shared platform (uBuy) that hosts UC Davis' and UC Merced's eProcurement systems. Some, but not all, of the campuses plan to migrate to this uBuy platform in the future. In terms of platform vendors, the UC Campuses currently use Jaggaer and Perfect Commerce, with some campuses looking at moving to Oracle Fusion.

53. RFP event and process summary states "If a Proposer has Partner Lines of product which they are able to offer within their catalog and under the same terms and conditions (including price controls/price changes, dealers used/services, inclusion in proposer's eCommerce catalog, and management by the "Supplier"), a Proposer may include those offerings within Attachment #2, on the Discount Service Pricing Tabs (1&2). Partner Lines must be identified as such and may not be used to populate the Product Cost Matrix (Tab 3) or for the Sample Project Quote unless approval is granted by the Contract Administrator at least one week prior to submission." Can you define what qualifies as a partner line (are subsidiaries considered a partner line)? Answer: Partner lines frequently, are not subsidiaries. They are separate companies, not owned by the proposer, but with whom the manufacturer has agreements to market product which is not manufactured by them. In order to include Partner lines on Tabs 1 & 2 of Attachment 2, the Partner lines must meet the stated criteria (Scope of work - Goods). Subsidiaries, over which the Proposer (individual manufacturer) has control, do qualify and may qualify for actual population of the Product Cost Matrix, if meeting the criteria in Scope of Work). As a reminder, a Proposer is an individual manufacturer.

54. Please confirm, that as it relates to Partner Brands, brands are considered one if they fall under the same President. Answer: Noting companies may be structured differently, please refer to question 53.

55. If awarded a contract, is the requirement to meet the 2 criteria mentioned in the Sustainable Procurement Guidelines or Kaiser Permanente's EPP? On page 11 of the Sustainable Procurement Guidelines

(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf) the required Indoor Furniture requirements are GREENGUARD Gold or SCS Indoor Advantage Gold and Free of the 6 classes of chemicals of concern. On page 26 of the RFP EVENT AND PROCESS SUMMARY it mentions Kaiser Permanente's Chemicals of Concern Criteria (Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (http://supplier.kp.org/formsreqs/KPEPPStandards.pdf)). Answer: In the event of a conflict in requirements between the Kaiser Permanente's Chemicals of Concern Criteria and the criteria on pg. 11 of the Sustainable Procurement Guidelines (https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf), suppliers should meet the Minimum Required Criteria listed in the RFP on the bottom of pg. 27. That is, all furniture must either be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version) or be free of the 5 classes of chemicals of concern described on pg. 28 of RFP.

56. If awarded a contract, is the expectation to obtain the most basic level of certification through EcoVadis or is there a different level we will be required to commit to? Answer: Basic is acceptable.

57. This question references "Free Training" requirements of the RFP - what type of "training" does this reference? Buyer training? End user furniture use and adjustment training? Can you be more specific on this question? Answer: within the 'Services Section", you are required to provide training to UC employees (who will utilize Supplier's software, ordering system, etc.) In addition, you are requested to detail other training offered within specific questions (training on furniture function/adjustments, etc.) and the ability to list 'Free of Charge' services.

58. Questionnaire Section; Company Profile/General Capabilities; Question 19 (eCommerce #7 - Configurable Items: Please provide additional clarification on the following sentence: "Please describe how this is passed back to the eCommerce system and is it customizable for the customer's needs (change wording). What do you mean by "change wording"? Answer: Please disregard. It was an internal note.

59. Are we allowed to partner with another manufacturer to provide a complete solution to all 5 categories? If we are able to, what are the requirements for each manufacturer (Documentation, Information, Etc.)? Answer: No, it would not qualify as a broad line manufacturer. The intent of the RFP is to contract with Manufacturers /Proposers that have full lines (5 main categories). Note, the UC has allowed for some gaps in these categories by requiring only 75% of product listed, be quoted on categories 2-5 of the Product Cost Matrix (Attachment 2). Please note, if a supplier has a gap of a single 'Item type' beyond the requirement, it is possible an exception could be granted. It is not, however, the intent of the UC to accept partnering proposals, in order to meet the basic line requirements.

PRODUCT OR DESIGN SPECIFIC QUESTIONS

1. Please answer these product specific questions:

- Credenza 36W
  Should credenza have only hinged doors or a combination of doors and open shelf? Hinged doors only with adjustable shelf inside.
- Credenza 72W
  What combination of storage types are needed for this credenza? Please confirm dimensions of each. Hinged doors with shelves (adjustable or fixed) and optional drawers.
- Wood Casegoods (private office)
  Would it be possible to provide a 3D image or line drawing of this configuration? Four 18" wide hinged doors with adjustable shelving inside.
- Other Storage
  Please provide an example of the storage combination for the 42H Tower. Hinged doors and inside shelving.
- Conference Table, 144W

Please confirm the power and technology needs for this table, outlets and type of connections needed. 120V power outlet with options for HDMI & UCB Port, and data. Note, the UC typically provides power to the table.

2. Veneer - Due to the enhancement of aesthetic in laminate furniture, and the decreased demand for wood veneer furniture, please confirm that the university will allow laminate as an alternative to veneer, which will be of better durability and value. Answer: The majority of furniture ordered will have laminate surfaces, however, there is still a need for wood veneer items. Therefore, laminate is not an acceptable alternative for all furniture items to be ordered.
3. MDF - What is the university's intent in requesting MDF as the specific core material for laminate and veneer product? Our laminate product meets and exceeds ANSI/BIFMA industry performance standards, carries a lifetime warranty, and has not been subject to excessive issues as it relates to quality and durability. We would like to request that the industry standard of particleboard core on laminate products be considered reasonable and of equal durability. Does the laminate core need to be made of MDF or will like materials with similar testing integrity, etc. be acceptable? Answer: Our general experience and knowledge does not lead us to believe it is an acceptable alternative to MDF, however, if you wish to submit a proposal noting wherever it is used (substituted), along with a report from an independent testing lab that clearly demonstrates equality (per above) in an in-depth comparison, we are willing to consider the material and evaluate the proposed products.
4. Your Conference Table: 42"x96" Hexagon Conference Table, Standard Height; Base-T, Steel Base, MDF/Laminate Surface; Powder-Coat Paint, HPL Laminate. (Example of current UC item is Universal Tables)
    1. Please confirm we can use a special top to accommodate this shape. Answer: Yes, as long as the table top becomes part of the standard line, is available with the same lead time as a standard table top and is priced in line with similar sizes in the standard table top line.
5. Your Conference Table: 144X60, Rectangle; 2 Laminate Bases; Steel Base, MDF/Laminate Surface; Powder-Coat Paint, HPL Laminate; support for power & technology. (Example of current UC item is E-Table)
    1. Please confirm that a variance of +/- 6" on the depth of the top will be acceptable. A width of 54 inches instead of 60 inches may be acceptable in some instances, however a width of 66 inches will probably be too wide in almost all instances
    2. Please clarify what is meant when requesting "2 laminate bases; steel base". Two steel frame bases with laminate finish surface.
6. Your Training Table: 24x48; Rectangle; Fixed Top, Fixed Height; L base, Steel Base, MDF/Laminate Surface; Powder-Coat Paint, HPL Laminate, Casters. (Example of current UC item is Akira Tables)
    1. Please confirm that a T base is also acceptable. Answer: Yes, a T-Base is acceptable.
7. Your Occasional Table: 21x42x15; Wood, MDF/Veneer Surface; Medium Gloss, Water-Based UV finish. (Example of current UC item is Tava) Yes, these are the correct dimensions.
    1. Please confirm that the dimensions are 21" D x 42" W x 15" H.
    2. Please confirm that dimensions of the following variance are also acceptable:
        1. +/- 6" wide Yes
        2. +/- 1" deep Yes
        3. +/- 1" high Yes
8. Your Occasional Table: 18Dx14Wx26H; MDF/HPL Laminate; HPL Laminate. (Example of current UC item is Campfire Personal Table
    1. Please confirm that an 18" round table is also acceptable.) An 18" round table is acceptable in 'addition to', but not as an alternate to the specified table.
9. Your Standard Benching Product: Assembly of a 6-person, dual-sided benching system. Qty 1: 30"D X 72"W dual-sided base; Qty 2: 30"D X 72"W dual-sided extension; Qty 1: 24"D X 60"W end counter; Qty 3: 19"H X 72"W centered screen; Screen Aligners; Power and Data Access Door, Lower Tray. (Example of current UC item is FrameOne)
    1. Please confirm that screen variations of +/- 1" H are also acceptable. Yes, screen variations of +/- 1" high is acceptable.

2. Please confirm that the use of multiple screens to achieve a length of 72” W is also acceptable. Two 36” wide screens are acceptable as an alternate to one 72” wide screen.

10. Your Electric Height Adjustable Desk: 29Dx70W Rectangle, BIFMA Height Range; Steel Base, MDF/Laminate Surface; Powder-Coat Paint, HPL Laminate Finishes. (Example of current UC item is Ology)
1. Please confirm that worksurface depth variance of +/- 1” is also acceptable. A worksurface variance of +/- 1” in depth is acceptable

11. Your Electric Height Adjustable Desk: 58x23x58x23, Worksurface 90-degree, L-Shape, BIFMA Range; Steel Base, MDF/Laminate Surface; Powder-Coat Paint, HPL Laminate Finishes. (Example of current UC item is Series 5)
1. Please confirm this can be achieved by using two worksurfaces joined together. Two worksurfaces may not be used as an alternative. Note, this worksurface is actual a corner rather than L-shape surface (58” wide on each side, 23 “ deep on each side)

12. Your Credenza: 18Dx36Wx28.5H; Leg base, Hinged Door, MDF Core w/ Wood Veneer surfaces; Medium Gloss, Water-Based UV finish. (Example of current UC item is Elective Elements)
1. Please confirm that a credenza with the following variance in dimensions is also acceptable:
    1. +/- 6” deep The credenza may be 6” deeper but not 6” shallower.
    2. +/- 1” high This is acceptable if coordinating pieces are available in the same height.

13. Your Credenza: 24Dx72Wx28.5H; Double storage, MDF w/ HPL Laminate Surface; HPL Laminate. (Example of UC current item is Currency)
1. Please confirm that a credenza with the following variance in dimensions is also acceptable:
    1. +/- 1” high Acceptable

14. Your Wood Casegoods (private office): Propose your top seller/most popular private office application that closely matches to UC item "Elective Elements", Leg Base with Wall Mount Overhead and Desk Return. Include the following furniture items in your proposed pricing, and propose best discount off list for this "private office" package. Description below includes all wood surfaces with square edge and inset pulls. Choice of wood, laminate, finish, etc. reflect most popular.

Leg Base: 24"D x 72"W x 27 1/2"H
Credenza: 27 1/2"H , 36"W Box/File, 36" Open with Technology Trough
Gate Leg: 30"W
Blade Accessory Shelf
Leg Base Tower with Wardrobe Left
24"D x 72"W Straight Technology Worksurface
Single High Overhead - Hinged Doors
Comparison Reference from UC current catalog – See pages 16 in Steelcase Wood Casegoods and Tables Specs guide “THOUGHT STARTERS AND APPLICATIONS"

- Please confirm that dimensional variances as described below are also acceptable:
    - Leg Base: +/- 1” high Acceptable as long as desk meets ADA Guidelines for minimum clearances under the finished desk
    - Credenza: +/- 1” high This is acceptable if coordinating pieces are available in the same height.

15. Your Bookcase: 15Dx42Wx65.5H; Steel Cabinet, 4 adjustable Steel Shelves; Powder-Coat Paint. (Example of current UC item is Universal Bookcases)
1. Please confirm that a bookcase with the following variance in dimensions is also acceptable;
    1. +/- 3” deep An 18” deep bookcase is acceptable, a 12” deep bookcase is not acceptable
    2. +/- 6” wide A variety of bookcase sizes will be used ranging from 30” wide to 60” wide, however 42” wide is one of the most popular sizes so this size must be included.
    3. +/- 1.5” high Acceptable

16. Your Bookcase: 15Dx36Wx48H; Stacking, Open, MDF Core w/ Wood Veneer surfaces; Medium Gloss, Water-Based UV finish. (Example of current UC item is Elective Elements)
1. Please clarify what type of shelving, if any, is required when referencing “stacking, open”. Answer: this bookcase has open shelves which are adjustable.

17. Your Storage Pedestal-Fixed: 24Dx15Wx27H; Steel Cabinet, Steel Full Extension Drawers; 2 box/1 file; Powder-Coat Paint. (Example of current UC item is Universal Storage Pedestal)
    1. Please confirm that a pedestal with the following dimensional variance is also acceptable:
        1. +/- 1” high Acceptable as long as the pedestal fits under a worksurface that meets ADA Guidelines for minimum and maximum heights for work surfaces.

18. Your Storage Lateral File: 18Dx42Wx40H - 3 Drawer, Flush Front; Steel Cabinet, Steel Full Extension Drawers; Powder-Coat Paint. (Example of current UC item is Universal Storage Lateral file)
    1. Please confirm that a lateral with the following dimensional variance is also acceptable:
        1. +/- 7/8” high Acceptable

19. Your Storage Lateral File: 22Dx36Wx27 - 2 Drawer, under worksurface; Steel Cabinet, Steel Full Extension Drawers; Powder-Coat Paint. (Example of current UC item is TS Series Storage Lateral file)
    1. Please confirm that a lateral with the following dimensional variance is also acceptable:
        1. +/- 2” deep Acceptable
        2. +/- 1” high Acceptable as long as the lateral file fits under a worksurface that meets ADA Guidelines for minimum and maximum heights for work surfaces.

20. Your Storage Pedestal: 22Dx15Wx27H; Box/box/file, under worksurface; Steel Cabinet, Steel Full Extension Drawers; Powder-Coat Paint. (Example of current UC item is TS Series Storage Pedestal)
    1. Please confirm that a pedestal with the following dimensional variance is also acceptable:
        1. +/- 7/8” deep Acceptable
        2. +/- 1” high Acceptable as long as the pedestal fits under a worksurface that meets ADA Guidelines for minimum and maximum heights for work surfaces.

21. Your Other Storage: 24Dx15.5Wx42H; Tower, Hinged Door; MDF w/ HPL Laminate Surface; HPL Laminate finish. (Example of current UC item is Universal Tower Laminate Storage)
    1. Please confirm that a tower with the following dimensional variance is also acceptable:
    2. +/- 6” deep An 18” deep tower is acceptable as long as a standard coat hanger will fit inside the tower, however a 30” deep tower is not acceptable.
    3. +/- 2.5” wide Acceptable
    4. +/- 8” high Acceptable as long as height of tower will be no higher than a standard panel.

22. Your Other Storage: 24Dx24Wx52H; Tower, Open side; 1 adjustable Shelf, 3 drawers; Flush front, Steel Cabinet, Steel Full Extension Drawers; Powder-Coat Paint. (Example of current UC item is Universal Tower Storage)
    1. Please confirm that a tower with the following dimensional variance is also acceptable:
        1. +/- 2” high Acceptable as long as height of tower will be no higher than a standard panel.

23. Your Task Chair: Fully-adjustable, with arms; Steel Base, Upholstered Seat & Back; Powder-Coat Paint on Base, Approved Fabric upholstery. (Example of current UC item is Amia)
    1. Please confirm that a poly base is also acceptable. Powder-coated steel base is required.

24. Your Task Chair: Fully-adjustable, with arms; Adjustable seat depth; Steel Base, Upholstered Seat & Back; Powder-Coat Paint on Base, Approved Fabric upholstery. (Example of current UC item is Leap)
    1. Please confirm that a poly base is also acceptable. Acceptable

25. Your Ottoman: 24" Round, 19"H; Upholstered Ottoman; Approved Fabric Upholstery, Metal/Wood Legs. (Example of current UC item is Alight ottoman)
    1. Please confirm that an ottoman with the following dimensional variance is also acceptable:
        1. +/- 6” diameter Acceptable
        2. +/- 2” high Acceptable

26. Your Conference Chair: Hgt Adj. Chair, Swivel base, Fixed Arms; Steel Base, Upholstered Seat, Poly Back; Powder-Coat Paint on Base, Approved Fabric upholstery. (Example of current UC item is Cobi)
    1. Please confirm that a poly base is also acceptable. Powder-coated steel base is required.

27. Your Conference Chair: Hgt Adj. Chair (pneumatic), Non-upholstered Arms; Glass-reinforced nylon; Glass-reinforced nylon finish. (Example of current UC item is Cachet)
    1. Please confirm that a chair with a polymer shell is also considered acceptable. Acceptable

28. Your Lounge Seating: Half Lounge; Upholstered; Approved Fabric Upholstery, Metal/Wood Legs. (Example of current UC item is Campfire Lounge)

1. Please clarify what is required to be considered a "half lounge". Answer: A half lounge item is typically ½ as wide as a full lounge and may be used in combination with other pieces (e.g. corners) to create custom shapes. The width of our current item is below. Note the full lounge dimension of 66".

Width:	~~66″~~ or 33″
Depth:	32″
Height:	29″
Seat Depth:	22″
Seat Height:	16″

29. Your Work Lounge Seating: Upholstered Work Lounge Chair w/ Fabric Surround; Worksurface; Powder-Coat Paint on Base, Approved Fabric upholstery. (Example of current UC item is Brody)

1. Please confirm if a detached side table would be acceptable in place of the "worksurface". Acceptable

Additional Questions 8-15-19 – Consolidated, answered, and listed below

Q: The information contained in the Phase II Mock Up furniture samples page attachment is cut off in its provided format. Can you provide the full text of the original Mock Up notes?

A: Yes, the information is shown below:

PHASE II finalists will be asked to:

1. Provide a sample of the items bordered in red (one individual 8x8 cubicle and one dual sided (2 person) benching system).These are mandatory and shall be the items quoted for your sample project.

2. Provide an innovative item - UC preference is to see a sample of height adjustable desk in wood shroud for use in the private office setting.

Q: In the RFP we noticed a list of locations that would have the non-mandatory option to utilize this contract including: • Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz • Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco • The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C. • The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices. • UC Hastings College of Law • Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California. • Additional centers and offices as further detailed at: http://www.universityofcalifornia.edu/uc-system/parts-of-uc. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates. The final line (highlighted) calls out “Affiliates”. Please list all current affiliates.

A: The current list contains applicable affiliates

Q: RFP P.11 |O. Pricing and Incentives #4 Is the 2 % rebate calculated on product only? This was asked and answered in the Q&A but it is unclear as to what is correct. (Q&A ref question 24) 24. RFP P.11 |O. Pricing and Incentives #4: Please confirm if the 2% rebate is based on product only to UC locations or products and services. Answer: Correct?

A: The ‘UC Specific Rebate’ of 2% referenced within O.4 Of the RFP Event and Process summary, is applicable to product only.

Q: As part of the UC bid - for the OMNIA Partners Exhibit A 3.0 Supplier Response. Are we also responding to all of the requirements outlined in sections 3.1, 3.2, 3.3? If we are to provide responses to these sections, were will these be loaded on the CalUSource event Page/Questionnaire?

A: OMNIA Partners Exhibits, posted within the Questionnaire section (Exhibits A, F, G) will be downloaded, completed and uploaded within the questionnaire. This should allow for additional attachments, if needed. Where duplication exists (e.g. Breadth of Product for a National program, the supplier is still required to provide an overview narrative and reference to more detail.

001218-May2019
Author: YVONNE MACON
Download Date: 6/2/2020 03:30:12 PM

Request for Proposal
for
001218-May2019

BASIC DETAILS

Event Name
RFP - Office Furniture - UC Systemwide - JULY182019

Description
Solicitation directed to the manufactures of Office Furniture, with the capability/structure to supply product and services to all UCs in one of the following capacities; 1) Broad line supplier (all major categories); 2) Architectural elements; 3) Fixed Seating and Higher Education Furniture. In addition, as it pertains to this solicitation, the UC will serve as a lead agency for OMNIA Partners (GPO), allowing for awards to be extended nationally to other public entities.

Event Type	Event Currency	Event Value
Request for Proposal	USD	

SETTINGS

GENERAL

Public RFx	: True
Sealed event	: True

SUPPLIER RESPONSE EVALUATION

Allow all Team Members to access Supplier responses	: True
Questionnaire response evaluation	: True

SUPPLIER SETTINGS

Suppliers can upload attachments in "Attachments" section of RFx	: True

TIMELINE

Timeline	Start Date & Time	End Date & Time
Response Timeline	7/18/2019 11:00:00 PM	8/21/2019 03:00:00 PM
Pre-Proposal Web Conference	7/25/2019 10:00:00 AM	7/25/2019 11:00:00 AM
Evaluation Timeline	8/22/2019 09:00:00 AM	9/13/2019 09:00:00 PM

GUIDELINES

Guideline Name	Guideline Type	Acknowledgment from Supplier	Created By	Last Modified On
RFP Event and Process Summary	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
UC Terms and Conditions	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Appendix - Electronic Commerce	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Appendix - Data Security and Privacy	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Sustainability Requirement	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM

Sample Agreement - Purchasing	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
Supplier Bid Response Resources	General Guidelines	Not necessary	YVONNE MACON	7/25/2019 04:19:29 PM
OMNIA Partners Exhibits (Requiring Acknowledgement)	Other	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM
OMNIA Partners Exhibits (Requiring Responses)	General Guidelines	Before participating in event	YVONNE MACON	7/25/2019 04:19:29 PM

QUESTIONNAIRES

Questionnaire Name	Evaluation Type	Created By	Last Modified On	Questions
Program Pricing Responses	Technical	YVONNE MACON	7/18/2019 09:40:44 PM	3
Company Profiles/General Capabilities	Technical	YVONNE MACON	7/18/2019 06:16:03 PM	26
Pricing Terms and Product	Technical	YVONNE MACON	7/18/2019 09:46:45 PM	5
Services	Technical	YVONNE MACON	7/18/2019 06:22:39 PM	19

Sustainability	Technical	YVONNE MACON	7/18/2019 06:16:03 PM	14

SUPPLIERS

Name	Primary Contact	Participation Status	Response Completion Status
Haworth	Jackie Fink +1 more	Response Submitted On 8/21/2019 02:43:10 PM	100 %
Herman Miller Inc.	Alice Park	Revised Response Submitted On 8/21/2019 02:37:19 PM	100 %
Office Depot	Jennifer Jimenez	Response Submitted On 8/21/2019 02:30:52 PM	100 %
Steelcase Inc.	Kevin Schmidtbauer +1 more	Response Submitted On 8/21/2019 01:23:38 PM	100 %
Krueger International Inc	Lee Amundson	Response Submitted On 8/21/2019 01:20:09 PM	100 %
Kimball Office Inc.	Tonja Blackgrove +5 more	Response Submitted On 8/21/2019 11:58:43 AM	95.52 %
Teknion LLC	David Skinkis	Response Submitted On 8/21/2019 11:49:44 AM	100 %
Irwin Seating Company	Spence Benedict	Response Submitted On 8/21/2019 11:30:02 AM	100 %

Allsteel Inc.	Cindy Hermann	Response Submitted On 8/21/2019 11:12:32 AM	100 %
Fellowes Inc	Kerry Ferguson	Invitation Declined On 8/21/2019 05:43:40 AM	- %
OFS Brands Inc.	Rory Laurent	Invitation Declined On 8/20/2019 03:25:45 PM	- %
Knoll Inc	David Hill +2 more	Response Submitted On 8/20/2019 02:00:07 PM	100 %
The HON Company LLC	Melissa Lincoln	Response Submitted On 8/20/2019 12:29:02 PM	100 %
BioFit Engineered Products LP	Liz Sworden	Invited On 8/20/2019 07:48:57 AM	- %
Solutions and More	Frank Clemente	Guidelines Accepted On 8/1/2019 03:56:17 PM	- %
Technocon Transportation Group Inc	Kim Lopez	Invited On 8/1/2019 12:15:40 PM	- %
Wesco Distribution	Richard Steel	Invited On 7/29/2019 02:44:26 PM	- %
National Office Furniture, Inc.	Melissa Fuller	Guidelines Accepted On 7/25/2019 07:06:20 AM	- %
Steel case 2	KEVIN SCHMIDTBAUER	Guidelines Accepted On 7/23/2019 08:48:19 PM	1.49 %
Anthro International dba Sitmatic	Mark Woods	Guidelines Accepted On 7/23/2019 01:52:40 PM	- %
Agati Inc	Nathaniel Hawkins	Guidelines Accepted On	- %

		7/23/2019 01:07:45 PM	
Native Kulture Coffee Company, LLC	Caleb Perez	Invited On 7/23/2019 08:14:24 AM	- %
Exemplis LLC	Derek Cairo	Guidelines Accepted On 7/22/2019 02:58:36 PM	- %
Sauder Manufacturing Co.	Rachel Short	Invited On 7/22/2019 04:38:33 AM	- %
NCS Moving Services	Holly Rodrguez	Invited On 7/19/2019 05:07:36 PM	- %
3G Development	Maggie Lopez	Invited On 7/19/2019 03:45:15 PM	- %
Herman Miller, Inc.	Greg Cass	Invited On 7/19/2019 04:21:21 AM	- %
The HON Company	Lisa Belesky	Invited On 7/18/2019 09:48:16 PM	- %
Teknion Llc	Angie Hoffman	Invited On 7/18/2019 09:48:16 PM	- %

TEAM MEMBERS

Name	Supplier Contact	Viewer	Coauthor	Evaluator	Invitation Status

redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	Yes	No	Invited On 7/18/2019 09:48:15 PM

redact	No	Yes	Yes	No	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	Yes	No	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	No	Invited On 7/24/2019 03:18:55 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/24/2019 03:30:51 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM

redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	No	Invited On 7/25/2019 04:20:24 PM
redact	No	Yes	No	Yes	Invited On 7/18/2019 09:48:15 PM
redact	No	Yes	No	No	Invited On 7/24/2019 11:18:11 AM

ATTACHMENTS

Attachments Name	Visible to Suppliers	Added On	Added By	Size
Attachment #1 - Product Categories and Dealer Network.xlsx	True	7/18/2019 06:48:26 PM	YVONNE MACON	23.0 KB
Attachment #2 - Pricing - Product and Services.xlsx	True	7/18/2019 06:58:54 PM	YVONNE MACON	395.0 KB
Attachment #3 - Mock-up Furniture Samples.pdf	True	7/18/2019 07:00:53 PM	YVONNE MACON	74.0 KB

RFP Event and Process Summary - Office Furniture July182019.pdf	True	7/18/2019 09:20:55 PM	YVONNE MACON	298.0 KB

University of California (UC)
Request for Proposal # 001218

RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019

Office Furniture and Related Services

On behalf of the University of California and OMNIA Partners and other government agencies and non-profits

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RFP EVENT AND PROCESS SUMMARY

SECTION 1 – General Information

A. Purpose & Objectives of the Request for Proposal (RFP):

The purpose of this Request for Proposal (the "RFP") is to invite qualified furniture manufacturers to prepare and submit proposals to the University of California ("UC") to provide Office Furniture ("Goods") and related services, either directly or through a subcontracted dealer network; such services to include (but are not limited to) design/consultation, delivery, and installation ("Services") (together, the "Goods and Services) all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. Potential proposers shall note, the UC has partnered with OMNIA Partners, Public Sector to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize. As stated above, this RFP is directed to Manufacturers of Office Furnishings.

The UC system is currently contracted with two manufacturers for the supply of steel and/or wood case furniture (Ergonomic specific contracts, excepted) through October of 2020. The primary contract is delivered through a network of dealers who are integrated with the UC eProcurement platforms for the purchases of Office Furniture and accompanying services. The overall objective of this RFP is to select multiple manufacturers with similar capabilities (detailed herein), to assist the UC, and national participating agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified proposers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a multi-year business alliance with the UC and OMNIA Partners that will maximize the resources of both organizations to most effectively meet the UC's needs and those of national participating agencies'.

UC system-wide annual spend for Office Furniture (Goods and Services) is approximately $55M annually. The bulk of these purchases were placed through a primary system-wide contract (75% including services) with the remainder being placed with other manufacturers, through local contracts/bids or through Office Supply Distribution (including SBE). These purchases do include the 5 main categories of Office Furniture (see below). In addition, in 2017 the UC conducted an Ergonomic Furniture RFP for specific categories of furniture (task seating, tall task stools, adjustable height work surfaces, monitors & keyboards) to meet more stringent UC needs and to provide choice of product for Ergonomist recommended furniture.

Utilizing a two-phased solicitation process (see Section L), it is the intent of UC to award approximately three (3) 'Broad Line' Manufacturers. If advantageous to the UC, it may elect to make 1-2 additional awards in the area of Architectural Elements, and/or Fixed Seating & Higher Education Classroom Furniture. It is the intent of the UC to limit the offerings of those single awards, however any single awardees will be expected to offer their full product line and service to a national program. All proposers shall note restrictions (ordering process requirements) for those two categories (see Section

2.b.). These single awards (if made) will not preclude Broad Line Awardees from offering their product in those categories or other categories, when approved.

Note: There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Proposer shall provide the best pricing for this RFP in Goods and/or Services.

B. Contract Term

The UC anticipates resulting contracts to be 'long term', defined as approximately 9 years for purposes of this RFP. Initial contract term, for resulting Agreements, shall be for a period of four (4) years dating from the contract signature date, and will provide for the possibility of five (5) extension years, exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered/exercised. Contract implementation is expected to be 'phased'; 1) availability of the contracts as a national program, to begin after appropriate training, resources, and marketing materials are developed (approximately spring of 2020); 2) availability of contracts to UC after development of resources, e-procurement integrations and/or process, marketing materials, site presentations culminating in service by November 1, 2020.

C. Scope of Work

Although this section reflects the needs and requirements of the UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Proposer will have the ability to offer their comprehensive Office Furniture Goods and Services nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Proposer substantially based on the terms and conditions of the UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements. For the purposes of this RFP and understanding UC requirements to be more rigorous in some areas of furniture specifications and service, this RFP will clearly divide UC Product and UC Service requirements, from Standard Product Specifications and Standard Service Requirements which would be applicable to national participants.

Qualified Proposers shall provide proposals encompassing both Goods and Services. For the purpose of this RFP, 'Qualified Proposers' are defined in Exhibit 1 of this document, with further definition supplied here. A 'Qualified Proposer' manufacturers and distributes product covering a minimum of (but not limited to) the five (5) main categories of Office Furniture (Systems, Free Standing Furniture, Storage, Seating, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements) and is capable of supplying the required services in a consistent manner, either directly or through a dealer network Additionally, they must demonstrate sufficient 'Breadth of Product' within these categories (as an aggregate) to support a national program and offer an adequate product mix meeting UC requirements. This shall be evidenced in two ways; 1) a manufacturer's completion of Attachment #1, a spreadsheet designed to capture your company's offerings and to identify the percentage of products that will satisfy UC requirements; 2) your completion of all Tabs covering the 5 main categories of Attachment #2 – Pricing – Product and Service (Discount and Service Tabs, Cost Matrix Tab, and Sample Project Quote). Awards shall be made to individual Manufacturers as a single contracting entity, even when represented by its agents, Dealers-Authorized Dealer Services Network, and its other business entities within its supply chain for the purpose of supplying goods and services to UNIVERSITY under a contract. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the customer.

Goods Scope: As stated above, a Proposer must provide qualifying furniture in the 5 main categories of Office Furniture (Systems, Free Standing Furniture, Storage, Seating, and Tables) and will also be afforded the opportunity to include other Office Furniture (categories and related offerings) within the

Attachment #1- Product Categories and Dealer Network and within Attachment #2 – Pricing – Product and Services; all to be uploaded within Questionnaire Section of this RFP. A Proposer's full product line and number of items carried, shall be listed on Attachment 1 and then further delineated as ‘‘Meeting UC Minimum Requirements", "Meeting UC Preferred Requirements", or "Does not Meet UC Minimum Requirements". Breadth of Product will be evaluated utilizing this information. Pricing parameters and instructions for entering that information, is located below in Section O.

Balance of Line/Comprehensive Product Offering is a feature of this solicitation. Each Proposer awarded an item under this solicitation may offer their complete manufactured product and service offering/a balance of line for Office Furniture and Related Service. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Proposer's retail price list. The pricing percentage discount for these categories/lines should be entered within the Discount & Service Pricing Tabs of Attachment #2 – Pricing – Product and Service, as well as within the Product Cost Matrix Tab 3 (if a Proposer's manufactured product). The UC reserves the right to accept or reject any or all balance of line items offered, which may include specifically limiting categories, for the UC only, if appropriate.

If a Proposer has Partner Lines of product which they are able to offer within their catalog and under the same terms and conditions (including price controls/price changes, dealers used/services, inclusion in proposer's eCommerce catalog, and management by the "Supplier"), a Proposer may include those offerings within Attachment #2, on the Discount Service Pricing Tabs (1&2) . Partner Lines must be identified as such and may not be used to populate the Product Cost Matrix (Tab 3) or for the Sample Project Quote unless approval is granted by the Contract Administrator at least one week prior to submission.

Services Scope: The scope of the services component includes, but is not limited to, the ability to provide field services, design and project management, delivery, and installation services (Basic and Complex/Expanded, as defined within) of Office Furniture. Installation labor may involve standard labor (see definitions) or work requiring prevailing wage. These services are frequently coordinated with a single Customer contact, but may require working in conjunction with various personnel (Project Managers, Architects, Facilities, etc.) for completion of a project. Process requirements, applicable to Fixed seating and Demountable Walls, may require Manufacturer or Dealer to acquire (through UC or an OMNIA Partners Participating Agency, if required) additional clearances/approvals from specific Campus Departments (e.g. Fire Marshall/Design & Construction), prior to placing final sales orders for those items. Specific ordering/process requirements to be determined during the contracting phase.

Descriptions of Basic and Complex or Expanded Installation is found in the Exhibits portion of this document. Pricing for Basic and Complex/Expanded Installation Services, as well as Additional Services, shall be placed within Attachment #2 Pricing - Product and Services.

D. Background and Organizational Context:

University of California

Known for academic excellence, the University of California is a large and complex University system devoted to scholarship, research, and public service. The University of California system currently has ten campuses, five medical centers, and three national laboratories with 238,000 students and more than 190,000 faculty and staff. Additional general information can be found at: http://www.universityofcalifornia.edu/.

Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources and education and innovation for the public good. Today,

its ten campuses and five medical centers are nationally recognized living laboratories of sustainability. UC's institutional sustainability commitment began in 2003 through a student initiative that led to the UC Regents to adopt the Presidential Policy on Green Building Design and Clean Energy Standards in 2004. The now named 'Sustainable Practices Policy' (pdf) has been expanded over the years to include climate protection, transportation, recycling and waste management, procurement, food and water. **As part of this RFP, you will be asked to review the policy, with its latest additions** relative to 'Indoor Furniture' and how it relates to your product line offerings. Information can be found in Exhibit 4 of this document or at https://ucop.edu/sustainability/. University of California locations, are as listed below:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- UC Hastings College of Law
- Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- Additional centers and offices as further detailed at: http://www.universityofcalifornia.edu/uc-system/parts-of-uc.

  Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in the National *Requirements Document* (see OMNIA Partners Exhibit A within CalUsource), has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). The *National Requirements Document*s (Exhibits A-H under Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Proposer, OMNIA Partners provides marketing and administrative support for the Proposer that directly promotes the Proposer's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Proposer benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Proposer's need to respond to additional competitive solicitations. As such, the Proposer must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Proposer and respond to the OMNIA Partners documents (The *National Requirements Documents – see Exhibits A-H within Guidelines*).

While no minimum or maximum volume is guaranteed to the Proposer, the University of California estimates spending up to 55M annually for Office Furniture equipment, materials, and related supplies and Office Furniture design/consultation, integration, installation and maintenance services. The estimated annual volume of Office Furniture equipment and services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $200 million, however, no minimum or maximum volume is guaranteed to Proposer under the OMNIA Partners Master Agreement. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Proposer and OMNIA Partners.

E. <u>Joint or Partnering Responses:</u>

Manufacturers (Suppliers) are required to provide services (as detailed within) attendant to the products they offer to the UC. This will require a joint response as it relates to their Dealers; such partnership proposing to participate jointly in performance of proposed work, providing that to be considered a "Qualified Manufacturer/Supplier", any such joint response must conform to all the requirements of this RFP and be submitted by the proposing Manufacturer as the "Primary Supplier" who will assume principal responsibility for this RFP and/or execution of any future contracts awarded as a direct result of this process. Submission of a proposal by a manufacturer, will guarantee that they as the Primary Supplier, will execute and manage the contract and the Dealers submitted, for service, to the UC, have authorized them to represent them in all matters relating to the ensuing contract and will assume all liabilities of any secondary relationship.

The University reserves the right to negotiate directly with dealers for items not carried by the manufacturers. Note: Non-contracted/awarded product lines, purchased from Manufacturer's Dealers, are not excluded from UC bidding requirements and/or authorization processes.

F. <u>Issuing Office and Communications Regarding the RFP:</u>

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Proposers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the University of California Proposer registration and sourcing web system (CalUsource) (as further detailed herein).

Yvonne Macon
MRO Commodity Manager
University of California Office of the President
E-mail: yvonne.macon@ucop.edu
Phone: 530-752-5684

If a Proposer is found to be in violation of this provision, the UC reserves the right to disqualify that Proposer from further consideration.

G. RFP Key Dates and Schedule of Events

Proposers interested in submitting proposals in response to this RFP should do so according to the schedule as reflected in Timelines section in the CalUsource portal. A Proposer may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC. For your convenience, dates are consolidated in a table below:

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the Proposer's responsibility to read the entire document, any addendums and to comply with all requirements listed herein.

Estimated Date(s)	RFP ACTIVITY
2019: July 18th (Thursday)	RFP Issuance
2019: July 25th (Thursday)	Pre-Proposal Web Conference 10:00 -11:00 PDT - (This is Optional for Suppliers)
2019: August 21st (Wednesday)	**Proposers' Responses Due by 3:00 pm PDT**
2019: August 22nd to September 13th	Phase 1 - Evaluation Process and Notification to Advancing Suppliers
2019: October 10th-11th (Thurs. & Fri.)	**Phase 2 - On site Mock-ups and Interviews with Finalists (Location TBD)**
2019: Oct 14th – Dec 17th	Negotiations & Contract Development
2019-2020: January 17, 2020	Contracts signed and loaded into CaluSource

Pre-Proposal Conference July 25, 2019, 10:00-11:00 PDT
Attendance is non-mandatory
Location: NON-MANDATORY SUPPLIER WEB CONFERENCE VIA WEB CONFERECE USING ZOOM APPLICATION.
Web Conference Meeting Link: https://UCOP.zoom.us/j/605135682 Dial In option US: +1 669 900 6833 Meeting ID: 605 135 682
Link and number are available during time of Supplier Conference. If a Proposer is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion

Attendance at this conference is not mandatory. If a Proposer is unable to attend the Pre-Proposal Conference questions may be submitted in writing. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the UC at this conference. The UC will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. Oral statements or instructions will not constitute an addendum/amendment to this

Request for Proposal.

H. Addenda to the RFP

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the UC via the CalUsource portal. Any addenda to this RFP will be distributed to all participating Proposers via the CalUsource portal. The UC will not be responsible for failure of any prospective Proposer to receive such Addenda. All Addenda will become part of the RFP.

I. Instructions for Submitting Proposals

Method of Submission

Proposals, in response to this RFP, must be submitted online using CalUsource no later than the time and due date reflected in the CalUsource portal. No mailed, telephone, emailed, facsimiled, or late proposals will be considered**.**

Responses will take time to enter into the CalUsource portal. It is highly recommended that Proposers go through the Proposer Resources at https://CalUsource.net/Proposer-resources/ for guidance on how to navigate and use CalUsource. Proposer's inability to enter their response into the UC's Proposer Registration and Sourcing System will not be accepted as a reason for a late response.

If you have questions about CalUsource, please contact UC Procurement Services Support at support@ucprocure.zendesk.com. For any technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

Proposal Submission and Structure

Proposers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Price Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Proposers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Proposer's eligibility to participate in future UC business. RFP components, as noted above, are outlined as follows:

1. **Guidelines/Prerequisites Section** (Read and Acknowledge):
   All documents must be read and/or acknowledged (when indicated), as a prerequisite of submitting a proposal.

   - RFP Event and Process Summary (this document including Exhibits 1-6)
   - UC Terms and Conditions of Purchase
   - Appendix ecommerce, Invoice and Settlement
   - Appendix Data Security and Privacy
   - Supplier Sustainability Assessment Requirement (post award)
   - Sample UC Purchase Agreement
   - Supplier Bid Response Quick Reference
   - OMNIA Partners Exhibits (Requiring Acknowledgement)
   - OMNIA Partners Exhibits (Requiring Responses/Uploads)

2. **Questionnaire Section/Graded Criteria** (Respond to each question)

   Questions are categorized for your viewing and responses; such responses to be evaluated and graded. Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy

for the evaluators to find the referenced attachment**. Attachment Naming Convention Example is provided below:**

- XYZ Company Office Furniture RFP_, Questionnaire-Sustainability, #3

Proposer must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.

Program Pricing is also included within the Questionnaire Section of the RFP which contains a Question Category titled "Program Pricing Responses". . A Proposer is instructed to download Attachment #2 – Pricing – Product and Service. Complete Tabs 1-3 (#4 is informational), and upload inside the Questionnaire, where indicated. Sample Project Quote and Sample Project Invoice will also be uploaded there**...** As guidance, Attachment #2 contains the following Tabs:

National Program Pricing – 1 Tab
- Discounts/Services Pricing

UC Program Pricing – 3 Tabs
- Discounts/Services Pricing
- Product Cost Matrix (Market Basket)
- Sample Project – Information for Quote & Invoice requirement

3. **RFP Attachments Section** (Review and/or complete & upload if indicated):
   - **Attachment #1 -** Product Categories and Dealer Network (complete 2 Tabs and upload in Questionnaire)
   - **Attachment #2 -** Pricing – Product and Services (complete 3 Tabs and upload in Questionnaire)
   - **Attachment #3** - Mock-up Furniture Samples Guidance - Phase II Finalists (Informational only)

Collusion among proposers is not allowed. If there is proof of collusion among proposers, all Proposals involved in the collusive action will be rejected.

Proposers must operate within the guidelines of all Federal and State Labor Codes.

Late proposals will not be accepted unless it is the UC's determination that UC technical issues are responsible for the delay or failure.

J. Proposer Questions Concerning this RFP

Each Proposer is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Proposer questions will be made available to all Proposers that submit a notification via the CalUsource portal of their intent to bid.

K. Proposal Evaluation and Agreement Award

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and

total cost, available volume discounts, and other elements of value to the UC). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP. Awards shall be made to individual Manufacturers as a single contracting entity, even when represented by its agents, Dealers-Authorized Dealer Services Network, and its other business entities within its supply chain for the purpose of supplying goods and services to UC under a contract. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the customer.

2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the UC's specifications. For the purposes of this RFP, Supplier responses, will be evaluated using the following criteria, listed in relative order of importance:

    1. Program Pricing/Cost
    2. Company Profile/General Capabilities
    3. Services
    4. Pricing Terms and Product
    5. Sustainability

    Note: Sustainability of product and service is also incorporated within the mandatory requirements of this RFP

3. The UC may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, sandbox testing, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability.

4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does fails to comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.

5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.

6. The UC also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, make no award, award for Goods only, Goods and

Services, or Services only. The UC reserves the right to award any number of local or national contracts at the same time. The UC reserves the right to withdraw this RFP at any time.

7. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as, the contents of the proposal response as accepted by UC and will be in writing. The UC's selection may be made based on the initial proposals (post Phase II) or UC may elect to negotiate with Proposers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Agreements shall be direct contracts with awarded manufacturers (template provided in Guidelines Section), however, during the contract execution phase of this sourcing process, Proposers shall provide signed Participating Dealer Letters (through the Manufacturer, to the UC) for all Manufacturer specified dealers who will be serving the UC locations and accepting the terms, as negotiated by the manufacturer/Primary Contracting Entity.

8. Experiences with the UC and entities, that evaluation committee members represent, may be taken into consideration when evaluating qualifications and experience.

L. Multi-Phased Initiative

This Initiative will consist the following separate phases:

1. **Prerequisites:**
   Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines Section in CalUsource before advancing in the proposal process.

2. **Phase I: Selection of Finalists**
   Submission of Proposals. Finalists will be identified based on the quality and responsiveness of the written proposals.

3. **Phase II: Finalist Mock-ups and Presentations (At UC Discretion)**
   a. Identified finalists, will present mock-up furniture on October 10, 2019 at the UCSD Warehouse/ Central Receiving (off campus location on Trade St.). Mock-ups shall be followed by Finalist interviews on October 11, 2019.
   b. Proposers may be requested to conduct a live presentation regarding the Proposers' ability to provide the Product and Services in a manner consistent with the requirements of this RFP. The UC reserves the right to determine that oral presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the proposer for the costs associated with the interview process.

M. Proposal Preparation Costs

All costs incurred in the preparation and submission of Proposals and related documentation, including proposer's presentations, demonstrations and provision of the Services to UC for independent testing purposes, will be borne by the Proposer.

N. Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

O. Pricing and Incentives

1. Pricing for Goods (all categories) is being requested within Attachment 2 to this RFP (to be completed and uploaded within the RFP Questionnaire Section), however, only pricing for the five (5) main categories is mandated for goods. There are four (4) Tabs for this purpose. In Tabs 1 & 2, Proposers will provide a discount percentage off their published Manufacturer's Suggested Retail Price (MSRP) for each product line offered to the UC and National programs. Tab 3 is the Product Cost Matrix for select product types within each Category. Tab 4 requires a Proposer to quote a Sample Project, providing the quote and sample/ example invoice. This upload is also done in answer to questions within the Questionnaire Section of this RFP. NOTE: If a Proposer has partner lines of product, they may refer to Section C above, for more information**.** which they are able to offer within their catalog and under the same terms and conditions (including price controls/price changes, dealers used/services, inclusion in proposer's eCommerce catalog, and management by the "Supplier"), a Proposer may include those offerings within Attachment #2, Discount Service Pricing Tabs (1&2). A Proposer should note the line of product as a 'Partner Line'. Those offerings should not be used to populate the Product Cost Matrix Form (Tab 3) or within Tab 4 – Sample Project unless approval is granted by the Contract Administrator at least one week prior to submission.

   When completing these Tabs, MSRP shall be defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by, the trade. In addition, the discount percentages off National Discount Price List and UC Discount Price List quoted shall be held firm for all future purchases during the duration of the initial agreement.

2. Pricing/Discount Structures resulting from this RFP process, shall remain firm for the initial period of any agreement awarded pursuant to this RFP. In addition, actual prices quoted at the time of this RFP, as based on discount off current Manufacturer's National List Price, shall be held firm for a minimum of one year from contract execution, meaning prices quoted cannot increase during the first 12 months period of the agreement, regardless of any change to the Manufacturer's National List Price. All prices must be verifiable and auditable from the date of the contract award**.**

3. In addition to any decrease in cost during the Contract term, owing to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

4. Earned Incentives and discounts - In addition to OMNIA Partners administrative fees associated with manufacturer's sales under this contract, the successful proposer(s) shall provide a UC specific rebate of 2% of manufacturer's product sales to UC Locations only; to be paid quarterly, directly to the UCs, for the duration of any contract resulting from this RFP process. This rebate will be used by UC campuses in support of implementation, administration, and management of the successful Proposer(s) program. The amount of quarterly rebate provided to each UC location will be calculated based on the total of product and service billed and paid for each location. Note: Each UC location will have the right to modify proposal pricing for an individual campus, up to 2%, in the event a UC location decides not to implement a rebate program.

Note: Any proposed price increases will require a notification period of 60 days prior to the desired date of change. In addition, price increases for any renewal periods must be supported by documented evidence of supplier cost increases. UC shall benefit from any lower price offered to other universities, hospitals, government agencies or entities where the economic and service requirements are similar. If the Proposer's list price is reduced, UC shall benefit from a corresponding price reduction based on the discount levels offered by Proposers.

P. No Mandatory Use

Proposer is advised that there is no mandatory use policy at the University of California for agreements. As a result, UC does not guarantee any specific amount of business forthcoming from this RFP. As an example, some of the campuses currently have a Small Business Program/DVBE in place for purchasing items, including Furniture, from Small Businesses or DVBE. The UC may continue or expand purchasing these items through its current Small Business Program/DVBE depending on the results of this RFP. A winning Proposer may still see some competition at any given UC location for any given service. In addition to the above, no amounts of purchase, either quantity, particular products, or dollar value, are guaranteed. In addition, the University reserves the right to separately bid any single procurement involving an expenditure of $350,000 and any procurement that is part of a construction "project" (as that term is defined in California Public Contract Code section 10500) cannot be made under any contract resulting from this RFP. However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Proposer is expected to garner a very large percentage of the total available UC business.

Q. Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents, submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.

2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."

3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, UC denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

R. Business Review/Business Reports

Proposer shall meet with the UC for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Proposer must provider – pertinent performance and management reports detailing a wide range of information related to the resulting agreement at both the UC-wide level and for each individual UC location.

S. Errors and Omissions:

If the Proposer discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Proposers who have access to this RFP. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal

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T. Order Packaging, Labeling and Invoicing

Each order shall be wrapped with label affixed indicating the following information:

- Purchase order number and/or Procurement card (P-Card) identification numbers
- Order date
- Ship to name & address
- Description, quantity and catalog number of the item(s) ordered (not as a label that is affixed)
- Other information, as requested by the ordering department.
- Material Safety and Data Sheets (MSDS) as needed

Packing slips should be attached to the outside of the package such that it can be inspected at the receiving dock/requesting department. Proposer shall adhere to packing requirements as listed within UC Sustainability Policy, noting efforts for overall reduction of packaging materials, recycling of packaging materials, and bans on the use of polystyrene packaging material. Any exceptions should be noted with your exceptions document, if any.

U. Liquidated Damages (UC specific)

Per Section 2.4, if a Proposer fails to accurately and completely specify Buyer's requirements when placing an order(s) with Manufacturer, Proposer shall bear all liability for damages incurred by Buyer related to such failure by Proposer and liquidated damages may apply, as noted below:

Proposer shall pay Buyer five hundred dollars ($500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Proposer fails to install a material amount of product, as defined below. In the event of such failure, Proposer shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Proposer shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Proposer by Buyer. Proposer will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Proposer's reasonable control.

A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Proposer agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Proposer must correct and remedy all the items on the punch list within 30 calendar days. If Proposer fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Proposer shall deduct 2 1/2% of the total value of the order from the final invoice submitted to Buyer, as liquidated damages. If Proposer fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Proposer shall deduct another 2 ½% (total of 5%); if Proposer fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Proposer shall deduct another 2 ½% (total of 7 ½%); and if Proposer fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Proposer shall deduct another 2 ½% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Proposer shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Proposer mutually acknowledge, in writing, resolution of all items on the punch list.

V. Termination of Agreement

Any agreement resulting from this RFP may be terminated in whole or in part by University (for cause and/or for convenience) with a written one hundred and eighty (180) day notice without penalty. Any agreement resulting from this RFP may be terminated in whole or in part by Proposer (for cause only) with a written one hundred and eighty (180) day notice without penalty.

W. Order of Precedence

In matters of conflicts of terms, the order of precedence shall be as follows: 1) Final Contract(s) awarded from the RFP; 2) RFP Documents (and referenced documents) as found in CalUsource with any addenda and any written communications evidencing agreement relative to the contract.

X. Exceptions:

The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by the University (or Omnia, only if terms are Omnia specific). Please note, any exceptions to Minimum Mandatory Requirements (as explained below) or the Mandatory Product & Service Requirements (within the Guidelines/Prerequisites and within this document), may disqualify a Proposer's submittal.

SECTION 2 – Specifications and Requirements

A. Mandatory vs. Desirable

All requirements listed in this RFP are to be considered as Mandatory, unless noted as Desirable/Graded or Optional. Mandatory Requirements are defined as standards that if not met or supplied by the Proposer, the UC reserves the sole right to reject proposal(s) without limitation. They can be found within the Guidelines/Prerequisites and all portions of this document. In addition, the University reserves the right to disqualify any supplier without experience in servicing a large/similar account as a primary provider of Office Furniture. Financial Statements may also be required of an Apparent Awardee. Submission of a Proposal evidences a Proposer's statement they meet the mandatory requirements of this solicitation. The Questionnaire portion of this RFP

Graded/Desirable Criteria can be found within the questionnaire portion of this RFP. Each Proposer's submission (for PHASE #1) will be evaluated/assigned quality points based on these questions. Some require completion of attachments. Your responses to the Questionnaire portion of this solicitation, including 'Question Attachments', will comprise your graded score and/or evidence your capabilities or offerings, which are requirements within this RFP. A Proposer is encouraged to complete all questions.

B. Program Requirements

Requirements are divided into sections as listed below:

1. Company Profile/General Capabilities
2. Pricing Terms and Product
3. Services
4. Sustainability

1. Company Profile & Capabilities

Administration - Supplier shall provide the following program administration functions:

- Project Manager to coordinate program implementation (see implementation Plan).
- Account Management for on-going contract monitoring and maintenance
- On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program (UC specific).
- A "program" for regularly monitoring and comparing UC pricing with pricing available from competitors in the University of California market. (UC specific)
- Meetings between supplier's account manager(s) and UC Purchasing Departments to discuss previous month's activities and resolution of any open issues (UC specific)
- Conduct quarterly business review meeting with each UC location (UC specific)
- Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
- A Proposer is required to provide an implementation plan with their proposal, covering the items below. This will be done within the Questionnaire Section of this RFP. This plan should address the various facets of this RFP and a plan for a phased rollout by November 1, 2020. Any finalist will be asked to further detail this plan in a presentation to Evaluators, at the Phase II Mock-up Event. For the purposes of Phase I submittal, a proposer should more generally outline a plan and timeline for the UC, covering (minimally):
    - Catalog development w/ Price Discount List noting period of time needed (if any) to identify the lines that align UC Requirements (Sustainability and Ergonomics), on the Pricing Discount List
    - Ecommerce Integration
    - Campus Profile Development
    - Testing and Pilots
    - Campus Training
    - Marketing and Business Development
    - Providing reports (as noted on Exhibit 6) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

General

- There shall be no minimum order requirements (quantity, dollar size, etc.). (UC specific)
- Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements. (UC specific)
- Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
- Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: https://www.bifma.org/page/StandardsShortDesc
- Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
- Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

Ecommerce, Invoicing, and Settlement

- E-commerce Platform Orders: (UC Specific) UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including

installation/assembly services where applicable. Supplier should be prepared to bid for this scenario, implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.

- Integration Requirement: (UC Specific) Above Integration is a requirement of this RFP and must be accomplished within 18 months of contract signing **for all Broad Line awardees** (single awards are an exception). E-commerce technology is utilized at each of the UC locations. Appendix eCommerce, has been provided within the RFP Guidelines/Prerequisites Section of this RFP, noting requirements. Proposer and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Maintenance of the preferred supplier status conferred by any resulting Agreement from this RFP process will be subject to Supplier's development of an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
- Quote Functionality: (UC Specific) A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
- Paperless Invoicing: (UC Specific) is a requirement of this RFP. Any awardee will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Proposer may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method. Note: Paperless invoicing can be negotiated on a case by case basis with Participating Agencies if requested.
- Invoice Detail: (UC Specific) A along with standard product line item detail, a Proposer is required to detail charges for project management, design services, and installation (i.e. labor hours and rates, including prevailing wages) on any invoices provided to UC.
- Payment: (UC Specific) The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce). Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days. Each Proposer will be asked to declare his method of settlement, within the Questionnaire section of this RFP.
- Liquidated Damages (LD) and Missing Delivery Dates: (UC Specific) An acceptable installation date will be established in writing by mutual agreement of Buyer, Proposer and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Proposer must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Proposer fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Proposer shall bear all liability for damages incurred by Buyer related to such failure by Proposer and liquidated damages may apply (see Item U).

National Program

- Manufacturer must complete and upload OMNIA Partners Exhibits A, F, & G, found within the Questionnaire Section of this solicitation and marked as National Program.

- Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

2. Product and Pricing

Required Product Categories - all as subject to Ergonomic requirements as listed on Exhibit – 5:

- Panels and Desks/Work Surface (Adjustable and Fixed)
- Storage
- Freestanding
- Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
- Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)

Product Purchase Restrictions (UC Specific) - A Proposer should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.

Furniture Definitions **-** Required Product Categories and/or items, all as subject to Ergonomic requirements listed on Exhibit 5, are shown below with further definition located within Exhibit 1 – Definitions. They cover the following items:

- **Paneled Systems**
- **Task Seating**
- **Side Chair**:
- **Desk/Work Surface**:
- **Storage**

Parts Sales – A Proposer must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.

New and Discontinued Products –

1. Successful Proposer(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Proposer's offerings are likely to occur during the life of any resulting contract from this RFP. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
    - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.

3. In the event the selected Proposer(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Proposer(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Proposer(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Proposer cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.

4. Successful Proposer(s) shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.

Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.

Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years. ' A supplier is required to state their warranty on each product listed within the Product Cost Matrix in the Pricing Section of this RFP and will have the opportunity to provide additional information in the graded questions.

Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

5. Services

Specific Delivery & Installation Service Standards, have been detailed for the UC System and National Accounts. These required services are aligned with a Proposer's Pricing/Declared Discounts off List. They are found on Exhibits 2 & 3, as well as the Discount Service Pricing Form. All proposers will align their quoted discounts/pricing to those services, while meeting all other mandated requirements.

Prevailing Wages - Proposer understands and acknowledges that prevailing wages must generally be paid for installation services provided under this program to the extent they include modular furniture or any affixing or detachment of goods to or from realty, all as defined by the California Labor Code. Prevailing wages are to be paid for all labor to be performed at the installation/delivery site except for labor related to the following activities (some exceptions noted):

- Delivery of materials that will not be installed by the delivering Supplier
- Assembly of unattached, freestanding furniture
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code
- Prevailing wages shall also be paid for all labor associated with the special fabrication of any non-standard, non-catalog furniture components that are manufactured specially and exclusively for installation at the project/delivery site.

Note: Additional information can be downloaded at the following site DIR Website. Rates vary depending on the county in which the work is being performed. Prevailing Wage requirements only apply to the UC and work performed in California. Other Participating Agencies might have their own prevailing wage requirements and can be negotiated on a case by case basis.

Customer Satisfaction and Service Standard Metrics (UC Specific) - Successful Proposer(s) will be responsible for product satisfaction. Proposer(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Proposer(s) responsibility for support continues even if the Proposer discontinues selling a product to the extent that resolution is possible. Proposers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival

dates are accurate. Customer satisfaction will be a determining factor in measuring Proposer(s) performance. Proposer and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Proposer and/or Dealer shall provide Toll-free number for order placement and focused customer service team for the UC.

Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

Ship to and Consolidation of Orders (UC Specific) – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

Storage: First 30 business days of storage required shall be at no cost to UC or participating agencies. UC or participating agencies may require items to be in storage beyond 30 bus days. Your rate for this service is required on Attachment #2 – Pricing – Product and Services

Returns/Damaged product - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Proposer(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If this requirement cannot be scaled to the national level, an exception may be noted for that program.

Trade Fairs at the UC (UC Specific) - If requested a Proposer is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.

Training at the UC (UC Specific) - When requested, the successful Proposer(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Proposer's software, ordering system, etc. at no charge to the UC. Similarly, a Proposer shall participate in developing and delivering Web Training for same.

Manufacturer/Dealer Documentation – A Proposer must provide the following, free of charge; 1) documentation of existing architectural and electrical elements (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCad and PDF formats.

Material Samples (UC Specific) - A Proposer must provide Material samples to customers, when requested.

Seating Labs-Showrooms (UC Specific) - Various locations have seating labs/showrooms with samples for potential customers to evaluate. Is your firm able to provide samples at no cost for these labs/showrooms? Also, if a customer would like to evaluate a seat in their work environment how quickly could you provide a sample and would it be at no cost?

Response Times (UC Specific) - Proposers must acknowledge the following service standards and provide minimum guarantees to consistently adhere to the standards. Please provide any exceptions to these response times and specify impacted locations or regions beginning with any exceptions to any UC campus...

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days
Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns (UC request/error)	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development	within 2 business days after installation walk thru
Punch list closure	within 30 (or 10) business days after both parties agree as to responsible party

The minimum quality of service standards set forth above recognize that occasional errors are likely; however, the Proposer further agrees to use best efforts to achieve 100% quality of service level. Should, however, the quality levels fall below the minimum standards and the supplier does not take corrective action, the UC may terminate the agreement. Please describe your escalation process and contacts for addressing service failures.

6. Sustainability (UC Specific)

Policy pertaining to this RFP - Exhibit 4 of this RFP details all minimum requirements as established by the UC Sustainability Policy for Indoor Furniture. A Proposer must review these prior to completing documents and researching which of their product align.

Take back program: Any Proposer awarded a contract as a result of this RFP, will be required to offer a Some version of an end-of-life take-back or re-use program to the UC, for a reasonable added cost.

Chemicals of Concern – within 18 months of contract signature, any contracted supplier will be required to limit the UC catalog of goods (to the UC), to items which do not contain Chemicals of concern, as noted within Exhibit 4 -, unless an exception for specific product is noted.

EXHIBIT 1 – Definitions
EXHIBIT 2 – National Service Standards (as accompanies pricing)
EXBINIT 3 – UC Service Standards (as accompanies pricing)
EXHIBIT 4 – UC Sustainability Policy and Minimum Standards
EXHIBIT 5 – Ergonomic Requirements
EXHIBIT 6 - UC Reporting Requirements

EXHIBIT 1 – RFP DEFINITIONS

General

Broad Line Manufacturer/Qualified Proposer– a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the five (5) main categories of Office Furniture (System, Seating, Storage, Free Standing Furniture, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements).

Dealer or Dealer Service Network Provider - Subcontractor and/or provider of goods and services on behalf of Manufacturer such as furniture, furniture design, layout design, workspace planning, showroom demonstration, warehouse storing, delivery, installation, customer service, invoicing, payment collections, credit card processing, etc.

Design - Major Revision - A major revision is defined as any modification in which an excess of 30% of the design is revised.

Project Management - Enhanced professional services through a Dealer authorized representative. Dealer authorized representative provided under the Agreement will provide project management services, in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or team and proper oversight must be maintained and milestones must be adhered to.

Punch List -A term used to describe an inventory list of all corrections, additions, or deletions to an Installation or project which requires an action on the part of the Supplier, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

Reconfiguration -A term used to describe the process of disassembly, re-assembly and possible relocation and redesign of existing furniture systems.

Services - Refers to all services provided by the Dealer, including "Value-Added" services, and "Per Hourly-Rate" services as mentioned in this RFP and outlined under Exhibits 2 and 3 in this RFP.

Supplier – Manufacturer and Primary Contracting Entity, as represented by its Dealers/Authorized Dealer Services Network and its other business entities within its supply chain for the purpose of proposing goods and services under this RFP, as a single contracting entity. The term Supplier, therefore, is used interchangeably with Manufacturer, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier proposes to carry out its duties and obligations in answer to this solicitation.

RFP, Value-Added Services - Includes all enhanced professional services, such as design and installation, provided by Dealer.

Waste Removal/Removal of Debris- Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC's Sustainability Policy

Furniture Items Definitions

Exclusions to below – Any "Product listed or registered with FDA as a medical device or a furnishing that meets a specific clinical requirement for UC clinicians."

Paneled Systems - Pre-fabricated paneled workstations or cubicle office. Includes panels, desk, storage, filing work surfaces, cabinetry, accessories, etc. Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit 5.
CSA- Z412, Guideline on Office Ergonomics, page 161

Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit 5.
CSA- Z412, Guideline on Office Ergonomics, page 161

Side Chair: A side chair is a chair designed for short-term sitting (i.e. guest chair) and is not designed to be used during work tasks. A side chair usually has a fixed seat height, seat angle, and backrest, and it may or may not have arms. The minimum weight capacity is 250 pounds.
ANSI-BIFMA x5.1-2002

Desk/Work Surface: A desk/work surface is a piece of furniture with a surface designed to allow the user to complete their work tasks. Work tasks can include but are not limited to reading, writing, and use of computers, telephones, calculators, and microscopes. Surfaces can be flat or angle adjustable (for example drafting tables). Work surfaces should be designed to support work equipment and task materials while allowing adequate clearance, access, and support for the majority of users. Desks/work surfaces may be freestanding or part of a panel system which is secured to the wall or floor. All work surfaces shall follow the dimension and height adjustability guidelines of Exhibit 5.
ISO 9241-5, Ergonomic requirements for office work with visual display terminals, page 9, 15

Storage: A piece of furniture designed to store items. Storage units shall meet the following requirements:
Adjustment controls should be easy to operate from usual working positions and designed so they encourage correct use
Drawers should be designed to prevent unintentional opening
Drawers should not require undue force to open and close
Drawers should not be able to be pulled out so they unintentionally fall
Casters on mobile pedestal drawers should be chosen to match the floor surface where the pedestal will be used

EXHIBIT 2 – National Service Standards – (as accompanies pricing)

NATIONAL PROGRAM FOR DELIVERY AND INSTALLATION SERVICES

DELIVERY

Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.

Inside Delivery means product is delivered to the site and unloaded.

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

BASIC AND EXPANDED INSTALLATION PRICING PARAMETERS
During normal business hours, M-F, 7:00am-5:00pm local time.
Non-union labor
All necessary tools and equipment required to install per the drawing or quote
Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
Free and clear access to loading docks and elevators
Job site to be free and clear of debris
Service work not be hindered by other trades, product tools, equipment
Reasonable access to space

Exclusions:

- Any work requiring a licensed electrician is the purchaser's responsibility
- Hardwiring of furniture to the building source
- Connection of phone and data lines to the building source

Additional Cost:

- Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

VALUE ADDED SERVICES

- Value added services as listed on National Product Line Discounts/Services Pricing Form ,

PRICING - Refer to "Attachment #2 – Pricing -Product and Service" for pricing details for Delivery, Basic and Expanded Installation, and Value Added Services

EXHIBIT 3 - UC Service Standards (as accompanies pricing)

UC PROGRAM FOR DELIVERY AND INSTALLATION SERVICES

Drop Ship Delivery has two options:

- Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.
- Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.

Dealer Delivery/Basic Installation Services will include:

- Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
- Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
- Removal and disposal of any packing materials (removed from UC site/property).
- ADA compliance (required)
- Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
- Processing of any necessary freight/damage claims.

Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:

- All services described in above Basic Installation.
- Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
- Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

Design Services

Design Services are usually utilized for a Complex Installation project. These same design services are available when using Drop Ship Delivery or Basic Installation and are quoted as an additional hourly cost. Pricing for design services include, but are not limited to:

- Maximum of Two Designs
- Up to Two Major Design Revisions (changes > 30%)
- Fully-annotated 2D and 3D CAD renderings for initial design and all revisions
- Complete Installation Drawings
- Site Verification and Field Measurements prior to Furniture Order
- Verification of all Critical Measurements taken from Architectural Drawings
- Furniture Electrical Plans (Note: Client/Customer responsible for coordination and implementation of the building electrical/data per furniture plans.)
- Signed Furniture Plans required prior to Specification of Furniture
- Furniture Installation is ADA and California Building Code compliant
- All Finish and Product Samples as needed/as requested; Help and Consultation in the Selection
- Attendance at Required Meetings

Installation Job Site Expectations

- All necessary tools and equipment required to install per the drawing or quote

- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Reasonable access to the space; Access to hoisting and/or elevator service
- Job site to be free and clear of debris
- Containers for the disposal of packing materials off-site
- Service work not be hindered by other trades, product tools, equipment

Exclusions, which are the customer's responsibility, are:

- Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.

- Connection of phone and data lines to the building source

Exclusion, which would incur additional labor and equipment cost, is:

- Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Installation Labor
Installation labor for a Basic Install or a Complex Install are expected to be conducted during normal business hours, M-F, 7:00am-4:30pm local time, and confirmed by each UC location. Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard labor rate (not to be less than UC Fair Wage-Fair Work rate (currently $15.00 per hr.), taking into consideration the labor activity required for the installation and the local labor regulations.

The quoted hourly labor rates are required to be displayed in a detail breakdown on the quote, i.e., number of hours, number of crew, etc. and will include any overtime or "after hours" work, such as evenings, weekends, and holidays.

Pricing - Refer to "Attachment #2 – Pricing – Product and Service" for pricing details for Delivery, Basic and Complex Installation, and Value Added Services.

EXHIBIT 4 – UC Sustainability Policy and Requirements (as related to the Indoor Furniture Category)

Below are excerpts and links related to recent revisions made to UC's Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29): https://policy.ucop.edu/doc/3100155/SustainablePractices
- UC SUSTAINABLE PROCUREMENT GUIDELINES: https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf

UC Sustainable Practices Policy – Sustainable Procurement

E-COMMERCE REQUIREMENTS
Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
2) Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

PACKAGING STANDARDS
The University is required to outline the UC Standards for packaging materials in all RFPs. Proposers will be required to demonstrate how their standards and practices for packaging materials meet these Standards. Additional consideration during evaluation will be given to Proposers who meet more than one criteria listed in (a) - (e) below, with preference given to bids meeting (b).
All packaging delivered to the UC must be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

a) Uses bulk packaging;
b) Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
c) Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
d) Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
e) Uses locally recyclable or certified compostable material.

PACKAGING FOAM BAN
By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.
Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam.

*Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

ELECTRONIC TRANSFER OF SUPPLIER INFORMATION
Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with

UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

ENVIRONMENTAL MARKETING CLAIMS
All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf).

UC Sustainable Procurement Guidelines

GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING
Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (http://supplier.kp.org/formsreqs/KPEPPStandards.pdf), including, but not limited to:

a) Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
b) Polyvinyl chloride (PVC)
c) Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
d) Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
e) Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
f) Antimicrobial/antibacterial agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

FURNITURE SUSTAINABILITY STANDARDS
These standards are applicable to all new individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. markerboards and tackboards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture.
These standards do not apply to office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.
In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.
The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

Minimum Required Criteria:

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
   a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).

b) Be free of the 5 classes of chemicals of concern described below:

1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
    a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
    b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
        i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
        ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
    a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
    b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
    c. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
    d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
    e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).
1. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
2. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
3. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.

4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

Preferred Criteria:

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
    - GOTS
    - Standard 100 by Oeko-Tex
    - STeP by Oeko-Tex
    - Cradle to Cradle
    - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

Documentation Requirements

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

Definitions

Antimicrobial chemicals:

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

Flame retardant chemicals:

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above

1,000 ppm.

Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.
- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

Volatile Organic Compounds (VOCs):

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.

EXHIBIT 5 – Ergonomic Requirements

The term 'minimum' as used in this section is not a minimum mandatory requirement, or a 'hard specification', it is considered a target measurement or typical desired range, and therefore some variance will be considered and allowed.

A. Seating

Task Seating

Basic Features:

Chair seat swivels easily on a five-leg pedestal base with casters.
Casters are available for different floor surfaces such as carpet, hardwood, and linoleum -
Adjustment controls - easy to adjust from the sitting position and clearly marked to indicate function
No sharp or hard edges anywhere on the chair or controls
Weight capacity of chair is:

Minimum: At least 250 pounds
Preferred: At least 275 pounds

Five-year minimum warranty
Chair adjustment instructions provided to end user

Seat Features:

Seat height – adjustable at least 4.5 inches within the range of 15 – 22.5 inches from the floor to top of the seat
Seat depth

Minimum: If non-adjustable, seat should be no greater than 17" depth.
Preferred: Adjustable seat depth - provides up to 4 inches of forward/backward seat pan movement, range must include 17" seat depth.

Seat pan angle

Minimum: If seat angle does not adjust, seat is designed with a slight backward or forward angle.
Preferred: Seat angle range has at least 6 degrees of user-controlled adjustability, from leaning forwards to leaning backwards.

Seat pan width minimum of 18 inches/
Front edge of seat is rounded.

Backrest Features:

Backrest height - top of backrest is at least 17.7 inches above the seat (1, pg. 82).
Backrest height adjustability

Minimum: Entire Backrest and /or lumbar support adjustable within the range or 6 - 10.5 inches above the seat 1.
Preferred: Entire backrest and/or lumbar support adjustable from 6-10.5 inches above the seat.

Backrest width - at least 14 inches
Backrest shape

Minimum: Backrest is curved at the lower portion to support the lumbar area
Preferred: Backrest should curve outward towards seated user, especially at the lower portion to support the lumbar area (1, pg. 83).

Backrest angle

Minimum: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to slightly reclined position (105 degrees)
Preferred: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to recline position (120 degrees). User-adjustable headrests are necessary for chair reclining greater than 120 degrees

Backrest angle lock -

Minimum: Backrest can move freely with user-adjustable resistance.
Preferred: Backrest can be locked into various positions.

Armrest Features:

Armrest height

Minimum: adjustable and within the range of 7-10.5 inches.
Preferred: adjustable from at least 7 to 10.5 inches above seat.

Armrest width

Minimum: At least 18 inches of clearance between armrests.
Preferred: At least 18 inches of clearance between armrests and arm-rests adjust in/outwards and pivot.

Armrest shape – smooth, flat, padded with no hard edges or materials.

Value-added Features: Required

Chairs are delivered to campus assembled.
Instructions for warranty and maintenance issues are provided.
Available in fabric and vinyl.
Samples available for Ergonomic Program review and demo rooms.
Speed of delivery/quick ship.

A. Work Surfaces

Free Standing Height Adjustable Table

Basic Features

- Height adjustability minimum from 22 to 48 inches. Prefer entire work surface is user height adjustable (electric or crank system) within the above range.
- Width of top surface: Shall have a minimum of 48 inches of usable desk surface with a minimum of 41 inches unobstructed leg room underneath
- Work surface Depth (with no obstructions for the legs): Shall be a minimum or 24 inches deep. 30 inches or more preferred
- Thickness: No greater than 1.5 inches
- Finish: Matte finish
- Edges: Rounded front edges; no sharp corners, cut-outs, or edges
- Stability: Shall be structurally rigid and stable. Shall support at least 200 pounds

Value-added Features: Required

- Tables are delivered to campus assembled.
- Instructions for warranty and maintenance issues are provided.
- Samples available for Ergonomic Program review and demo rooms.
- Speed of delivery/quick ship.

EXHIBIT 6 – UC Reporting Requirements

Any Proposer awarded a contract, as a result of this RFP, will be required to provide various reports, as reasonably requested for purpose of special projects and/or price auditing. Those request shall be limited. The following reports are required at particular intervals, and pertain to sales of product and service provided to UC Locations/Campuses or to sustainability efforts.

UC System-wide Purchase and Usage Reporting

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within fifteen (15) business days from the close of the previous quarter. Proposer agrees to collect the usage/ purchase data from Proposer's Authorized Representatives and verify the data accuracy.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -Jun e quarter
- Oct: for the prior July-Sept quarter

Sustainability Reporting

Proposer shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator.

The usage report shall be submitted each quarter, within fifteen (15) business days from the close of the previous quarter. Proposer agrees to collect the usage/ purchase data from Proposer's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier)
- Campus Purchase Order Number
- Order date or invoice date
- Customer number
- Campus Contact Name (order contact name)
- Ship To Address
- Product Category (systems furniture, conference, seating, lounge)
- Manufacturer Name
- Manufacturer Product Number*
- Item Model Name*
- Item Description
- Unit Price**
- Extended Price (quantity x unit price)
- Total Weight (lbs.)
- Pre-Consumer Recycled Content per unit (%)
- Post-Consumer Recycled Content per unit (%)
- Hard Surface Material (e.g. laminate, veneer, etc.)
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold)

- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold)
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three)
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N)
- Textile Brand/Manufacturer Name
- Textile Name
- Textile Certification Name and Achievement Level

  *These fields should reflect functional units. For example, the line item would show the model name, quantity and price for an entire desk or chair as opposed to seeing separate line items per component (leg, surface, castor, seat pan, etc.). In other words, however that item is considered a “unit” for the purposes of IAQ certification, Cradle to Cradle certification, recycled content reporting, etc.

  **Installation and delivery charges should not be included in the furniture unit price.

Attachment #1 - Product Categories and Dealer Network TAB 1 - PRODUCT CATEGORIES (BREADTH OF PRODUCT)							
Instructions: Please complete in full and upload as Attachment #1_Company Name_RFP# 001218 inside the Questionnaire Section of this RFP. Note: The first five categories and items are required in order to qualify as a Broad Line manufacturer of Office Furniture, for purposes of this solicitation.							
Company Name:				Company Name:		Company Name:	
Categories of furniture offered	**Type within category**	**Included Yes/No**	**Number of items in category**	**Number of items in category, meeting UC Minimum Sustainability and Ergonomic**	**% of category meeting the requirement**	**Number of items in category, meeting UC Preferred Sustainability and Ergonomic requirements of this RFP**	**% of category meeting the requirement**
EXAMPLE RESPONSE	**Task Chairs**	**Yes**	**75**	**60**	**80%**	**30**	**40%**
Systems Furniture	• Modular office furniture system		0	0	#DIV/0!	0	#DIV/0!
	• Benching product lines		0	0	#DIV/0!	0	#DIV/0!
	• Adjustable Hgt. Work surface		0	0	#DIV/0!	0	#DIV/0!
	• Other		0	0	#DIV/0!	0	#DIV/0!
			0	0	#DIV/0!	0	#DIV/0!
			0	0	#DIV/0!	0	#DIV/0!
Freestanding Furniture	• Work Surface		0	0	#DIV/0!	0	#DIV/0!
	• Work Surface -Adjustable Height		0	0	#DIV/0!	0	#DIV/0!
	• Credenza		0	0	#DIV/0!	0	#DIV/0!
	• Other		0	0	#DIV/0!	0	#DIV/0!
Storage:	• Book Cases		0	0	#DIV/0!	0	#DIV/0!
	• Files		0	0	#DIV/0!	0	#DIV/0!
	• other		0	0	#DIV/0!	0	#DIV/0!
Seating:	• Task Seating (chairs and stools)		0	0	#DIV/0!	0	#DIV/0!
	• Guest/Side Seating		0	0	#DIV/0!	0	#DIV/0!
	• Foot Rest/Ottomans		0	0	#DIV/0!	0	#DIV/0!
	• Conference Seating		0	0	#DIV/0!	0	#DIV/0!
	• Lounge Seating		0	0	#DIV/0!	0	#DIV/0!
	• Flexible Learning Seating		0	0	#DIV/0!	0	#DIV/0!
Tables:	• Conference Tables (With or without electronic/AV		0	0	#DIV/0!	0	#DIV/0!
	• Training/Classroom or Collaborative Learning Tables		0	0	#DIV/0!	0	#DIV/0!
	• Occasional Tables (i.e. end table, coffee table)		0	0	#DIV/0!	0	#DIV/0!
	• Height Adjustable Tables		0	0	#DIV/0!	0	#DIV/0!
	• Other		0	0	#DIV/0!	0	#DIV/0!
Architectural Elements:	• Demountable wall systems/Privacy Walls		0	N/A	#VALUE!	N/A	#VALUE!
	• Beams		0	N/A	#VALUE!	N/A	#VALUE!
	• Power and Flooring		0	N/A	#VALUE!	N/A	#VALUE!
	• Other		0		#DIV/0!		#DIV/0!
Integrated Technology:	• Whiteboards		0	N/A	#VALUE!	N/A	#VALUE!
	• Acoustical Solutions		0	N/A	#VALUE!	N/A	#VALUE!
	• Other		0	N/A	#VALUE!	N/A	#VALUE!
Accessories and Technology Support	• Lighting, Power and Cable		0	N/A	#VALUE!	N/A	#VALUE!
	• Desk Accessories		0	N/A	#VALUE!	N/A	#VALUE!
	• Computer Support (Keyboard Trays, Monitors, etc.)		0		#DIV/0!		#DIV/0!

Other	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
Classroom Furniture and/or Fixed Seating	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0	0		0	

Attachment #1 - Product Categories and Dealer Network **TAB 2 -DEALER NETWORK (INFORMATION)**

Instructions: Please indicate if you sell products directly. Follow that information by detailing your Dealer Network, per headers below; their name, the campuses they are able to service, their status as it relates to your furniture lines (volume/market share within the region covered), and Manufacturer showroom location(s) that would pertain to your recommended dealer(s) from which the work will be done if your firm is awarded a contract as a result of this RFP. After Completion, please upload as Attachment #1_Company Name_RFP# 001218 with submission.

Example Dealer	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Best Ever Furnishings & Design Services	UCI, UCLA, UCR, UCSB	Primary Supplier for full product line and all services line close line & open line (Textiles) offerings	Space Planning and Design Services, Project Management, Installation Services)	Los Angeles, Ca.

Proposer Name				
Is UC able to purchase directly?				
Dealer #1	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #2	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)

Dealer #3	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #4	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #5	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #6	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)

Product Category	UC Program - Manufacturer Discount off List					
	Product line	Drop Ship	Basic Installation	Complex Installation	Volume Discounts 100k-350k	Volume Discounts >350k
Systems Furniture						
Freestanding Furniture						
Storage						
Seating						
Tables						

Architectural Elements						
Accessories and Technology Support						
Fixed Seating & Higher Education Classroom Furniture						
Repair Parts (non-warranty) - Discount off List						
Other Categories						
Insert additional rows as needed						

Other Required Services for UC Locations - to be offered by Dealer for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates**	**Comments**
Design Services		
Project Management Services		
Asset Management (e.g. Dealer tracks ownership at campus level)		

Demolition (breakdown and removal or repacking of old stock)		
Other - Insert rows as needed		
Storage	**Rate per Sq. Ft.**	**Comments**
Storage (for anything beyond the mandated 30 days)		
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate (not to be less than UC Fair Wage-Fair Work rate), taking into consideration the labor activity required for the installation and the local labor regulations. Proposer to state your standard labor rate (may quote a range) noting it must equal or exceed UC Fair Work/Fair Wage requirement - currently $15.00 hourly.	**Hourly Rates**	**Comments**
Standard Installation Labor		

Services Associated with Discount off List

Drop Ship Delivery has two options:

- **Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.**
- **Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.**

Dealer Delivery/Basic Installation Services will include:

• Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
• Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
• Removal and disposal of any packing materials (removed from UC site/property).
• ADA compliance (required)
• Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
• Processing of any necessary freight/damage claims.

Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:

• All services described in above Basic Installation.
• Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
• Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

Exclusions, which are the customer's responsibility, are:

• Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
• Connection of phone and data lines to the building source

Exclusion, which would incur additional labor and equipment cost, is:

• Any furniture product that must be conveyed via alternative means, including stairs**, forklift, access corridors, etc.**

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).							
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-350k	Volume Discounts >350k	Exceptions Noted
Systems Furniture								
Freestanding Furniture								
Storage								
Seating								
Tables								
Architectural Elements								
Accessories and Technology Support								

Accessories and Technology Support								
Fixed Seating & Higher Education Classroom Furniture								
Repair Parts (non warranty) - Discount off List								
Other								
Insert additional rows as needed								

Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates (NTE)**	**Comments**	**Exceptions Noted**
Design Services			
Project Management Services			
Asset Management (e.g. Dealer tracks ownership at campus level)			
Demolition (breakdown and removal or repacking of old stock)			
Other - Insert rows as needed			
Storage	**Rate per Sq. Ft. (NTE)**	**Comments**	**Exceptions Noted**
Storage (for anything beyond the mandated 30 days)			
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate. taking into consideration the labor activity required for the installation and the local labor regulations. Proposer to state your standard labor rate as a NTE (not to exceed) rate for national program pricing.	**Hourly Rates (NTE)**	**Comments**	**Exceptions Noted**
Standard Installation Labor			
Services Associated with Discount off List			**Exceptions Noted**
1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.			

2. Inside Delivery price includes product delivered to the site and unloaded.
3. Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
4. Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project

UNIVERSITY OF CALIFORNIA

Purchasing Agreement # _____

This is only a sample. **All to be completed per RFP Terms and Negotiations**

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from **Date** and through **Date** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Number** successive **Number** -year periods (each, a Renewal Term), by providing Supplier with at least **Number** calendar days' written notice before the end of the Initial Term or any Renewal Term. [Per RFP Terms and negotiations]

b) UC may terminate the Agreement for cause or convenience by giving Supplier at least 180 calendar days' written notice.

c) Supplier may terminate the Agreement for cause by giving the other party at least 180 days' notice to cure a breach of the Agreement (Cure Period).

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing**.** For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/ files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

[Per RFP Terms] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method: **[Per RFP Terms]**

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **[Per RFP Terms]**

All invoices must clearly indicate the following information:

California sales tax as a separate line item;
Shipping costs as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item ordered;
Net cost of each item;
Any pay/earned/dynamic discount;
Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

[Per RFP Terms] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows:

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. **[Per RFP Terms]**

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	
Phone	
Email	
Address	

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	
Phone	
Email	
Address	

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	
Phone	
Email	
Address	

To UC, regarding contract issues not addressed above:

Name	
Phone	
Email	
Address	

To Supplier:

Name	
Phone	
Email	
Address	

6. Intellectual Property, Copyright and Patents [select one]

/___/ The Goods and/or Services involve Work Made for Hire

/__X_/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA) [select one]

/___/ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

/_X__/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages [Per RFP Terms]

/___/ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work [Per RFP Terms]

/___/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Federally Funded Contracts, Grants, and Cooperative Agreements

11. [Per RFP Terms]

/___/ Grant or Cooperative Agreement

/___/ Contract

The Prime Award Number is: _____.

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **[Per RFP Terms]**

13. Service-Specific and/or Goods-Specific Provisions

[Per RFP Terms – to be added]

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 5-19-19 are hereby amended as follows:

[Per RFP Terms and negotiations]

16. Amendments to Appendix – Data Security

The UC Appendix – Data Security, dated _____ is hereby amended as follows:

[Per RFP Terms and negotiations]

17. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof. **[Per RFP Terms and negotiations]**

a. Prime Contract, including SOW all UC appendices

b. Statement of Work – Attachment A
c. RFP and RFP Response

18. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**[SUPPLIER NAME]**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name, Title)	(Printed Name, Title)
_____	_____
(Date)	(Date)

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Expedited Mail, Small Ground Freight, Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies
through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.
B. Total number and location of sales persons employed by Supplier.
C. Number and location of support centers (if applicable) and location of corporate office.
D. Annual sales for the three previous fiscal years.
E. Submit FEIN and Dunn & Bradstreet report.
F. Describe any green or environmental initiatives or policies.
G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
I. Describe how supplier differentiates itself from its competitors.
J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
K. Felony Conviction Notice: Indicate if the supplier
    a. is a publicly held corporation and this reporting requirement is not applicable;
    b. is not owned or operated by anyone who has been convicted of a felony; or
    c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.
B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
      - OMNIA Partners standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;

- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

   To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

   i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

EXAMPLE

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER

EXAMPLE

AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

EXAMPLE

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXAMPLE

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

OMNIA PARTNERS EXHIBITS

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners, Public Sector**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

Example

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Example

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

Example

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

Example

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT

Exhibit D

ACH Payment Information

Payee Information:

OMNIA Partners, Public Sector
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

(866) 408-3077

Financial Institution Information:

ACH Information For: OMNIA Partners, Public Sector
Bank Name: Fifth Third Bank
ACH Routing Transit Number: 064103833
Account Number: 7362195757

OMNIA PARTNERS EXHIBITS
EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the

right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number:_____ Fax Number:

_____

Printed Name and Title of Authorized
Representative:_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

NEW JERSEY BUSINESS COMPLIANCE

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Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____
Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA

CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

001218-May2019
Author: YVONNE MACON
Download Date: 7/24/2019 12:41:00 PM

Request for Proposal
for
001218-May2019

BASIC DETAILS

Event Name
RFP - Office Furniture - UC Systemwide - JULY182019

Description
Solicitation directed to the manufactures of Office Furniture, with the capability/structure to supply product and services to all UCs in one of the following capacities; 1) Broad line supplier (all major categories); 2) Architectural elements; 3) Fixed Seating and Higher Education Furniture. In addition, as it pertains to this solicitation, the UC will serve as a lead agency for OMNIA Partners (GPO), allowing for awards to be extended nationally to other public entities.

Event Type	Event Currency	Event Value
Request for Proposal	USD	

SETTINGS

GENERAL

Public RFx	: True
Sealed event	: True

SUPPLIER RESPONSE EVALUATION

Allow all Team Members to access Supplier responses	: True
Questionnaire response evaluation	: True

SUPPLIER SETTINGS

Suppliers can upload attachments in Attachments section of RFx	: True

TIMELINE

Timeline	Start Date & Time	End Date & Time
Response Timeline	7/18/2019 11:00:00 PM	8/21/2019 3:00:00 PM
Pre-Proposal Web Conference	7/25/2019 10:00:00 AM	7/25/2019 11:00:00 AM
Evaluation Timeline	8/22/2019 9:00:00 AM	9/13/2019 9:00:00 PM

GUIDELINES

Guideline Name	Guideline Type	Acknowledgment from Supplier	Created By	Last Modified On
RFP Event and Process Summary	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM
UC Terms and Conditions	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM
Appendix - Electronic Commerce	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM
Appendix - Data Security and Privacy	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM
Sustainability Requirement	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM

Sample Agreement - Purchasing	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM
Supplier Bid Response Resources	General Guidelines	Not necessary	YVONNE MACON	7/24/2019 10:13:50 AM
OMNIA Partners Exhibits (Requiring Acknowledgement)	Other	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM
OMNIA Partners Exhibits (Requiring Responses)	General Guidelines	Before participating in event	YVONNE MACON	7/24/2019 10:13:50 AM

QUESTIONNAIRES

Questionnaire Name	Created By	Last Modified On	Questions
Program Pricing Responses	YVONNE MACON	7/18/2019 9:40:44 PM	3
Company Profiles/General Capabilities	YVONNE MACON	7/18/2019 6:16:03 PM	26
Pricing Terms and Product	YVONNE MACON	7/18/2019 9:46:45 PM	5
Services	YVONNE MACON	7/18/2019 6:22:39 PM	19
Sustainability	YVONNE	7/18/2019 6:16:03	14

	MACON	PM	

SUPPLIERS

Name	Primary Contact	Participation Status	Response Completion Status
Steel case 2	KEVIN SCHMIDTBAUER	Guidelines Accepted on 07/23/2019 08:48 PM	- %
Anthro International dba Sitmatic	Mark Woods	Guidelines Accepted on 07/23/2019 01:52 PM	- %
Agati Inc	Nathaniel Hawkins	Guidelines Accepted on 07/23/2019 01:07 PM	- %
Teknion LLC	David Skinkis	Guidelines Accepted on 07/23/2019 12:56 PM	- %
Krueger International Inc	Lee Amundson	Guidelines Accepted on 07/23/2019 10:46 AM	- %
Native Kulture Coffee Company, LLC	Caleb Perez	Invited on 07/23/2019 08:14 AM	- %
Allsteel Inc.	Cindy Hermann	Guidelines Accepted on 07/23/2019 06:27 AM	- %

Kimball Office Inc.	Tonja Blackgrove	Guidelines Accepted on 07/23/2019 06:20 AM	- %
Exemplis LLC	Derek Cairo	Guidelines Accepted on 07/22/2019 02:58 PM	- %
Sauder Manufacturing Co.	Rachel Short	Invited on 07/22/2019 04:38 AM	- %
Office Depot	Jennifer Jimenez	Guidelines Accepted on 07/19/2019 07:58 PM	- %
NCS Moving Services	Holly Rodrguez	Invited on 07/19/2019 05:07 PM	- %
3G Development	Maggie Lopez	Invited on 07/19/2019 03:45 PM	- %
The HON Company LLC	Melissa Lincoln	Guidelines Accepted on 07/19/2019 03:02 PM	- %
Knoll Inc	David Hill	Guidelines Accepted on 07/19/2019 09:54 AM	- %
Steelcase Inc.	Kevin Schmidtbauer	Guidelines Accepted on 07/19/2019 07:54 AM	- %
Herman Miller Inc.	Alice Park	Guidelines Accepted on 07/19/2019 07:35 AM	- %
National Office Furniture, Inc.	Melissa Fuller	Invited on 07/19/2019 06:59 AM	- %

Herman Miller, Inc.	Greg Cass	Invited on 07/19/2019 04:21 AM	- %
Haworth	Jackie Fink	Invited on 07/18/2019 09:48 PM	- %
The HON Company	Lisa Belesky	Invited on 07/18/2019 09:48 PM	- %
Teknion Llc	Angie Hoffman	Invited on 07/18/2019 09:48 PM	- %

TEAM MEMBERS

Name	Supplier Contact	Viewer	Coauthor	Evaluator	Invitation Status
redacted	No	Yes	No	Yes	7/19/2019 4:48:15 AM
redacted	No	Yes	No	Yes	7/19/2019 4:48:15 AM
redacted	No	Yes	No	Yes	7/19/2019 4:48:15 AM
redacted	No	Yes	No	Yes	7/19/2019 4:48:15 AM
redacted	No	Yes	No	Yes	7/19/2019 4:48:15 AM

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redacted	No	Yes	No	Yes	7/19/2019 4:48:15 AM
redacted	No	Yes	No	No	7/24/2019 6:18:11 PM

ATTACHMENTS

Attachments Name	Visible to Suppliers	Added On	Added By	Size
Attachment #1 - Product Categories and Dealer Network.xlsx	True	7/18/2019 6:48:26 PM	YVONNE MACON	23.0 KB
Attachment #2 - Pricing - Product and Services.xlsx	True	7/18/2019 6:58:54 PM	YVONNE MACON	395.0 KB
Attachment #3 - Mock-up Furniture Samples.pdf	True	7/18/2019 7:00:53 PM	YVONNE MACON	74.0 KB
RFP Event and Process Summary - Office Furniture July182019.pdf	True	7/18/2019 9:20:55 PM	YVONNE MACON	298.0 KB

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STRATEGIC SOURCING

OFFICE OF THE PRESIDENT
1111 Franklin Street. 10th Floor
Oakland, California 94607-5200

DATE: October 25, 2021

TO: Whom It May Concern

FROM: Sean Parker
Acting Associate Director
University of California

SUBJECT: RFP # 001218 Office Furniture and Related Services Evaluation Summary

The University of California, Facilities and Capital Programs Center of Excellence issued RFP # 001218 for Office Furniture and Related Services on July 18th, 2019. Proposals were issued and received within the University of California's e-sourcing platform, CalUsource. Because of this e-sourcing platform, a solicitation at the University of California is made up of multiple documents in various formats and might appear as many combined documents instead of a single RFP document. Proposal were opened on August 21st, 2019 by 3:00PM PST in the University of California's e-procurement platform, CalUsource, from the following suppliers:

- Allsteel Inc.
- Knoll Inc
- Herman Miller Inc.
- Steelcase Inc.
- Kimball Office Inc.
- Krueger International Inc
- Haworth
- The HON Company LLC
- Teknion LLC
- Office Depot

The solicitation was evaluated based on the following evaluation criteria: (Must match the RFP)

- Program Pricing/Cost (30%)
- Company Profile/ General Capabilities (23%)
- Services (17%)
- Pricing Terms and Product (16%)
- Sustainability (14%)

The Evaluation Committee reviewed, evaluated, and scored response based on the evaluation criteria. The scoring of the Evaluation Committee was then combined into a weighted average with the final proposal tabulation scoring resulting in:

Supplier	Herman Miller	Teknion	Steelcase	Allsteel	Kimball
Score (7500 total)	5624	5078	6232	4907	5295
Rank	2	4	1	5	3

Based on the final tabulation. The following suppliers were sent intent to award letters and began negotiations with the University of California with the intent to get to a final contract:

- Herman Miller
- Kimball
- Steelcase

As a result of negotiations, all three firms were award the following contracts for Office Furniture and Related Services:

Supplier	Contract #	Term
Herman Miller	2019.001890	May 28, 2020 – April 30, 2024
Kimball	2019.001896	May 20, 2020 – April 30, 2024
Steelcase	2019.001899	May 21, 2020 – April 30, 2024

with the options to renew the Agreements for five (5) successive years (Renewal Term), exercised individually, in combinations, and/or as a single block of 5 years.

Sincerely,



Sean Parker
Acting Associate Director
Center of Excellence University of California Office of the President
Sean.Parker@ucop.edu

END OF EXHIBIT E

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Furniture for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Furniture, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

Competitive Solicitation by

Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 24-22

National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Furniture.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Public Bid Opening
  - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- Tabs
  - Tab 1 – Master Agreement / Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Innovation
  - Tab 10 – Required Documents

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers

  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing

  - <u>All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

- Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure

  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Termination

  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References and Experience (15 points)
  - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing

- Value Added Products/Services Description, (10 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

- Innovation (10 points)
  - Past Innovation, how it affected sales
  - Future Innovation in the pipeline

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of _____, State of _____
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☐ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: _____
      Title: _____
      Company: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Phone: _____ Email: _____

- Purchase Orders

  Contact Person: _____
  Title: _____
  Company: _____
  Address: _____
  City: _____ State: _____ Zip: _____
  Phone: _____ Email: _____

- Sales and Marketing

  Contact Person: _____
  Title: _____
  Company: _____
  Address: _____
  City: _____ State: _____ Zip: _____
  Phone: _____ Email: _____

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    ☐ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☐ Yes ☐ No

- Cooperatives
  - List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

  $_____ in year one

  $_____ in year two

  $_____ in year three

- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

- Green Initiatives (if applicable)
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:

  - Ancillary Furniture Products
  - Audio / Visual Furniture
  - Auditoriums and Theaters
  - Cafeteria
  - Classroom / Educational / Dormitory
  - Conference or Breakroom / Training
  - Healthcare / Medical / Therapy Practices
  - Highmark
  - Lactation Rooms and Furniture Pods
  - Library
  - Lighting
  - Lounge / Reception
  - Office
  - Outdoor
  - Science Lab
  - Seating / Chairs
  - Tables / Meeting Conference Room
  - Work Stations

Tab 6 – References

- Provide at least ten (10) public sector references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

- NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to https://www.procurated.com.

Tab 7 – Pricing

- Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities

- Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Innovation

- Please provide details of your most recent innovation and how it affected sales in the public sector.
    - New categories
    - New fabrics and finishes
    - New ergonomics
    - New safety features
    - New performance enhancement
    - Other
- Please outline your timeline for future innovation.
    - New categories
    - New fabrics and finishes
    - New ergonomics
    - New safety features
    - New performance enhancement
    - Other

Tab 10 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Date: _____

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor _____

Print Name _____

Address _____

City, Sate, Zip _____

Authorized signature _____

Date _____

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Furniture for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Furniture, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

Competitive Solicitation by

Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 24-22

National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Furniture.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Public Bid Opening
  - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- Tabs
  - Tab 1 – Master Agreement / Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Innovation
  - Tab 10 – Required Documents

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers

  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing

  - <u>All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

- Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure

  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Termination

  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References and Experience (15 points)
  - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing

- Value Added Products/Services Description, (10 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

- Innovation (10 points)
  - Past Innovation, how it affected sales
  - Future Innovation in the pipeline

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Loftwall
Address	2617 N Great SW Pkwy Ste 100
City/State/Zip	Grand Prairie, TX 75050
Telephone No.	(214) 239-3162
Fax No.	866 669 3688
Email address	srestivo@loftwall.com
Printed name	Stephanie Restivo
Position with company	VP of Sales
Authorized signature	Stephanie Restivo

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____September 1, 2022_____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____Loftwall_____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number ____ 07-102_____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	Loftwall
Name:	Matthew Mackel	Name:	Stephanie Restivo
Title:	Director, Business Development	Title:	VP of Sales
Address:	PO Box 701273	Address:	2617 N Great SW Pkwy Ste 100
	Houston, TX 77270		Grand Prairie, TX 75050
Signature:		Signature:	Stephanie Restivo
Date:	September 1, 2022	Date:	July 12, 2022

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☑ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☑ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- ☐ American Somoa
- ☐ Federated States of Micronesia
- ☐ Guam
- ☐ Midway Islands
- ☐ Northern Marina Islands
- ☐ Puerto Rico
- ☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of Grand Prairie, State of TX
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☑ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☑ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: Jake Homan
      Title: Director of Finance
      Company: Loftwall
      Address: 2617 N Great SW Pkwy Ste 100
      City: Grand Prairie State: TX Zip: 75050
      Phone: 214-239-3162 Email: jake@loftwall.com

- Purchase Orders
  - Contact Person: Derek Andreas
  - Title: Client Services Manager
  - Company: Loftwall
  - Address: 2617 N Great SW Pkwy Ste 100
  - City: Grand Prairie State: TX Zip: 75050
  - Phone: 214-239-3162 Email: orders@loftwall.com
- Sales and Marketing
  - Contact Person: Stephanie Restivo
  - Title: VP of Sales
  - Company: Loftwall
  - Address: 2617 N Great SW Pkwy Ste 100
  - City: Grand Prairie State: TX Zip: 75050
  - Phone: 214-239-3162 Email: stephanie@loftwall.com

♦ Pricing Information

➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☑ Yes ☐ No

➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☑ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- Company's official registered name.
  Loftwall Inc.
- Brief history of your company, including the year it was established.
  See attached
- Company's Dun & Bradstreet (D&B) number.
  96-202-4472
- Company's organizational chart of those individuals that would be involved in the contract.
  See attached
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.

  See attached
- Define your standard terms of payment.
  Net 30/ Prepay
- Who is your competition in the marketplace?
  Peter Pepper, 3Form, Varidesk

- What differentiates your company from competitors?
  See attached
- Describe how your company will market this contract if awarded.
  See attached
- Describe how you intend to introduce NCPA to your company.
  See attached
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
  See attached
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
  See attached

- Green Initiatives (if applicable) See attached
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- Anti-Discrimination Policy (if applicable) See attached
  - Describe your organizations' anti-discrimination policy.

- Vendor Certifications (if applicable) See attached
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- Warranty See attached
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with: See attached

  - Ancillary Furniture Products
  - Audio / Visual Furniture
  - Auditoriums and Theaters
  - Cafeteria
  - Classroom / Educational / Dormitory
  - Conference or Breakroom / Training
  - Healthcare / Medical / Therapy Practices
  - Highmark
  - Lactation Rooms and Furniture Pods
  - Library
  - Lighting
  - Lounge / Reception
  - Office
  - Outdoor
  - Science Lab
  - Seating / Chairs
  - Tables / Meeting Conference Room
  - Work Stations

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

  See attached

Tab 9 – Innovation

- Please provide details of your most recent innovation and how it affected sales in the public sector. See attached
  - New categories
  - New fabrics and finishes
  - New ergonomics
  - New safety features
  - New performance enhancement
  - Other
- Please outline your timeline for future innovation. See attached
  - New categories
  - New fabrics and finishes
  - New ergonomics
  - New safety features
  - New performance enhancement
  - Other

Tab 10 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Loftwall

Address: 2617 N Great SW Pkwy Ste 100

City, State, Zip: Grand Prairie, TX 75050

Authorized Signature: Stephanie Restivo

Date: July 12, 2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Loftwall
Print Name	Stephanie Restivo
Address	2617 N Great SW Pkwy Ste 100
City, Sate, Zip	Grand Prairie, TX 75050
Authorized signature	Stephanie Restivo
Date	July 12, 2022

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Stephanie Restivo

Date July 12, 2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Loftwall
Address	2617 N Great SW Pkwy Ste 100
City/State/Zip	Grand Prairie, TX 75050
Telephone No.	(214) 239-3162
Fax No.	866 669 3688
Email address	srestivo@loftwall.com
Printed name	Stephanie Restivo
Position with company	VP of Sales
Authorized signature	Stephanie Restivo

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

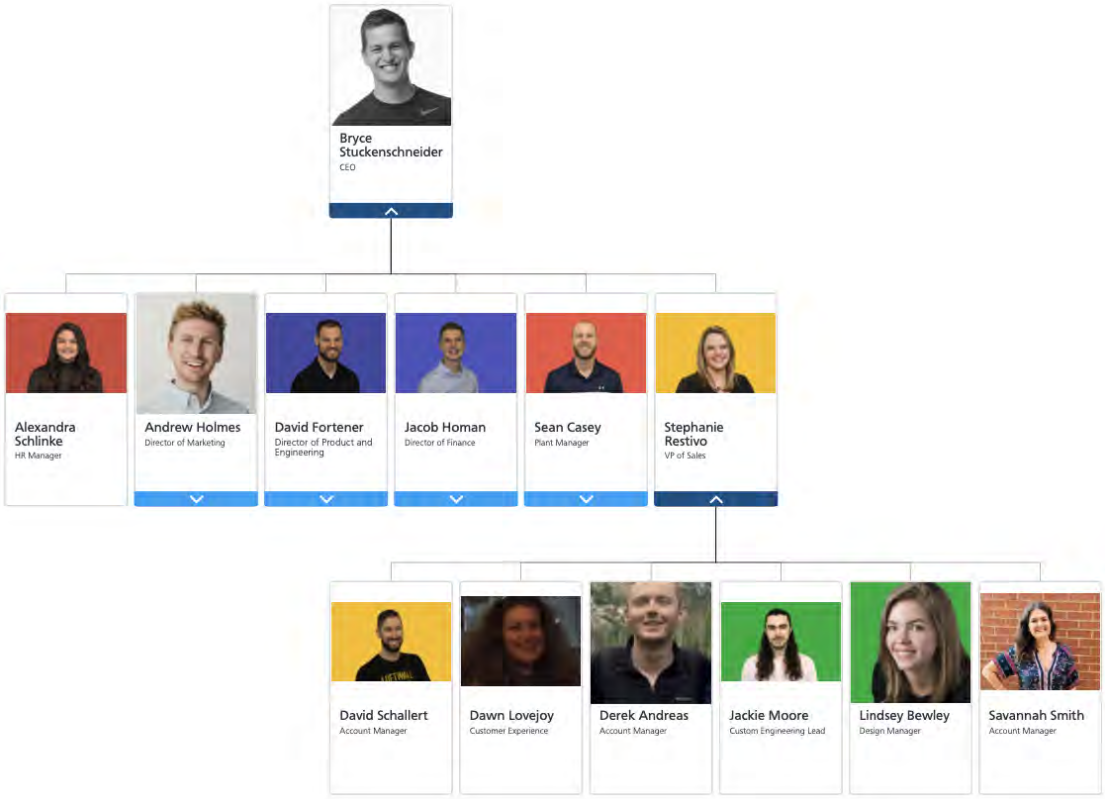
https://www.usa.gov/local-governments

Tab 4 – Vendor Profile

Brief history of your company, including the year it was established.

Founded by Steve Kinder in 2008, Loftwall began as a provider of architecturally designed, flexible and functional freestanding divider screen products. Now the company offers a wide range of innovative, creative, fully customizable space-defining solutions with premium acoustical products that help companies make space work better. All Loftwall products are made in Grand Prairie, Texas.

Company's organizational chart of those individuals that would be involved in the contract.



Corporate office location.

Loftwall Inc.
2617 N Great SW Pkwy Ste 100
Grand Prairie, TX 75050

List the number of sales and services offices for states being bid in solicitation.

Our headquarters is located in Grand Prairie, Texas. We have more than 20 sales reps across the nation who we are partnered with in helping us promote Loftwall.

List the names of key contacts at each with title, address, phone and e-mail address.

CEO
Bryce Stuckenschneider
bryce@loftwall.com
2617 N Great SW Pkwy Ste 100
Grand Prairie, TX 75050
214.239.3162

VP of Sales
Stephanie Restivo
stephanie@loftwall.com
2617 N Great SW Pkwy Ste 100
Grand Prairie, TX 75050
214.239.3162

Client Services Manager / Order Entry
Derek Andreas
derek@loftwall.com
2617 N Great SW Pkwy Ste 100
Grand Prairie, TX 75050
214.239.3162

What differentiates your company from competitors?

We pride ourselves on exceptional customer service, quick delivery, being American made, and offering many options for customization.

Describe how your company will market this contract if awarded.

Loftwall has a strong marketing plan in place and would be able to leverage the relationships and current campaigns to market the new partnership with NCPA.

While the in-house marketing team at Loftwall sets the overall marketing themes, our two outside agencies carry out the day to day operations. We utilize two agencies to leverage their strengths and to help collaborate in a diverse creative process.

Loftwall has also partnered with up to 20 independent representative groups across the country to have a local presence. These highly trained reps focus on institutional organizations; education, government, and healthcare. They will be instrumental in educating the dealer network of our partnership with NCPA.

Finally, Loftwall has a presence at the largest trade shows in the country. We show our innovative products and solutions at tradeshows like NeoCon, IFMA, and EdSpaces. This allows the principles of Lotwall to interact with the decision makers of facilities. The NCPA partnership will become the main point to simplify the procurement process.

Describe how you intend to introduce NCPA to your company.

We will develop an electronic announcement for our independent representative groups and dealers.

A webinar to our company and inde[endent representative groups, explaining our participation in this contract, and educating them about the NCPA contract.

We have updated our company website to show participation in the NCPA contract.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

We provide adaptive solutions that configure, reconfigure and easily move to embrace the unique ways each organization works differently. We have an online catalog that shows the breadth of product offerings, we then use out user-friendly online builder tool for clients to build their ideal divider. Once submitted, the builder sends the requests to our quotes team and the quotes team will contact the customer to gather details.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

The customer service center is available Monday-Friday 8:30am-5:30pm Central Standard Time.

Although we have one customer service center, we have multiple privately owned sales rep firms across the nation who are always eager and ready to help with any questions or inquiry any customer may have.

Green Initiatives (if applicable)

Ø As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

LOFTWALL

LOFTWALL GREEN STATEMENT

LOFTwall is committed to being an environmentally conscious company that contributes to a clean and safe environment. We have evaluated sources of waste generated and created a procedure for elimination or minimization through recycling ,re-engineering, process modification or reduction. Waste not acceptable for recycling is disposed of safely and responsibly within local, state requirements and environmental recommendations. We evaluate our suppliers deliverables and processes for adherence to our company's environmental criteria. In striving for sustainability, LOFTwall's corrugated packaging suppliers have noted that on average, 60% of the goods supplied are manufactured from recycled materials. Our aluminum frames are manufactured from 75% post consumer/post industrial recycled aluminum. In coordination with our vendors, LOFTwall recycles all aluminum, cardboard, and steel accumulated from our internal manufacturing process. LOFTwall has eliminated harmful VOC's produced from liquid paints and spray adhesives, through the use of water based/applied adhesives and powder coating finishes. Powder coating was developed as an environmentally

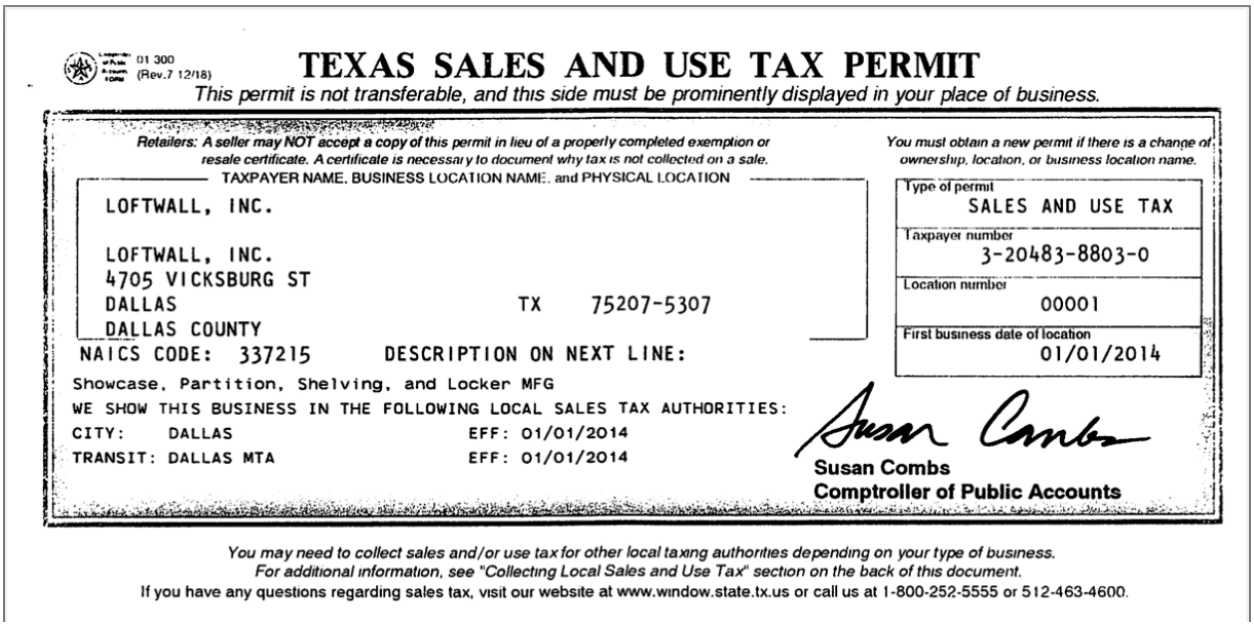
Anti-Discrimination Policy (if applicable)

Ø Describe your organizations' anti-discrimination policy.

Loftwall is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex (including sexual orientation and gender identity), pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. Loftwall is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.
Loftwall will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The company will take appropriate corrective action, if and where warranted. Loftwall prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

Vendor Certifications (if applicable)

Ø Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



01 300 (Rev.7 12/18)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

LOFTWALL, INC.

LOFTWALL, INC.
4705 VICKSBURG ST
DALLAS TX 75207-5307
DALLAS COUNTY

NAICS CODE: 337215 DESCRIPTION ON NEXT LINE:
Showcase, Partition, Shelving, and Locker MFG

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:
CITY: DALLAS EFF: 01/01/2014
TRANSIT: DALLAS MTA EFF: 01/01/2014

Type of permit: SALES AND USE TAX
Taxpayer number: 3-20483-8803-0
Location number: 00001
First business date of location: 01/01/2014

Susan Combs
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business.
For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.
If you have any questions regarding sales tax, visit our website at www.window.state.tx.us or call us at 1-800-252-5555 or 512-463-4600.

Tab 5 – Products and Services

Warranty

A Limited Lifetime Warranty applies to all products manufactured by Loftwall. Warranty is given to the initial purchaser and is valid for as long as the product is owned by the initial purchaser. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during
the ownership of the original purchaser. If a product is defective, and if written notice of the defect is provided to manufacturer, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Defective product shall be returned at the discretion of Loftwall, and all returns must be authorized in writing in advance including a Return Materials Authorization Number. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion. The limited Lifetime Warranty applies to all products or situations except as listed below:

This warranty does not apply to damage caused by a carrier's alterations to the product expressly authorized by Loftwall. It also does not apply to "Customer's Own Material" (i.e. material supplied by the customer that is not a standard Loftwall product offering) used in the manufacturing of Loftwall products. Loftwall does not warranty the matching of
color, grain or texture except to within commercially acceptable standards. A product will not be considered defective and Loftwall will not be obligated to replace it, if the product is not installed or used as recommended by Loftwall.

DELIVERY INSPECTION

Failure to inspect product at time or receipt, note damages on delivery receipt and/or notify Loftwall of damages within 7 days of the original date of receipt constitutes acceptance of products and a waiver of all claims. Neither Loftwall nor the carrier will be responsible for concealed damage claims if shipments are left

unopened. Concealed damage must be reported within 30 days from delivery to be valid. Any concealed damage reported after 30 days will not be accepted by Loftwall and is the responsibility of the customer. Any damages found during inspection must be clearly noted on the delivery receipt. The carriers should be notified, and all packages left in original condition as received for inspection from carrier. Loftwall factory should be notified immediately. Loftwall will notify the carrier in the event of a freight damage claim.

ORDERS APPROVED FOR RETURN
An RMA (Return Materials Authorization) is required for return. All products must be packed as they originally received and returned freight prepaid to our factory unless otherwise noted on RMA. Customer is responsible for any additional damages in transit due to improper packaging.

Furniture categories. List all categories along with manufacturer that you are responding with:

Cafeteria
Classroom / Educational / Dormitory
Healthcare / Medical / Therapy Practices
Lounge / Reception
Science Lab
Meeting / Conference Room
Room Dividers
Private Offices
Writable Walls
Freestanding Wall / Office Systems
Telephone Rooms
Meeting Pods
Clear Walls
Custom Walls
Computer Lal

Tab 8 – Value Added Products and Services

LOFTWALL CUSTOMER SERVICE:

We pride ourselves in having a company-wide team who is involved in customer service from our Headquarters to our Sales Representative Groups.

CUSTOM:

We offer various custom products that are priced separately, making our products different from our competitors able to offer custom paint, custom dimensions on certain products, custom graphics, custom fabrics, and custom laminate finishes.

WEBSITE:

Our website offers multiple added services to help make any ordering process easy. (As Listed Below)

TESTIMONIALS:

Our website offers case studies of testimonials from multiple different companies that are using our product to show how our product is beneficial for them.

QUOTE:

Our website makes our quoting process easier by offering a Builder that helps the customer build what they're looking for, and it sends directly to our quotes/sales team so they can further assist in the process.

RESOURCES:

Our website offers unlimited resources supplying downloadable instructions, videos of step by step instructions. Access to the multiple finishes we have. Allows you to find a local Sales Rep/Showcase Dealer.

PHOTOS:

Our website allows access to pictures of projects we have been a part of. Along with photos of custom graphics, custom panels, etc.

ADDITIONAL PRODUCT:

These products below aren't considered wall systems but are great to enhance any space. Loftwall will make all new products available to NCPA and its end users for purchase with this contract.

Shelter / Parallel

Add privacy to any table or desk. These products clamp on to the sides or rear lip of the desk.

Glide

Overhead mounted sliding screen system. For closets, doorways or open spaces.

Tab 9 – Innovation

Please provide details of your most recent innovation and how it affected sales in the public sector.

Rooms:

Rooms is our most versatile architectural solution to date. Offering several sizes of panel to create nearly any width and accommodate the needs of any layout. Rooms gives entities the tools needed to create space for pods, small groups, large groups, and unique spaces using Shapes. With a height of 92”, Rooms gives entities maximum privacy while avoiding the hassles of permits and general contractors. Used in conjunction with our recently released line of new acoustic felt colors, Rooms gives entities 36 finish options to add an accent, or maintain neutrality in their space.

Currently in use at the USDA, Texas A&M University, and New York County Family Courts, Rooms has begun making its way into use in the public sector, with many more projects in the pipeline.

Please outline your timeline for future innovation.

New Categories:

We are actively developing solutions to deliver more privacy throughout the modern workplace. Ceiling mounted acoustic solutions, active noise cancellation, and acoustic wall coverings are specific areas that we are developing currently. We plan to introduce innovations in these categories throughout the remainder of 2022 and into 2023.

New Fabrics/Finishes:

We are always in search of superior materials with a great sustainability story. Currently, we're working with domestic suppliers on elevated acoustic fabrics to use throughout many of our products (most notably, Rooms). Our Product Development

team is evaluating new materials, methods, and assemblies on a monthly basis and works to rapidly deploy these to our thousands of customers once they've passed our rigorous development process.

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, September 1st, 2022

Loftwall
ATTN: Stephanie Restivo
2617 N Great SW Pkwy, Ste 100
Grand Prairie, TX 75050

Dear Stephanie:

Region XIV Education Service Center is happy to announce that Loftwall has been awarded an annual contract for Furniture based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on September 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Loftwall.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact m at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Loftwall, Inc.
ATTN: Tony Pierce
4705 Vicksburg St.
Dallas, TX 75207

Re: Annual Renewal of NCPA contract #07-58

Dear Tony:

Region XIV Education Service Center is happy to announce that Loftwall, inc.has been awarded an annual contract renewal Moveable Wall Systems based on the proposal submitted to Region XIV ESC.

The contract will expire on March 31st, 2024, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

FOR THE RECORD

All times ET

MLB

AMERICAN LEAGUE

East Division

	W	L	Pct	GB
New York	44	16	.733	–
Toronto	35	24	.593	8½
Tampa Bay	35	25	.583	9
Boston	32	29	.525	12½
Baltimore	26	35	.426	18½

Central Division

	W	L	Pct	GB
Minnesota	35	27	.565	–
Cleveland	29	27	.518	3
Chicago	27	31	.466	6
Detroit	24	35	.407	9½
Kansas City	20	39	.339	13½

West Division

	W	L	Pct	GB
Houston	37	23	.617	–
Texas	28	31	.475	8½
Los Angeles	29	33	.468	9
Seattle	27	33	.450	10
Oakland	21	41	.339	17

Sunday's Games
Cleveland 6, Oakland 3
Toronto 6, Detroit 0
N.Y. Yankees 18, Chicago Cubs 4
Tampa Bay 6, Minnesota 0
Houston 9, Miami 4
Baltimore 10, Kansas City 7
Texas 8, Chicago White Sox 6, 12 innings
Boston 2, Seattle 0
N.Y. Mets 4, L.A. Angels 1

Monday's Games
Baltimore at Toronto
Chicago White Sox at Detroit
Houston at Texas
Kansas City at San Francisco
Minnesota at Seattle

Tuesday's Games
Tampa Bay (Kluber 3-2) at N.Y. Yankees (Cole 5-1), 7:05 p.m.
Baltimore (Lyles 3-5) at Toronto (Kikuchi 2-2), 7:07 p.m.
Chicago White Sox (Cease 4-3) at Detroit (TBD), 7:10 p.m.
Oakland (Koenig 0-1) at Boston (Pivetta 5-5), 7:10 p.m.
Houston (Urquidy 5-3) at Texas (Dunning 1-4), 8:05 p.m.
Cleveland (Bieber 3-3) at Colorado (Senzatela 2-3), 8:40 p.m.
Kansas City (Bubic 0-3) at San Francisco (Webb 5-2), 9:45 p.m.
L.A. Angels (Syndergaard 4-4) at L.A. Dodgers (Gonsolin 7-0), 10:10 p.m.
Minnesota (Bundy 3-3) at Seattle (Gilbert 6-2), 10:10 p.m.

Wednesday's Games
Chicago White Sox at Detroit, 1:10 p.m.
Houston at Texas, 2:05 p.m.
Kansas City at San Francisco, 3:45 p.m.
Minnesota at Seattle, 4:10 p.m.
Tampa Bay at N.Y. Yankees, 7:05 p.m.
Baltimore at Toronto, 7:07 p.m.
Oakland at Boston, 7:10 p.m.
Cleveland at Colorado, 8:40 p.m.
L.A. Angels at L.A. Dodgers, 10:10 p.m.

NATIONAL LEAGUE

East Division

	W	L	Pct	GB
New York	40	22	.645	–
Atlanta	34	27	.557	5½
Philadelphia	30	30	.500	9
Miami	27	31	.466	11
Washington	23	39	.371	17

Central Division

	W	L	Pct	GB
St. Louis	34	27	.557	–
Milwaukee	34	28	.548	½
Pittsburgh	24	34	.414	8½
Chicago	23	36	.390	10
Cincinnati	21	39	.350	12½

West Division

	W	L	Pct	GB
Los Angeles	37	23	.617	–
San Diego	37	24	.607	½
San Francisco	33	26	.559	3½
Arizona	29	33	.468	9
Colorado	27	34	.443	10½

Sunday's Games
Atlanta 5, Pittsburgh 3
Milwaukee 4, Washington 1
N.Y. Yankees 18, Chicago Cubs 4
Arizona 13, Philadelphia 1
Cincinnati 7, St. Louis 6
Houston 9, Miami 4
Colorado 4, San Diego 2
San Francisco 2, L.A. Dodgers 0
N.Y. Mets 4, L.A. Angels 1

Monday's Games
Atlanta at Washington
Miami at Philadelphia
Pittsburgh at St. Louis
San Diego at Chicago Cubs
Cincinnati at Arizona
Kansas City at San Francisco

Tuesday's Games
Pittsburgh (Brubaker 0-6) at St. Louis (Liberatore 1-1), 1:15 p.m., 1st game
Atlanta (Fried 6-2) at Washington (Strasburg 0-1), 7:05 p.m.
Miami (Rogers 3-5) at Philadelphia (Eflin 2-4), 7:05 p.m.
Milwaukee (Houser 3-6) at N.Y. Mets (Bassitt 4-4), 7:10 p.m.
Pittsburgh (TBD) at St. Louis (Mikolas 4-4), 7:45 p.m., 2nd game
San Diego (TBD) at Chicago Cubs (Hendricks 2-5), 8:05 p.m.
Cleveland (Bieber 3-3) at Colorado (Senzatela 2-3), 8:40 p.m.
Cincinnati (Mahle 2-5) at Arizona (Davies 2-3), 9:40 p.m.
Kansas City (Bubic 0-3) at San Francisco (Webb 5-2), 9:45 p.m.
L.A. Angels (Syndergaard 4-4) at L.A. Dodgers (Gonsolin 7-0), 10:10 p.m.

Wednesday's Games
Miami at Philadelphia, 1:05 p.m.
Cincinnati at Arizona, 3:40 p.m.
Kansas City at San Francisco, 3:45 p.m.
Atlanta at Washington, 7:05 p.m.
Milwaukee at N.Y. Mets, 7:10 p.m.
Pittsburgh at St. Louis, 7:45 p.m.
San Diego at Chicago Cubs, 8:05 p.m.
Cleveland at Colorado, 8:40 p.m.
L.A. Angels at L.A. Dodgers, 10:10 p.m.

NBA

Playoff
NBA FINALS
(Best-of-7; x-if necessary)
Boston 2, Golden State 2
June 2: Boston 120, Golden State 108
June 5: Golden State 107, Boston 88
June 8: Boston 116, Golden State 100
June 10: Golden State 107, Boston 97
Monday: Boston at Golden State
June 16: Golden State at Boston, 9 p.m., ABC
x-June 19: Boston at Golden State, 8 p.m., ABC

WNBA

EASTERN CONFERENCE

	W	L	Pct	GB
Connecticut	10	4	.714	–
Chicago	9	4	.692	½
Washington	9	6	.600	1½
Atlanta	7	6	.538	2½
New York	5	9	.357	5
Indiana	4	12	.250	7

WESTERN CONFERENCE

	W	L	Pct	GB
Las Vegas	11	2	.846	–
Seattle	8	5	.615	3
Dallas	6	7	.462	5
Phoenix	5	8	.385	6
Los Angeles	5	8	.385	6
Minnesota	3	11	.214	8½

Sunday's Games
Chicago 88, New York 86
Seattle 84, Dallas 79
Phoenix 99, Washington 90, OT
Indiana 84, Minnesota 80

Tuesday's Games
Phoenix at Washington, 7 p.m.
Seattle at Minnesota, 9 p.m.

Wednesday's Games
Las Vegas at Dallas, 1 p.m.
Atlanta at Connecticut, 7 p.m.
Phoenix at Indiana, 7 p.m.

Thursday's Game
Washington at New York, 7 p.m.

SOCCER

MLS

EASTERN CONFERENCE

	W	L	T	Pts	GF	GA
New York City FC	8	3	2	26	25	10
Philadelphia	6	1	7	25	19	10
CF Montréal	7	5	2	23	28	26
New York	6	4	5	23	24	17
Orlando City	6	5	3	21	17	20
Charlotte FC	6	8	1	19	15	18
Cincinnati	6	7	1	19	21	25
New England	5	5	4	19	24	24
Inter Miami CF	5	6	3	18	15	22
Columbus	4	5	4	16	17	16
Atlanta	4	5	4	16	20	20
Toronto FC	4	7	3	15	21	27
D.C. United	4	7	2	14	17	23
Chicago	2	7	5	11	13	20

WESTERN CONFERENCE

	W	L	T	Pts	GF	GA
Los Angeles FC	9	3	2	29	29	16
FC Dallas	7	3	4	25	24	13
Real Salt Lake	7	4	4	25	18	19
Austin FC	7	4	3	24	28	18
LA Galaxy	7	5	2	23	17	15
Nashville	6	4	5	23	18	16
Houston	5	6	3	18	17	17
Minnesota United	5	6	3	18	15	15
Colorado	5	6	3	18	16	17
Vancouver	5	7	2	17	16	24
Seattle	5	6	1	16	15	16
Portland	3	6	6	15	21	25
San Jose	3	6	6	15	25	32
Sporting KC	3	9	4	13	14	28

NOTE: Three points for win, one point for tie.

Saturday's Games
Charlotte FC 2, New York 0
San Jose 0, Nashville 0, tie

Sunday's Game
New England 2, Sporting Kansas City 1

Tuesday's Game
Vancouver at Seattle, 10:30 p.m.

Wednesday's Game
Orlando City at New England, 7:30 p.m.

Saturday's Games
Los Angeles FC at Seattle, 3 p.m.
Portland at LA Galaxy, 5 p.m.
Toronto FC at New York, 7 p.m.
Charlotte FC at Columbus, 7:30 p.m.
Austin FC at CF Montréal, 7:30 p.m.
Houston at Orlando City, 7:30 p.m.
Cincinnati at Philadelphia, 7:30 p.m.
D.C. United at Chicago, 8 p.m.
Vancouver at FC Dallas, 9 p.m.
San Jose at Real Salt Lake, 9:30 p.m.

Sunday's Games
Miami at Atlanta, 3 p.m.
Colorado at New York City FC, 5 p.m.
Sporting Kansas City at Nashville, 6 p.m.
Minnesota at New England, 8 p.m.

2022 World Cup Qualifying
EUROPE
Qualified: Belgium, Croatia, Denmark, England, France, Germany, Netherlands, Poland, Portugal, Serbia, Spain, Switzerland, Wales
PLAYOFF
Winners qualify
Thursday, March 24
At Cardiff, Wales
Wales 2, Austria 1
Wednesday, June 1
At Glasgow, Scotland
Ukraine 3, Scotland 1
Sunday, June 5
At Cardiff, Wales
Wales 1, Ukraine 0, Wales qualified
ASIA
Qualified: Australia, Iran, Japan, Saudi Arabia, South Korea
FOURTH ROUND
Winner advances to playoff vs. South America fifth place
Tuesday, June 7
At Al Rayyan, Qatar
Australia 2, United Arab Emirates 1
SOUTH AMERICA-ASIA
PLAYOFF
Winner qualifies
Monday's Game
At Al Rayyan, Qatar
Peru 0, Australia 0, Australia won 5-4 on penalty kicks, Australia qualified
NORTH AND CENTRAL AMERICA AND CARIBBEAN
Qualified: Canada, Mexico, United States
CONCACAF-OCEANIA
PLAYOFF
Winner qualifies
Tuesday's Game
At Al Rayyan, Qatar
Costa Rica vs. New Zealand, 2 p.m.

U.S. Men's Schedule
(Won 5, Lost 2, Tied 2)
q-Jan. 27 – United States 1, El Salvador 0
q-Jan. 30 – Canada 2, United States 0
q-Feb. 2 – United States 3, Honduras 0
q-March 24 – Mexico 0, United States 0
q-March 27 – United States 5, Panama 1
q-March 30 – Costa Rica 2, United States 0
June 1 – United States 3, Morocco 0
June 5 – United States 0, Uruguay 0
a-June 10 – United States 5, Grenada 0
a-Tuesday – vs. El Salvador at San Salvador, 10 p.m.
Sept. 23 – exhibition TBA
Sept. 27 – exhibition TBA
w-Nov. 21 – vs. Wales at Al Rayyan, 2 p.m.
w-Nov. 25 – vs. England at Al Khor, 2 p.m.
w-Nov. 29 – vs. Iran at Doha, Qatar, 2 p.m.
q-World Cup qualifier
a-CONCACAF Nations League
w-World Cup

NWSL

	W	L	T	Pts	GF	GA
San Diego Wave	4	2	3	15	13	8
Chicago	4	1	3	15	12	8
Portland	3	1	4	13	15	7
Angel City FC	4	3	1	13	7	8
Houston	3	2	3	12	11	7
OL Reign	2	2	4	10	6	6
Gotham FC	3	3	0	9	5	6
Washington	1	3	5	8	8	10
Louisville	2	4	2	8	8	12
Kansas City	2	4	2	8	6	11
Orlando	2	4	2	8	9	18
North Carolina	2	3	1	7	9	8

Saturday's Games
North Carolina 3, Washington 2
Angel City FC 3, Louisville 2
Kansas City 1, Gotham FC 0

Sunday's Games
OL Reign 1, San Diego Wave FC 1, tie
Chicago 1, Orlando 0
Portland 4, Houston 0

Friday's Game
Louisville at Washington, 7:30 p.m.

Saturday's Games
Chicago at Kansas City, 8:30 p.m.
Angel City FC at OL Reign, 10 p.m.

Sunday's Games
Orlando at Portland, 3 p.m.
San Diego Wave FC at Gotham FC, 4 p.m.
Houston at North Carolina, 5 p.m.

FOOTBALL

USFL Football League
All games in Birmingham, Ala.

North

	W	L	Pct	PF	PA
x-New Jersey	8	1	.889	206	159
x-Philadelphia	6	3	.667	239	217
Michigan	1	8	.111	178	215
Pittsburgh	1	8	.111	126	210

South

	W	L	Pct	PF	PA
x-Birmingham	8	1	.889	213	151
x-New Orleans	6	3	.667	193	144
Tampa Bay	4	5	.444	144	174
Houston	2	7	.222	176	205

x-clinched playoff spot

Saturday's Games
New Jersey 25 Michigan 23
Houston 17, Birmingham 15

Sunday's Games
New Orleans 17, Tampa Bay 6
Philadelphia 17 Pittsburgh 16

Saturday's Games
Philadelphia vs. New Jersey, Noon
Birmingham vs. Tampa Bay, 4 p.m.

Sunday's Games
Michigan vs. Pittsburgh, Noon
New Orleans vs. Houston, 8:30 p.m.

COLLEGE BASEBALL

Division I Super Regionals
Best of 3
Host school is Game 1 home team; visiting school is Game 2 home team; coin flip determines Game 3 home team
At Lindsey Nelson Stadium
Knoxville, Tenn.
Friday: Notre Dame 8, Tennessee 6
Saturday: Tennessee 12, Notre Dame 4
Sunday: Notre Dame 7, Tennessee 3, Notre Dame advances
At Clark-LeClair Stadium
Greenville, N.C.
Friday: East Carolina 13, Texas 7
Saturday: Texas 9, East Carolina 8
Sunday: Texas 11, East Carolina 1, Texas advances
At Olsen Field at Blue Bell Park, College Station, Texas
Friday: Texas A&M 5, Louisville 4
Saturday: Texas A&M 4, Louisville 3, Texas A&M advances
English Field, Blacksburg, Va.
Friday: Oklahoma 5, Virginia Tech 4
Saturday: Virginia Tech 14, Oklahoma 8
Sunday: Oklahoma 11, Virginia Tech 2, Oklahoma advances
At Klein Field at Sunken Diamond, Stanford, Calif.
Saturday: UConn 13, Stanford 2
Sunday: Stanford 8, UConn 2
Monday: Stanford 10, UConn 5, Stanford advances
At Boshamer Stadium
Chapel Hill, N.C.
Saturday: Arkansas 4, North Carolina 1
Sunday: Arkansas 4, North Carolina 3, Arkansas advances
At Pete Taylor Park
Hattiesburg, Miss.
Saturday: Mississippi 10, Southern Miss 0
Sunday: Mississippi 5, Southern Miss 0, Mississippi advances
At Goss Stadium at Coleman Field, Corvallis, Ore.
Saturday: Auburn 7, Oregon St. 5
Sunday: Oregon St. 4, Auburn 3
Monday: Auburn vs. Oregon St.

AUTO RACING

NASCAR Cup Series
Toyota / Save Mart 350
Sunday
Sonoma Raceway
Sonoma, Calif.
Lap length: 1.99 miles
(Start position in parentheses)
1. (8) Daniel Suárez, Chevrolet, 110 laps, 47 points.
2. (3) Chris Buescher, Ford, 110, 43.
3. (4) Michael McDowell, Ford, 110, 37.
4. (23) Kevin Harvick, Ford, 110, 39.
5. (25) Austin Cindric, Ford, 110, 32.
6. (14) Ryan Blaney, Ford, 110, 32.
7. (7) Ross Chastain, Chevrolet, 110, 30.
8. (2) Chase Elliott, Chevrolet, 110, 29.
9. (20) William Byron, Chevrolet, 110, 28.
10. (22) Brad Keselowski, Ford, 110, 28.
11. (13) Austin Dillon, Chevrolet, 110, 26.
12. (18) Justin Haley, Chevrolet, 110, 32.
13. (15) Chase Briscoe, Ford, 110, 24.
14. (21) Aric Almirola, Ford, 110, 38.
15. (1) Kyle Larson, Chevrolet, 110, 32.
16. (19) Alex Bowman, Chevrolet, 110, 21.
17. (9) Joey Logano, Ford, 110, 39.
18. (11) Kurt Busch, Toyota, 110, 22.
19. (16) AJ Allmendinger, Chevrolet, 110, 0.
20. (17) Joey Hand, Ford, 110, 17.
21. (6) Cole Custer, Ford, 110, 16.
22. (33) Erik Jones, Chevrolet, 110, 15.
23. (34) Ty Dillon, Chevrolet, 110, 14.
24. (24) Todd Gilliland, Ford, 110, 18.
25. (32) Ricky Stenhouse Jr, Chevrolet, 110, 16.
26. (28) Martin Truex Jr, Toyota, 110, 11.
27. (31) Christopher Bell, Toyota, 110, 10.
28. (26) Harrison Burton, Ford, 110, 18.
29. (29) Josh Bilicki, Chevrolet, 110, 0.
30. (12) Kyle Busch, Toyota, 110, 15.
31. (10) Denny Hamlin, Toyota, 110, 6.
32. (36) Cody Ware, Ford, 109, 6.
33. (35) Scott Heckert, Ford, 109, 0.
34. (30) Corey Lajoie, Chevrolet, 101, 3.
35. (5) Tyler Reddick, Chevrolet, 97, 2.
36. (27) Bubba Wallace, Toyota, engine, 9, 1.

IndyCar Sonsio Grand Prix
at Road America
Sunday
Road America, Plymouth, Wis.
Lap length: 4.014 miles
(Start position in parentheses)
1. (2) Josef Newgarden, Chevrolet, 55 laps, Running.
2. (4) Marcus Ericsson, Honda, 55, Running.
3. (1) Alexander Rossi, Honda, 55, Running.
4. (6) Romain Grosjean, Honda, 55, Running.
5. (11) Colton Herta, Honda, 55, Running.
6. (7) F. Rosenqvist, Chevrolet, 55, Running.
7. (8) S. McLaughlin, Chevrolet, 55, Running.
8. (22) Graham Rahal, Honda, 55, Running.
9. (9) Scott Dixon, Honda, 55, Running.
10. (13) C. Lundgaard, Honda, 55, Running.
11. (12) Callum Ilott, Chevrolet, 55, Running.
12. (10) Simon Pagenaud, Honda, 55, Running.
13. (20) Jack Harvey, Honda, 55, Running.
14. (18) Conor Daly, Chevrolet, 55, Running.
15. (19) Takuma Sato, Honda, 55, Running.
16. (14) David Malukas, Honda, 55, Running.
17. (17) Rinus VeeKay, Chevrolet, 55, Running.
18. (21) D. DeFrancesco, Honda, 55, Running.
19. (15) Will Power, Chevrolet, 55, Running.
20. (24) K. Kirkwood, Chevrolet, 55, Running.
21. (27) , Chevrolet, 55, Running.
22. (16) H. Castroneves, Honda, 55, Running.
23. (23) D. Kellett, Chevrolet, 55, Running.
24. (26) Jimmie Johnson, Honda, 54, Running.
25. (25) T. Calderon, Chevrolet, 54, Running.
26. (5) Pato O'Ward, Chevrolet, 46, DNF.
27. (3) Alex Palou, Honda, 36, DNF.

SUNDAY GOLF

PGA Tour RBC Canadian Open
St. George's G&CC, Toronto
Purse: $8.7 million
Yardage: 7,014; Par: 70
Final Round
Rory McIlroy (500), $1,566,000 ..... 66-68-65-62–261 (-19)
Tony Finau (300), $948,300 ..... 66-71-62-64–263 (-17)
Justin Thomas (190), $600,300 ..... 69-69-63-64–265 (-15)
Sam Burns (123), $391,500 ..... 67-69-65-65–266 (-14)
Justin Rose (123), $391,500 ..... 69-70-67-60–266 (-14)
Corey Conners (100), $315,375 ..... 71-69-66-62–268 (-12)
Wyndham Clark (85), $273,325 ..... 63-70-68-69–270 (-10)
Chris Kirk (85), $273,325 ..... 69-69-66-66–270 (-10)
Keith Mitchell (85), $273,325 ..... 67-67-70-66–270 (-10)
Matt Fitzpatrick (70), $219,675 ..... 64-70-70-67–271 (-9)
Danny Lee (70), $219,675 ..... 68-69-69-65–271 (-9)
Shane Lowry (70), $219,675 ..... 67-69-69-66–271 (-9)
Austin Cook (55), $160,515 ..... 71-64-68-69–272 (-8)
Kelly Kraft (55), $160,515 ..... 69-69-70-64–272 (-8)
Aaron Rai (55), $160,515 ..... 69-70-67-66–272 (-8)
Brendon Todd (55), $160,515 ..... 69-69-68-66–272 (-8)
Harold Varner III (55), $160,515 ..... 65-72-68-67–272 (-8)
Doug Ghim (47), $123,975 ..... 65-71-68-69–273 (-7)
Patrick Rodgers (47), $123,975 ..... 67-69-72-65–273 (-7)
Scottie Scheffler (47), $123,975 ..... 69-67-71-66–273 (-7)
Adam Long (40), $94,830 ..... 70-67-67-70–274 (-6)
Scott Piercy (40), $94,830 ..... 70-70-66-68–274 (-6)
Alex Smalley (40), $94,830 ..... 67-67-67-73–274 (-6)
Adam Svensson (40), $94,830 ..... 72-68-67-67–274 (-6)
John Huh (34), $71,485 ..... 69-69-72-65–275 (-5)
Jim Knous (34), $71,485 ..... 67-67-69-72–275 (-5)
Sebastian Munoz (34), $71,485 ..... 69-70-65-71–275 (-5)
Jonas Blixt (27), $57,047 ..... 67-74-70-65–276 (-4)
Emiliano Grillo (27), $57,047 ..... 70-70-67-69–276 (-4)
Mackenzie Hughes (27), $57,047 ..... 66-75-68-67–276 (-4)
Hank Lebioda (27), $57,047 ..... 69-70-71-66–276 (-4)
Chase Seiffert (27), $57,047 ..... 69-70-67-70–276 (-4)
Nick Taylor (27), $57,047 ..... 70-68-67-71–276 (-4)
Danny Willett (27), $57,047 ..... 71-68-72-65–276 (-4)
Ryan Armour (17), $39,730 ..... 72-66-68-71–277 (-3)
Adam Hadwin (17), $39,730 ..... 69-70-69-69–277 (-3)
Nick Hardy (17), $39,730 ..... 68-73-65-71–277 (-3)
Charley Hoffman (17), $39,730 ..... 68-68-71-70–277 (-3)
Justin Lower (17), $39,730 ..... 70-68-70-69–277 (-3)
Ryan Moore (17), $39,730 ..... 69-69-69-70–277 (-3)
Seung-Yul Noh (17), $39,730 ..... 69-70-68-70–277 (-3)
Matt Wallace (17), $39,730 ..... 70-66-70-71–277 (-3)
Vince Whaley (17), $39,730 ..... 72-69-67-69–277 (-3)
Mark Hubbard (12), $30,015 ..... 67-73-72-66–278 (-2)
Austin Smotherman (12), $30,015 ..... 72-68-70-68–278 (-2)
Paul Barjon (10), $26,535 ..... 72-67-70-70–279 (-1)
Carlos Ortiz (10), $26,535 ..... 67-73-69-70–279 (-1)
Aaron Cockerill (9), $22,568 ..... 70-68-73-69–280 (E)
Lee Hodges (9), $22,568 ..... 66-70-77-67–280 (E)
Cameron Smith (9), $22,568 ..... 76-65-68-71–280 (E)
Brandt Snedeker (9), $22,568 ..... 68-70-72-70–280 (E)
Vaughn Taylor (9), $22,568 ..... 68-70-75-67–280 (E)
Brett Drewitt (6), $20,387 ..... 71-70-69-71–281 (+1)
Ben Martin (6), $20,387 ..... 71-66-73-71–281 (+1)
Robert Streb (6), $20,387 ..... 69-70-71-71–281 (+1)
Sahith Theegala (6), $20,387 ..... 71-70-67-73–281 (+1)
Bo Van Pelt (6), $20,387 ..... 71-69-65-76–281 (+1)

LPGA Tour
ShopRite LPGA Classic presented by Acer
Bay Course, Galloway, N.J.
Purse: $1.8 million
Yardage: 6,190; Par: 71
Final Round
(x-won on first playoff hole)
x-Brooke Henderson, $262,500 ..... 67-70-64–201 (-12)
Lindsey Weaver-Wright, $161,223 ..... 68-68-65–201 (-12)
Jodi Ewart Shadoff, $116,956 ..... 68-67-67–202 (-11)
Lydia Ko, $81,648 ..... 71-65-67–203 (-10)
Albane Valenzuela, $81,648 ..... 70-66-67–203 (-10)
Marina Alex, $51,049 ..... 67-70-67–204 (-9)
Nasa Hataoka, $51,049 ..... 68-68-68–204 (-9)
Brittany Lincicome, $51,049 ..... 69-68-67–204 (-9)
Celine Boutier, $36,043 ..... 70-72-63–205 (-8)
Brittany Lang, $36,043 ..... 69-69-67–205 (-8)
Jenny Shin, $36,043 ..... 69-70-66–205 (-8)
Lauren Coughlin, $29,010 ..... 69-65-72–206 (-7)
Morgane Metraux, $29,010 ..... 68-67-71–206 (-7)
Jennifer Song, $29,010 ..... 71-69-66–206 (-7)
Inbee Park, $24,891 ..... 71-69-67–207 (-6)
Sung Hyun Park, $24,891 ..... 68-69-70–207 (-6)
Chella Choi, $20,037 ..... 71-69-68–208 (-5)
Hye Jin Choi, $20,037 ..... 69-70-69–208 (-5)
Frida Kinhult, $20,037 ..... 66-67-75–208 (-5)
Jin Young Ko, $20,037 ..... 67-71-70–208 (-5)
Jeongeun Lee6, $20,037 ..... 68-71-69–208 (-5)
Wichanee Meechai, $20,037 ..... 70-69-69–208 (-5)
Hinako Shibuno, $20,037 ..... 71-70-67–208 (-5)
Kelly Tan, $20,037 ..... 74-67-67–208 (-5)
Stephanie Kyriacou, $15,932 ..... 65-73-71–209 (-4)
Caroline Masson, $15,932 ..... 68-71-70–209 (-4)
Su-Hyun Oh, $15,932 ..... 69-68-72–209 (-4)
Jasmine Suwannapura, $15,932 ..... 70-70-69–209 (-4)
Dottie Ardina, $11,420 ..... 67-71-72–210 (-3)
Jennifer Chang, $11,420 ..... 73-68-69–210 (-3)
Peiyun Chien, $11,420 ..... 72-68-70–210 (-3)
Jenny Coleman, $11,420 ..... 72-68-70–210 (-3)
Isi Gabsa, $11,420 ..... 74-64-72–210 (-3)
Nuria Iturrioz, $11,420 ..... 70-71-69–210 (-3)
Gina Kim, $11,420 ..... 71-70-69–210 (-3)
Jeong Eun Lee5, $11,420 ..... 68-71-71–210 (-3)
Stacy Lewis, $11,420 ..... 72-68-70–210 (-3)
Yu Liu, $11,420 ..... 69-72-69–210 (-3)
Pornanong Phatlum, $11,420 ..... 74-67-69–210 (-3)
Robynn Ree, $11,420 ..... 70-70-70–210 (-3)
Emma Talley, $11,420 ..... 69-73-68–210 (-3)
Aditi Ashok, $7,021 ..... 71-71-69–211 (-2)
Cydney Clanton, $7,021 ..... 71-71-69–211 (-2)
Karis Davidson, $7,021 ..... 73-68-70–211 (-2)
Perrine Delacour, $7,021 ..... 70-71-70–211 (-2)
Ayaka Furue, $7,021 ..... 69-72-70–211 (-2)
Bronte Law, $7,021 ..... 73-68-70–211 (-2)
Ruixin Liu, $7,021 ..... 69-69-73–211 (-2)
Anna Nordqvist, $7,021 ..... 72-70-69–211 (-2)
Kaitlyn Papp, $7,021 ..... 71-71-69–211 (-2)
Bailey Shoemaker, $0 ..... 73-68-70–211 (-2)
Lauren Stephenson, $7,021 ..... 72-68-71–211 (-2)
Dewi Weber, $7,021 ..... 69-70-72–211 (-2)
Maisie Filler, $0 ..... 70-70-72–212 (-1)
Muni He, $4,881 ..... 71-69-72–212 (-1)
Caroline Inglis, $4,881 ..... 69-70-73–212 (-1)
Sarah Kemp, $4,881 ..... 71-70-71–212 (-1)
Cristie Kerr, $4,881 ..... 68-72-72–212 (-1)
A Lim Kim, $4,881 ..... 73-69-70–212 (-1)
Giulia Molinaro, $4,881 ..... 72-70-70–212 (-1)
Paula Reto, $4,881 ..... 71-70-71–212 (-1)
Sarah Jane Smith, $4,881 ..... 70-71-71–212 (-1)
Klara Spilkova, $4,881 ..... 72-68-72–212 (-1)
Alana Uriell, $4,881 ..... 71-67-74–212 (-1)
Haru Nomura, $4,105 ..... 70-70-73–213 (E)
Anne Van Dam, $4,105 ..... 73-69-71–213 (E)

COLLEGE SOFTBALL

USA TODAY/NFCA Coaches Poll

	Pts	W-L	Prv
1 Oklahoma (31)	800	59-3	1
2 Texas	766	47-22-1	16
3 UCLA	725	51-10	5
4 Oklahoma State	716	48-14	6
5 Florida	657	49-19	12
6 Northwestern	625	45-13	10
7 Arizona	591	39-22	NR
8 Oregon State	552	39-22	NR
9 Arkansas	535	48-11	4
10 Virginia Tech	517	46-10	3
11 Arizona State	482	43-11	8
12 Duke	424	44-11	9
13 Florida State	390	54-7	2
14 UCF	362	46-12	18
15 Washington	314	38-17	11
16 Clemson	306	42-17	14
17 Alabama	275	44-13	7
18 Stanford	264	39-22	NR
19 Mississippi State	250	37-27	NR
20 Tennessee	215	41-18	13
21 Kentucky	200	37-19	15
22 Georgia	130	40-16	19
23 Missouri	104	35-20	20
24 Auburn	67	40-17	17
25 Oregon	52	33-19	23

Dropped out: No. 21 Notre Dame, No. 22 LSU, No. 24 Michigan, No. 25 Nebraska
Others receiving votes: Michigan (24), Notre Dame (14), Nebraska (12), LSU (11), Louisiana (9), San Diego State (7), Ole Miss (4).
The 2022 USA Today / NFCA Division I Top 25 Coaches Poll is voted on by 32 NCAA Division I head coaches with one representing each of the NCAA's Division I Conferences. Records reflect games played through June 9, 2022.

DEALS

BASEBALL

Major League Baseball
American League
BALTIMORE ORIOLES – Selected the contract of RHP Rico Garcia and OF Kyle Stowers from Norfolk (IL). Placed LHP Keegan Akin and OF Anthony Santander on the restricted list. Cleared INF Chris Owings from waivers then released.
CHICAGO WHITE SOX – Reinstated RHP Lance Lynn from the 60-day IL. Placed C Yasmani Grandal on the 10-day IL, retroactive to June 12. Placed RHP Ryan Burr on unconditional waivers for the purpose of granting his release.
MINNESOTA TWINS – Optioned RHP Cole Sands to St. Paul (IL). Selected the contract of INF Elliot Soto from St. Paul.
TEXAS RANGERS – Recalled OF Leody Taveras from Round Rock (PCL). Placed OF Eli White on the 10-day IL.

National League
CHICAGO CUBS – Selected the contract of LHP Eric Stout from Iowa (IL). Designated LHP Sean Newcomb for assignment.
PITTSBURGH PIRATES – Recalled INF Hoy Park and OF Canaan Smith-Njigba from Indianapolis (IL). Optioned OF Travis Swaggerty and LHP Aaron Fletcher to Indianapolis.

FOOTBALL

National Football League
BALTIMORE RAVENS – Signed P Jordan Stout.
BUFFALO BILLS – Signed OL Greg Van Roten to a one-year contract.
GREEN BAY PACKERS – Signed WR Allen Lazard to his restricted free agent tender.
MINNESOTA VIKINGS – Signed OLB Andre Mintze.
NEW ENGLAND PATRIOTS – Signed WR Jakobi Meyers to his restricted free agent tender.
WASHINGTON COMMANDERS – Waived DB Will Adams and K Brian Johnson.

SOCCER

Major League Soccer
LOS ANGELES FC – Signed D Giorgia Chiellini through 2023 to an international roster slot using targeted allocation money (TAM) pending receipt of his P1-visa and international transfer certificate (ITC).
NEW YORK FC – Announced HC Ronny Deila departed and joined Standard Liege (Belgian League) as head coach. Named Nick Cushing interim head coach.

COLLEGE

RICE – Named Brandon Schoeneck men's basketball strength and conditioning coach.
WISCONSIN – Named Joe Krabbenhoft men's basketball head coach.

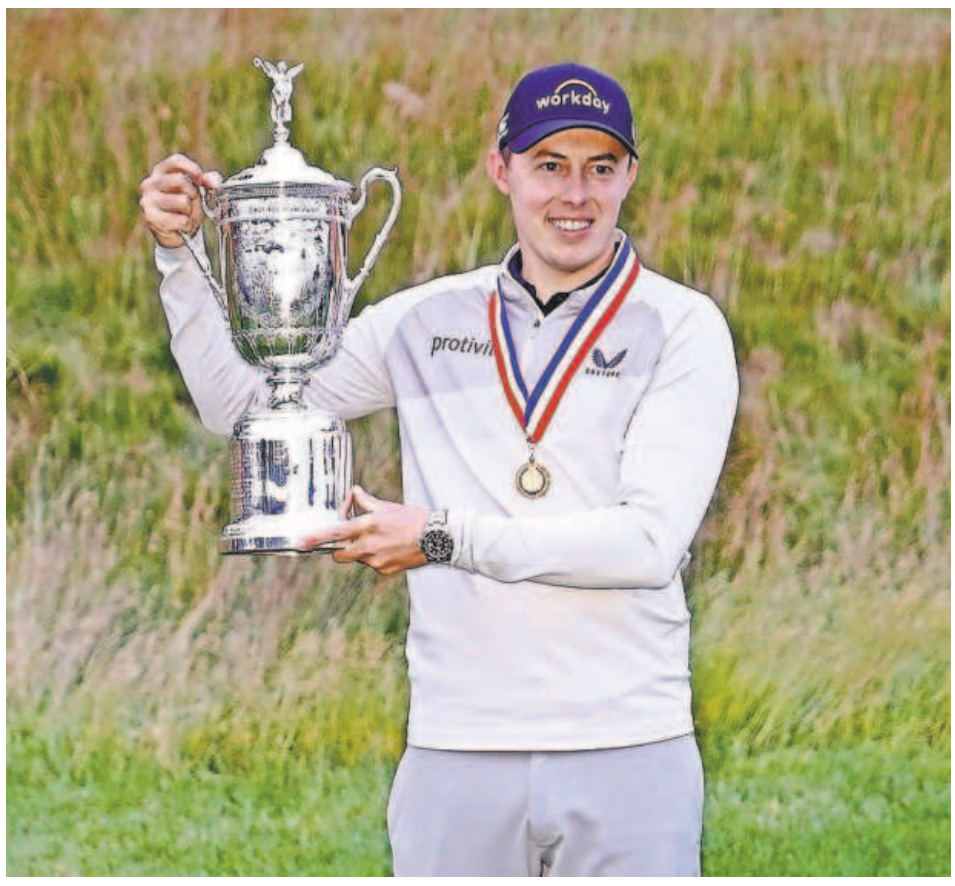
NHL

Stanley Cup Playoff
FINALS
(Best-of-7; x-if necessary)
Colorado vs. Tampa Bay
Wednesday: Tampa Bay at Colorado, 8 p.m.
Saturday: Tampa Bay at Colorado, 8 p.m.
June 20: Colorado at Tampa Bay, 8 p.m.
June 22: Colorado at Tampa Bay, 8 p.m.
x-June 24: Tampa Bay at Colorado, TBA
x-June 26: Colorado at Tampa Bay, TBA
x-June 28: Tampa Bay at Colorado,

US OPEN 5 THINGS WE LEARNED FROM SUNDAY

Fitzpatrick's work ethic pays off

David Dusek
Golfweek | USA TODAY Network



With his victory in the U.S. Open, Englishman Matt Fitzpatrick has risen from No. 18 to No. 10 in the Official World Golf Ranking. PETER CASEY/USA TODAY SPORTS

BROOKLINE, Mass. – On a chilly, overcast New England day, the lead at the 122nd U.S. Open went back and forth throughout the afternoon.

Matt Fitzpatrick, Will Zalatoris and Scottie Scheffler all reached 6 under during their rounds at The Country Club on Sunday, but only one of them, the Englishman who won the 2013 U.S. Amateur at this course, was able to finish there.

Fitzpatrick becomes the third golfer to win a U.S. Amateur and U.S. Open on the same course, joining Jack Nicklaus at Pebble Beach and Juli Inkster at Prairie Dunes.

Here are five things we learned on Sunday at The Country Club.

Fitzpatrick did it the hard way

Last year, Jon Rahm, one of the most powerful players in golf, won the U.S. Open at Torrey Pines. The year before that, it was Bryson DeChambeau, one of the biggest hitters on the PGA Tour (or LIV Series starting in a few weeks). The year before that, Gary Woodland, another power player, won the U.S. Open at Pebble Beach.

Matt Fitzpatrick has always been an outstanding putter and possessed a solid short game but recently has gotten longer off the tee.

"(My coach and biomechanist Sasho Mackenzie) gave me this speed stick called The Stack. I've been doing that religiously week in and week out," Fitzpatrick said Sunday evening. "It's like going to the gym basically. It's like a training program. I'll be honest, it's worked wonders.

"I feel like maybe three years ago if I was in this position, four years ago, and I was playing with Will in the final group, I'd be concerned that I'm going to be 15, 20 behind him. And I felt comfortable all day that I was going to be past him, which to me gives me confidence obviously going into the next shot knowing that you've got less club."

During the 2018-19 PGA Tour season, Fitzpatrick ranked 151st in driving distance on Tour (287.9 yards per drive), but this season he is up to 298 yards. That's still 108th, but he ranks 40th in driving accuracy, so while he's 11 yards longer, he still hits about 65% of the fairways.

On demanding golf courses like Southern Hills last month during the PGA Championship and this past week at The Country Club, which featured thick rough and fescue along the fairways, he ranked fifth in driving accuracy and was 36th in driving average at 309 yards.

Fitzpatrick is also legendary on tour for his work ethic. He has tracked every shot he has hit in competition and practice rounds for the last 12 years. If he continues to put in the work, more victories could be on the way.

Zalatoris has the pieces but hasn't put them together – yet

It was an odd day for Will Zalatoris because his putter made up for shortcomings off the tee and from the fairway. Typically, that's not the case.

Zalatoris hit just seven of 14 fairways on Sunday, contributing to only 11 of 18 greens in regulation. He came into the U.S. Open ranked No. 1 in strokes gained off the tee. It's tough to win a tournament, especially a major championship, if the foundation of your game doesn't show up on Sunday.

"Considering where I drove it today, the fact I was even under par was obviously pretty nice," Zalatoris said after signing for his 69. "I thought I made a lot of nice putts just to keep myself in it. Stealing one on 9, saving par on 13. I really felt great with the putter all week, and I hit a great putt on 18. It just happened to hang out there."

This is now three close calls in major championships for Zalatoris. He was the runner-up at the 2021 Masters, lost in a playoff last month at the PGA Championship and tied for second at the U.S. Open. He has the prototypical modern game but must put the pieces together for four rounds if he wants to win. He's 160th on the PGA Tour in strokes gained putting (0.227). If he can improve that and just become a tour-average putter, so his putting doesn't cancel out his excellent iron play, he will have a long and successful career.

LIV Golf Series may not be good preparation for majors

At the start of the U.S. Open, there were 14 golfers who either played in the first LIV Series event in London or who announced they are going to play LIV Series events in the future, but none of them were in real contention by Sunday, and most of them missed the cut. Dustin Johnson, the 2016 U.S. Open winner, was the "Low LIV" at 2 over through 54 holes, and he finished Sunday at 4 over (T-24).

The PGA Tour has suspended its members who played in the LIV Series event in London, and golfers who play at the end of June in the next LIV Series event will also assuredly get indefinitely suspended by Jay Monahan, which will dramatically reduce playing opportunities in big events and against elite fields. Remember, LIV Series events are 54 holes, and there is no cut, so while they are lucrative, they may not be the best place for a golfer to get sharp before a major championship. The tough questions about being involved with Saudi Arabia will also surely be a distraction for LIV Series players in majors to come.

USGA really doesn't want a repeat of Shinnecock or Olympic

The Country Club proved to be an excellent venue for the United States Golf Association, and thanks to the wind and cool temperatures provided by Mother Nature, the course was as challenging to play as it was beautiful to see.

After Friday's round, some golf lovers were concerned that 23 golfers were under par. For them, carnage and struggle are what the U.S. Open is all about, but it's now clear that if the USGA is going to make a mistake when setting up courses, it will err on the conservative side. The fairways were narrow, the greens were fast and the rough was thick and lush, but the classic venue never felt tricked out or over the top.

On Wednesday, USGA CEO Mike Wahn talked with the media about anchor sites for USGA national championships, with Pinehurst, Oakmont and Pebble Beach already locked in for numerous events well into the 2040s.

The Country Club should be added to that list. Now.

No one should ever quit at a U.S. Open

It's cliché, but you can win if you make the cut at the U.S. Open. And if you don't win, you can still make a big move.

Hideki Matsuyama and Collin Morikawa did not win this week, but they shot the day's low rounds on Sunday, a 65 and a 66, respectively, and raced up the leaderboard. Both started the day at 2 over par, six shots off the lead, and Matsuyama finished in solo fourth. Morikawa finished in a tie for fifth.

It would be easy to feel dejected on a difficult course like The Country Club, as we saw when Grayson Murray threw his putter and then snapped an iron over his knee, but moves can be made. It felt like the crowd in Boston was trying to will McIlroy up the leaderboard, and while he fell short of winning his second U.S. Open, he finished tied for fifth with Morikawa.

Next year, when you are filling out your U.S. Open pool, remember to pick grinders.

Umpires

Continued from Page 8C

and more a concern with rules."

Until the technical kinks are smoothed out and stakeholders agree the time has come for automation, MLB will be wedded to its "blues." That includes the Cuba-born Hernandez, who unsuccessfully sued MLB for discrimination, claiming he was denied crew chief and postseason assignments based on his race and not performance.

In 2023, Hernandez will mark his 30th anniversary as an MLB umpire

To the players?

Mention his name in private and the reaction is largely ambivalent. "Just another guy," says one pitcher. "If he's working a game in Seattle and I'm here, I'm not thinking about him," offers another.

A hitter opts to cut the conversation short rather than opine. "The game's hard," says one player, letting his forthcoming silence tell plenty about his feelings for Hernandez. "We'll leave it at that."

Factoring temporary call-ups and other substitutes, players will deal with roughly 100 umps behind the plate. The greater enemy, always, is the grind, and within that the hope that over six months and up to 700 plate appearances, the good and bad calls will be a wash come October.

"If your team is winning and you're playing well, it's like all right, whatever, they'll even out," says Rockies third baseman Ryan McMahon. "And if it's going bad, it's like ah, you're getting screwed all the time. But they do even out more than people realize."

"In sports, human error needs to be a thing," says Bassitt. "I think that's what makes the sports in general beautiful is that there is human error, not just from the athletes but the people umpiring and officiating, managers calling the game, general managers ... everybody makes mistakes.

"We're all human. We're all trying to do our best. And I think that's the beauty in it all."

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NOTICES

PUBLIC NOTICE

Notice to Bidders

Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

- Affiliate Compliance Management #29-22
- Bulk Fuel #31-22
- Compliance and Cost-Containment Strategy and Management of Healthcare Costs #26-22
- Curb Management Technology #27-22
- ERP Software and Implementation Services #33-22
- Furniture #24-22
- Integrated Security Technologies and Safety Systems Products and Services #28-22
- Roadway Maintenance Equipment and Supplies #23-22
- School Transportation for Students with Special Needs #32-22
- Software as a Solution for Infrastructure Projects #30-22
- Traffic Control, Enforcement, & Signal Preemption Equipment #25-22

Due Thursday, July 21, 2022 at 2:00 pm CST

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at **ncpa.bonfirehub.com.**

NCPA To request a copy of specifications, please visit NCPA's website **www.ncpa.us**.

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Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than August 9, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

PUBLIC NOTICE

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I, PRINCY ABHI GANDHI have changed my name to PRINCY MUKESHKUMAR SHAH due to the divorce.

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

MICHAEL LUNA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Michael J. Luna

Signature of vendor doing business with the governmental entity

1/12/2023

Date

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, July 18, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Manuel Chacon, Director of Communications and Marketing

Subject: Agenda Item for the City Commission meeting of Tuesday, August 1, 2023 "Consideration and Action for the Furniture, Fixtures and Equipment for the CMD Building

At the request Mr. Manuel Chacon, Director of Communications and Marketing, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §252.022-(12) (D) Various Cooperative agreements. (Exhibit A).

The Cooperative proposal satisfies Texas Local Government Code Section §252.022-(12) (D) General Exemptions "under an Interlocal contract for cooperative purchasing administered by a regional planning commission established under chapter 391; provides good

PROCUREMENT SUMMARY: Texas Wilson is eligible under this procurement for Furniture, Fixtures and Equipment for the CMD Building in the amount of $162,477.34. (Exhibit A)

TEXASWILSON
makingspaceswork

texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 149857

Quote Date 07/24/23
Customer BROW40
Terms PER CUSTOMER PO
Account Representative GLORIA RIVAS

Quote To

ACCOUNTS PAYABLE
CITY OF BROWNSVILLE
PO BOX 911
Brownsville TX 78520

Ship To

CITY OF BROWNSVILLE
PO BOX 911
Brownsville TX 78520

Phone +1 (956) 548-6031
ACCOUNTSPAYABLE@brownsvilletx.gov

EL Nido_Final Quote Combined 7-21-2023

STEELCASE SOURCEWELL Contract #121919-STI used for pricing on this quote.

Kimball OMNIA contract # 2019.001896 used for pricing on this quote.

AMQ Omnia contract - Steelcase - Omnia Partners Contract #2019.001899 is used for pricing on this quote.

SITONIT OMNIA Contract PROMO TVR #: 939250; March 1, 2023 - Sept 1, 2023. 2023 OMNIA Promo used for pricing on this quote.

Loftwall - NCPA Contract#: 07-102 was used to price this quote.

GRAND RAPIDS CHAIR OMNIA CONTRACT# 07.92 IS USED TO PRICE THIS QUOTE.

OFS OMNIA CONTRACT Per region 4 ESC contract #R191813 WAS USED TO PRICE THIS QUOTE.

Global TIPs Contract#: 200301 used to price this quote.

Keilhauer TIPS Contract #: 230301 | CONTRACT was used for pricing for Furniture, Furnishings and Services | Keilhauer Company No. 4201 must be referenced on Purchase Order; June 1, 2023 to May 31, 2028; Current Price List: April 1, 2023

Description	Quantity	Unit Price	Extended Price
Coffee Station			
1 **WESMDC4NA** - Sterling; Chair-Guest, 4 legs, Armless **Color Scheme:** Non Contrasting **Back Finish:** Graded In Prc. Grp. 4 59DD - GRADED IN PR. GRP. 4 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: HYDE -3888 Color: HARVEST -201	4	635.46	2,541.84

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY _____ TITLE _____ DATE _____

TEXAS WILSON
makingspaceswork

texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
1 Direction: HORIZONTAL **Seat Finish:** Graded In Prc. Grp. 4 59DD - GRADED IN PR. GRP. 4 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: HYDE -3888 Color: HARVEST -201 Direction: HORIZONTAL **Base Finish:** Rift Cut/Low Sheen VP03 - BLACK OAK STEELCASE **Tag For** Coffee Station STERLING			
Sub Total			2,541.84
TEXAS NON-TAXABLE			0.00
Total			**2,541.84**
Conference Room 103			
2 **TS34403** - Alight; Ottoman-Bench **UPHLSTRY:** 5ER6 TRUFFLE **LEG OPT:** *OPT:LEG OPTIONS **ALUMINUM:** STD:ALUMINUM LEGS STEELCASE **Tag For** Conference Room 103 ALIGHT	3	445.74	1,337.22
Sub Total			1,337.22
TEXAS NON-TAXABLE			0.00
Total			**1,337.22**
Office 101			
3 **Labor** - Field Cut for Worksurface Power TEXAS **Tag For** Office 101 Labor	1	38.89	38.89
4 **DSPOWER** - Powerstrip-Desktop **Power Configuration:** 2 Power, 2 USB A, 1 USB C 60W **Power Finish:** Plastic - PG1 6527 - MERLE **Power Mount:** C-Clamp **Utility Power:** No Utility w/OCP **Power Plug Type:** STANDARD NEMA 5-15 3-PRONG **Power Cord:** 10' Standard Cord **Cord Color:** Black	1	498.78	498.78

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Description	Quantity	Unit Price	Extended Price
4 **PVC:** With PVC STEELCASE **Tag For** Office 101 PS/2P-10S			
5 **VCBALSIG** - Aleta-CHAIR,SWIVEL **Upholstery Version:** Smooth Upholstery **Upholstery Finish:** REMIX20796 - Remix 2 796 **Structure Finish:** LMBK - BLACK RAL 9005 **Fire Retardant:** CAL TB117-2013 **Contrasting Option:** Non Contrasting **Glides Option:** Felt **SKU:** ALSIG-2 STEELCASE **Tag For** Office 101 ALETA	2	1,046.84	2,093.68
6  **WESMDC4NA** - Sterling; Chair-Guest, 4 legs, Armless **Color Scheme:** Non Contrasting **Back Finish:** Foundation 5880 - SEAL **Seat Finish:** Foundation 5880 - SEAL **Base Finish:** Rift Cut/Low Sheen VP03 - BLACK OAK STEELCASE **Tag For** Office 101 STERLING	2	567.63	1,135.26
7 **VCBBUD10087** - Burin-TABLE,ROUND,MDF,D39.37,H29.13 **Base Finish:** PLBK - BLACK RAL 9005 **Top Finish:** LWWH - WHITE RAL 9003 **SKU:** BUD100TX STEELCASE **Tag For** Office 101 BURIN	1	1,150.78	1,150.78
8  **499223** - Siento; Chair-High back, Aluminum base, Adjustable arms **ARMS:** 6205 BLACK **UPHLSTRY:** 5S26 LICORICE **CASTER:** *OPT:CASTER OPTIONS **SOFT CST:** SOFT CASTERS **SEAT OPT:** *OPT:ADJUSTABLE SEAT OPTIONS **PNEU ADJ:** STD:ADJUSTABLE PNEUMATIC	1	2,009.57	2,009.57

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Description	Quantity	Unit Price	Extended Price
8 STEELCASE **Tag For** Office 101 SIENTO			
Sub Total			6,926.96
TEXAS NON-TAXABLE			0.00
Total			**6,926.96**
Office 102			
9 **Labor** - Field Cut for Worksurface Power TEXAS **Tag For** Office 102 Labor	1	38.89	38.89
10 **DSPOWER** - Powerstrip-Desktop **Power Configuration:** 2 Power, 2 USB A, 1 USB C 60W **Power Finish:** Plastic - PG1 6527 - MERLE **Power Mount:** C-Clamp **Utility Power:** No Utility w/OCP **Power Plug Type:** STANDARD NEMA 5-15 3-PRONG **Power Cord:** 10' Standard Cord **Cord Color:** Black **PVC:** With PVC STEELCASE **Tag For** Office 102 PS/2P-10S	1	498.78	498.78
11 **WESMDC4NA** - Sterling; Chair-Guest, 4 legs, Armless **Color Scheme:** Non Contrasting **Back Finish:** Foundation 5880 - SEAL **Seat Finish:** Foundation 5880 - SEAL **Base Finish:** Rift Cut/Low Sheen VP03 - BLACK OAK STEELCASE **Tag For** Office 102 STERLING	2	567.63	1,135.26
12 **499223** - Siento; Chair-High back, Aluminum base, Adjustable arms **ARMS:** 6205 BLACK **UPHLSTRY:** 5S26 LICORICE **CASTER:** *OPT:CASTER OPTIONS **SOFT CST:** SOFT CASTERS **SEAT OPT:** *OPT:ADJUSTABLE SEAT OPTIONS	1	2,009.57	2,009.57

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Description	Quantity	Unit Price	Extended Price
12 **PNEU ADJ:** STD:ADJUSTABLE PNEUMATIC STEELCASE **Tag For** Office 102 SIENTO			
Sub Total			3,682.50
TEXAS NON-TAXABLE			0.00
Total			**3,682.50**
Open Office Workstations			
13 **MDDG61** - Circa Lounge **COLOR:** (DBLUSF112)Blk,Drk Blue U **SKU:** G61BLKDBLU STEELCASE **Tag For** Open Office Workstations MDDG61	4	1,075.90	4,303.60
Sub Total			4,303.60
TEXAS NON-TAXABLE			0.00
Total			**4,303.60**
Event Display			
14 **N49GMD1X** - GRIN,LOUNGE,STITCH,SLED BASE,CONTRAST **UPHOLSTERY GRADE:** **DTB:** DESIGNTEX GRADE B **3888_201:** HYDE HARVEST **EXTREME BACK UPH GRADE:** **DTB:** DESIGNTEX GRADE B **3888_101:** HYDE RIME **STITCH PATTERN:** **HRZ1_250:** HORIZONTAL,2.5" STITCH **PAINT COLOR:** **497:** POLISHED ALUMINUM KIMBALL **Tag For** Event Display N49GMD1X	4	963.24	3,852.96
Sub Total			3,852.96
TEXAS NON-TAXABLE			0.00
Total			**3,852.96**
Small Film Studio			

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Description	Quantity	Unit Price	Extended Price
15 **C01LNG0202** - DORA,LOUNGE CHAIR,DARK GREY UPH KIMBALL **Tag For** Small Film Studio LNG0202	2	776.48	1,552.96
Sub Total			1,552.96
TEXAS NON-TAXABLE			0.00
Total			**1,552.96**
Audio & Video Control 129 & 130			
16  **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Audio & Video Control 129 & 130 JAKU	2	469.24	938.48
Sub Total			938.48
TEXAS NON-TAXABLE			0.00
Total			**938.48**
Make Space - UPDATED FOR 1 USER			
17  **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Maker Space JAKU	2	469.24	938.48
Sub Total			938.48
TEXAS NON-TAXABLE			0.00
Total			**938.48**
Open Office Workstations			
18  **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Open Office Workstations JAKU	10	469.24	4,692.40

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Description	Quantity	Unit Price	Extended Price
Sub Total			4,692.40
TEXAS NON-TAXABLE			0.00
Total			**4,692.40**
Reception Task Chair			
19 **JAKU003** - Jaku Chair with Smart Sync Mechanism, 3-Way Adjustable Arms, White/Grey **Seat Cover Finish:** Cogent: Connect 5S95 - Sailor **Packaging:** Fully Assembled AMQ SOLUTI **Tag For** Reception Task Chair JAKU	1	469.24	469.24
Sub Total			469.24
TEXAS NON-TAXABLE			0.00
Total			**469.24**
Conference Room			
20 **6423Y.A112** - Prava, Highback, Enhanced Synchro Cntrl, A112 Arm **Fabric or Leather Upholstery Selection:** **FABRIC:** Fabric Grade Selections **~:** No Selection **FG3:** Fabric Grade 3 **CANTER EPU:** Canter EPU Standard Color Selection **IRON:** Canter EPU Iron **Seat Depth Adjustment Option Selection:** **~:** No Seat Depth Adjusment Upgrade **Base Selection:** **B8:** Brushed Aluminum **C16:** Carpet Casters **Headrest Selection:** **~:** No Selection **UC:** Partially Assembled SIT ON IT **Tag For** Conference Room 103 6423Y.A112	10	706.08	7,060.80
Sub Total			7,060.80
TEXAS NON-TAXABLE			0.00
Total			**7,060.80**

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Description	Quantity	Unit Price	Extended Price
Open Office/Production			
21 **AKUS-22-CHA** - A-küs-tik - Charcoal - Small Panel LOFTWALL **Tag For** Open Office / Production AKUS-22-CHA	9	76.95	692.55
22 **DEP-22-WH** - Dry Erase Premium - White - Small Panel LOFTWALL **Tag For** Open Office / Production DEP-22-WH	3	76.95	230.85
23 **SHF-SHELF-4-WALNUT** - SHIFT Shelf: 1/2" x 16" x 46 13/16" Walnut LOFTWALL **Tag For** Open Office / Production SHF-SHELF-4-WALNUT	11	Actual	Actual
24 **SHIFT-4-FH** - SHIFT - Full Height 78"t x 48"w - Silver Frame LOFTWALL **Tag For** Open Office / Production SHIFT-4-FH	2	1,795.50	3,591.00
25 **SHIFT-4-LH** - SHIFT - Low Height 53"t x 48"w - Silver Frame LOFTWALL **Tag For** Open Office / Production SHIFT-4-LH	1	1,496.25	1,496.25
Sub Total			6,010.65
TEXAS NON-TAXABLE			0.00
Total			**6,010.65**
Open Office/Workstations			
26 **BP-08-BK** - 10" Circle base - Matte Black LOFTWALL **Tag For** Open Market Replacements BP-08-BK	10	Actual	Actual
27 **FLOX-36-ST** - Flox Panel - Stone LOFTWALL **Tag For** Open Market Replacements FLOX-36-ST	6	Actual	Actual
28 **FX-BK-LNK** - Flox - Black - 4' Wide - 6' Tall - Linking 38.75"w x 73.25"t LOFTWALL **Tag For** Open Market Replacements FX-BK-LNK	2	837.90	1,675.80

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Description	Quantity	Unit Price	Extended Price
29 **FX-BK** - Flox - Black - 4' Wide - 6' Tall 38.75"w x 73.25"t LOFTWALL **Tag For** Open Market Replacements FX-BK	4	914.85	3,659.40
Sub Total			5,335.20
TEXAS NON-TAXABLE			0.00
Total			**5,335.20**
Outdoor Area			
32 **C01SDT0201** - COHEN,SIDE TABLE,MATTE BLACK,C01SDT0201 KIMBALL **Tag For** Open Market Replacements SDT0201	2	725.88	1,451.76
33 **C01SDT0301** - COHEN,SIDE TABLE,MATTE BLACK,C01SDT0301 KIMBALL **Tag For** Open Market Replacements SDT0301	2	656.88	1,313.76
Sub Total			2,765.52
TEXAS NON-TAXABLE			0.00
Total			**2,765.52**
Small Film Studio			
34 **N84L3AO** - COLLETTE,3 SEAT,SQUARE LEGS,SLOPE ARMS **UPHOLSTERY GRADE:** **2:** GRADE 2 **22131:** SEDONA ADOBE **THREAD COLOR:** **AA:** MATCHING THREAD **GROMMET:** **X:** NO GROMMET **LEG MATERIAL/FINISH:** **S-W462:** WOOD LEG,CINDER **GLIDE:** **STD:** STANDARD HARD GLIDE KIMBALL **Tag For** Open Market Replacements N84L3AO	1	3,268.76	3,268.76
35 **KA51621ENW** - CIRC	1	633.42	633.42

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Description	Quantity	Unit Price	Extended Price
35 Wood top for Round Occasional End table Model 21 x 0 x 15.75 KIMBALL **Tag For** Open Market Replacements KA51621ENW			
36 **KA53415MGW** - Model 33.5 x 0 x 15 Dimensions Features Circ Features Base KIMBALL **Tag For** Open Market Replacements KA53415MGW	1	940.24	940.24
37 **KA51621ENW** - CIRC Wood top for Round Occasional End table Model 21 x 0 x 15.75 KIMBALL **Tag For** Open Market Replacements KA51621ENW	2	633.42	1,266.84
Sub Total			6,109.26
TEXAS NON-TAXABLE			0.00
Total			**6,109.26**
Open Office/Workstations			
38 **44N20PURDFLLP** - MARIBEN,PULL UP TABLE,ROUND, FIXED HEIGHT,TFL **TOP LAMINATE GROUP:** **STD:** STANDARD LAMINATE **462:** CINDER **COLUMN PAINT:** **462:** CINDER **BASE PLATE PAINT:** **462:** CINDER KIMBALL **Tag For** Open Market Replacements 20PURDFLLP	2	451.26	902.52
Sub Total			902.52
TEXAS NON-TAXABLE			0.00
Total			**902.52**
Outdoor Area			
39 **190-33** - Rita Lounge, 190-33, Outdoor Lounge Chair, UPH Seat & Back Frame Finish: Ink Black Upholstery: Kvadrat Hallingdal 116- Grade 12 Standard Glides	4	1,705.50	6,822.00

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Description	Quantity	Unit Price	Extended Price
39 GRANDRAPID **Tag For** Open Market Replacements 190-33			
40 **196-33** - Rita Loveseat, Outdoor Loveseat, UPH Seat & Back Frame Finish: Ink Black Upholstery: Kvadrat Hallingdal 116- Grade 12 Standard Glides GRANDRAPID **Tag For** Open Market Replacements 196-33	2	2,070.00	4,140.00
Sub Total			10,962.00
TEXAS NON-TAXABLE			0.00
Total			**10,962.00**
Coffee Station			
41 **98058** - Oryn Bar Stool, 20.25x18x37 **Frame Finish:** **~VEN:** Veneer **SMFASH:** Ash Super Matte Clear (SMFASH) OFS **Tag For** Open Market Replacements 98058	6	658.00	3,948.00
Sub Total			3,948.00
TEXAS NON-TAXABLE			0.00
Total			**3,948.00**
Audio & Video Control 129 & 130			
42 **Z16S5EL** - 16"d x 16"w x 53"h, Storage Modules, Left w/ 2 File Drawers on Bottom w/ Door, 1 Adjustable Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **SOG:** 1-Storm Grey **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **SOG:** 2-Storm Grey **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge	1	541.80	541.80

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Description	Quantity	Unit Price	Extended Price
42 **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-439:** C-Keyed for Lock #439 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Audio & Video Control 129 & 130 5H			
43 **Z16S5ER** - 16"d x 16"w x 53"h, Storage Modules, Right w/ 2 File Drawers w/ Door, 1 Adjustable Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **SOG:** 1-Storm Grey **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **SOG:** 2-Storm Grey **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-438:** C-Keyed for Lock #438 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Audio & Video Control 129 & 130 5H	1	541.80	541.80

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Description	Quantity	Unit Price	Extended Price
Sub Total			1,083.60
TEXAS NON-TAXABLE			0.00
Total			**1,083.60**
Coffee Station			
44 **GRB22H15** - 22" Dia x 15"h, Round Base, Centered Column, Coffee Table Height, Plate Base w/ 3"Dia x 15"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either, GRBTPxx or GSBTPxx Tops, SWAP, TABLES **Base Finishes {20}:** **~SBASE:** SWAP Base Finishes **TBL:** 1-Black [TBL] **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 15H	1	380.94	380.94
45 **GRB28** - 28" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP42, 48, GRxxWTP or GBTxWTP Top, SWAP, TABLES **Base Finishes {20}:** **~SBASE:** SWAP Base Finishes **TBL:** 1-Black [TBL] **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 28H	1	629.16	629.16
46 **GRBTP36** - 36" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ Either GRB22, GRB22H26, GRB22H35, GRB22H41 or GSB19, GSB19H26, GSB19H35, GSB19H41 Base, SWAP, TABLES **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick" **Laminate Top Finishes {20}:** **~SLAM:** SWAP Laminate Top Finishes **WHE:** 1-Walnut Heights **Edge Options {45}:** **FE:** F-2mm Flat Edge (Standard)	1	151.62	151.62

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Description	Quantity	Unit Price	Extended Price
46 **Standard Edge Finish Options {46}:** **WHE:** M-Walnut Heights, Edge **Power Block Cut-Out Options - Center Position:** **~:** Power Block Cut-Out Not Required- Center Postion **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 36"D			
47 **GRBTP48** - 48" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ GRB28 or GSB23 Base, SWAP, TABLES **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick" **Laminate Top Finishes {20}:** **~SLAM:** SWAP Laminate Top Finishes **WHE:** 1-Walnut Heights **Edge Options {45}:** **FE:** F-2mm Flat Edge (Standard) **Standard Edge Finish Options {46}:** **WHE:** M-Walnut Heights, Edge **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Coffee Station 48"D	1	225.54	225.54
48 **8043OV26W** - DRIFT, 22"d x 26"w, 16"h, Oval Table w/ 4 Legged Wood Base, GLOBAL SEATING USA **Table Finish {20}:** **~DRFT:** Drift Table Top Laminate Finish Options **WHE:** 1-Walnut Heights, Table Top [WHE] **Base Finish {50}:** **BKM:** F-Black On Maple, Wood Leg Finish [BKM] GLOBAL **Tag For** Coffee Station 8043OV26W	2	471.24	942.48

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Description	Quantity	Unit Price	Extended Price
Sub Total			2,329.74
TEXAS NON-TAXABLE			0.00
Total			**2,329.74**
Conference Room			
49 **OAM-A-PC-S** - Oasis Mini A Corded 15" trough w/ 6 receptacles, and telecom plate cutouts - sold separate, TABLE POWER **Split Cables Off Factory Order - Required (Order Entry):** **ECA:** M-Split Cables Off Factory Order - Required (Order Entry) **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Conference Room 103 OAM-B-PC-S	2	766.92	1,533.84
50 **Z48144REE** - 48"d x 144"w x 30"h, Rectangular Boardroom Table, Top is 2 Pieces, Includes 3 Bases w/ Wire Access Doors and Wire Concealment Between Bases, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1.5" Thick **Top Finishes Boardroom {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **C3:** F-1.5" Top, Standard Edge **Laminate Outer Base Finishes {50}:** **~ZBASE:** Zira Laminate Outer Base Finishes **WHE:** 2-Walnut Heights **Inner Base Trim Finish (Required) {52}:** **BRC:** M-Brushed Cobalt, Inner Base Trim **Grommet/Electrical Cut-Out Options - Left Position:** **~POS1:** Grommet/Electrical Options - Left Position **M1:** M-Oasis Cut-Out (Spec Elec. Box Sep.) **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~POS3:** Grommet/Electrical Options - Right Position	1	2,454.90	2,454.90

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Description	Quantity	Unit Price	Extended Price
50 **M3:** M-Oasis Cut-Out (Spec Elec. Box Sep.) **Custom Cut-Out Locations (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Location **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Conference Room 103 48x144			
Sub Total			3,988.74
TEXAS NON-TAXABLE			0.00
Total			**3,988.74**
Event Display			
51 **3368** - WIND, 36"w x 36"d x 15"h, Square End Table w/ Laminate Top, Std Metal Frame, GLOBAL SEATING USA **Top Finish {30}:** **HP:** Wing High Pressure Laminate Top Options **WHE:** 1-Walnut Heights [WHE] **Leg Finish {50}:** **TTU:** M-Tungsten Frame [TTU] GLOBAL **Tag For** Event Display 3368	1	842.10	842.10
52 **7710NA** - RIVER, 55"w x 29.5"d x 32"h, Inside Curve, 2 Seater, Armless, Std with Metal legs, Ganging Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA **Textile {10|10}:** **~02:** Grade 02 **~ALLA:** Allante Free (Global) **A16F:** 1-Ink **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {80}:** **PML:** M-(STD) Power/USB Module not Required, Left Side (Seated) **Power Module Position and Finish {72}:** **PMR:** M-(STD) Power/USB Module not Required, Right Side (Seated)	2	1,443.54	2,887.08

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Description	Quantity	Unit Price	Extended Price
52 **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Event Display 7710NA			
53 **7727** - RIVER, 54"w x 28"d x 17.5"h, Outside Curve, 2 Seat Bench, Std with Metal legs, Ganging Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA **Textile {10|10}:** **~02:** Grade 02 **~ALLA:** Allante Free (Global) **A16F:** 1-Ink **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {80}:** **PML:** M-(STD) Power/USB Module not Required, Left Side (Seated) **Power Module Position and Finish {72}:** **PMR:** M-(STD) Power/USB Module not Required, Right Side (Seated) **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Event Display 7727	4	1,212.96	4,851.84
54 **7734** - RIVER, 36" Dia. x 17"h, Round Coffee Table, Electrical Option Available, Cannot Gang, High Pressure Laminate Only, GLOBAL SEATING USA **Table Finish {20}:** **~RVL:** River Laminate Options **WHE:** 1-Walnut Heights **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {71}:** **J2:** M-Black, Power/USB Module, Top Center (Primary Location) [BL **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	3	1,073.94	3,221.82

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ACCEPTED BY TITLE DATE

Description	Quantity	Unit Price	Extended Price
54 **Tag For** Event Display 7734			
55 **7742** - RIVER, 18.25"w Front - 11.3"w Back x 26.5"d x 17"h, Outside Narrow Wedge End Table, Electrical Option Available, Ganging Hardware Included (Both Sides), High Pressure Laminate Only, GLOBAL SEATING USA **Table Finish {20}:** **~RVL:** River Laminate Options **WHE:** 1-Walnut Heights **Leg Finish {50}:** **TTU:** F-Tungsten Frame [TTU] **Power Module Position and Finish {73}:** **PTR:** M-(STD) Power/USB Module not Required, Top Rear/Edge (Primar **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Event Display 7742	2	588.00	1,176.00
Sub Total			12,978.84
TEXAS NON-TAXABLE			0.00
Total			**12,978.84**
Maker Space			
56 **PH3T6601** - Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS **^Base Width Options:** **~70:** 70"w Height Adjustable Base **~72:** 72"w Return Not Required **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Maker Space HAB	2	527.10	1,054.20
57 **PHAT2970T** - 29"d x 70"w x 1"h, Rectangular Top (Height Adjustable Base Sold Separate), HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1"	2	246.54	493.08

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Description	Quantity	Unit Price	Extended Price
57 Thick) **Laminate Top Finishes {20}:** **~PDLM:** Height Adjustable Laminate Top Finishes **WHE:** 1-Walnut Heights **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet Not Required - Left Position **Grommet/ Electtical Cut-Out Options - Center Position:** **~:** Grommet Not Required - Center Position **Grommet Cut-Out Options - Right Position:** **~:** Grommet Not Required - Right Position **Custom Grommet Location (Application Drawing Required):** **~:** Grommet Not Required - Custom Grommet Location **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Maker Space 29x70			
58 **GMP-19BF** - 19"d x 15"w x 22"h, BF Mobile Pedestal, CW Std, G SERIES, UNIVERSAL FILING **^Metal File Case & Storage Front Paint Finishes:** **~STD:** Metal File Case & Storage Front Paint Finishes (Global Stand **~GLO:** Global Standard Colors **SGR:** 1-Storm Grey (Files) [SGR] **Keys {40}:** **W411:** C-Keyed for Lock #W411 **Commercial or GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Maker Space BFM	2	280.98	561.96
Sub Total			2,109.24
TEXAS NON-TAXABLE			0.00
Total			**2,109.24**
Office 101			
59 **Z21L2SHSL** - 23.4"d x 21"w x x 28.5"h, Storage Shell, Left w/1 Adjustable Shelf, ZIRA	1	283.08	283.08

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Description	Quantity	Unit Price	Extended Price
59 **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 2H			
60 **Z21L2SHSR** - 23.4"d x 21"w x 28.5"h, Storage Shell, Right w/1 Adjustable Shelf, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 2H	1	283.08	283.08
61 **Z24L7BFR** - 24"d x 24"w x 71.9"h, Personal Towers, Right w/Doors, 2 Box and 1 File Drawer on Bottom , 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights	1	1,068.48	1,068.48

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Description	Quantity	Unit Price	Extended Price
61 **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 7H			
62 **Z24L7WAL** - 24"d x 24"w x 71.9"h, Wardrobe, Left w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 7H	1	686.70	686.70

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Description	Quantity	Unit Price	Extended Price
63 **Z30M2ES** - 19.3"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Convert File to Box Box Option (Pos.1/Bottom) {65}:** **~:** File Drawer (STD) **Convert File to Box Box Option (Pos.2) {92}:** **~:** File Drawer (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 2H	1	531.30	531.30
64 **ZA3672F23** - 36"d x 72"w x 29.5"h-49"h, Double Pedestal Height Adjustable Desk, F/F on Left, BBF on Right, Height Adjustable Frame Sold Separately, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Chassis Finishes {50}:** **~ZCHASS:** Zira Chassis Finishes **WHE:** 2-Walnut Heights **Modesty Panel Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Wire Management Finishes {91}:** **BK:** 1-Black **Handle Option:**	1	1,922.76	1,922.76

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Description	Quantity	Unit Price	Extended Price
64 **~:** Handle Option **HV:** M-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet/Electrical Not Required - Left Position **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~POS3:** Grommet/Electrical Cut-Out Options - Right Position **AG3:** M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Glo **Custom Grommet Location (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Locationn **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL			
65 **FFHATZS** - 24"d, 2 Stage Column, Use w/ Straight HA Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA **HA Leg Finish {20}:** **~ZLEG:** Zira HA Leg Finish **TUN:** 1-Tungsten, Leg Finish **^HA Base Width Options:** **~3672DD:** 36"d x 72"w for Double Ped Desk (Match Desk Width) **M:** M-72" + 84"w Base Width (Match Desk Width) **HA Handset Type:** **~ZH:** Freefit Handset Type **SH:** P-(STD) Up/Down Handset **HA Insulation Type:** **ZI:** Freefit Insulation Type **NI:** M-(STD) Normal Insulation **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	1	745.50	745.50

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Description	Quantity	Unit Price	Extended Price
66 **Z72S20OS** - 16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Glazed Door Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-415:** C-Keyed for Lock #415 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 WM OH	1	1,107.12	1,107.12
67 **ZUT2472** - 24"d x 72"w, Universal Laminate Top, No Drill Holes, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Grommet/Electrical/Villa Cut-Out Options - Left Position:** **~:** Grommet/Electrical/Villa Not Required - Left Position **Grommet/Electrical/Villa Cut-Out Options - Center Position:** **~:** Grommet/Electrical/Villa Not Required - Center Position	1	212.94	212.94

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Description	Quantity	Unit Price	Extended Price
67 **Grommet/Electrical/Villa Cut-Out Options - Right Position:** **~:** Grommet/Electrical/Villa Not Required - Right Position **Custom Grommet/ Electrical/ Villa Location (Application Draw:** **~:** Grommet/Electrical/Villa Not Required - Custom Grommet Locat **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 24x72			
68 **ZWHT7221** - 72"w x 21"h, Wall Mounted Tackboard for use under ZxxS33OS/OSN, Finished HT 84"/84.5", Standard w/ Pre-Mounted "J" Bracket for Wall Mount Application, Mounting Hardware NIC, ZIRA **Textile Selections {10|01}:** **~03:** Grade 03 **~ACRG:** Anchorage (Guilford) **AN51:** 1-Graphite **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 TB	1	391.44	391.44
69 **GEN160-UN** - Black Rectangular Wire Manager Grommet Cover (not installed) - 2-1/8D x 3-1/2W, DESK ACCESSORY **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 101 TB	1	10.50	10.50
Sub Total			7,242.90
TEXAS NON-TAXABLE			0.00
Total			**7,242.90**
Office 102			
70 **Z18L7WAL** - 24"d x 18"w x 71.9"h, Wardrobe, Left w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights	1	608.16	608.16

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Description	Quantity	Unit Price	Extended Price
70 **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 7H			
71 **Z21L2SHSL** - 23.4"d x 21"w x x 28.5"h, Storage Shell, Left w/1 Adjustable Shelf, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 2H	1	283.08	283.08
72 **Z21L2SHSR** - 23.4"d x 21"w x 28.5"h, Storage Shell, Right w/1 Adjustable Shelf, ZIRA **Storage Base Finishes {20}:** **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights	1	283.08	283.08

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Description	Quantity	Unit Price	Extended Price
72 **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 2H			
73 **Z24L7BFR** - 24"d x 24"w x 71.9"h, Personal Towers, Right w/Doors, 2 Box and 1 File Drawer on Bottom , 1 Adj. Shelf above Rod, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Glazed Door Options {85}:** **~:** Laminate Doors (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 7H	1	1,068.48	1,068.48
74 **Z30M2ES** - 19.3"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA **Storage Base Finishes {20}:**	1	531.30	531.30

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Description	Quantity	Unit Price	Extended Price
74 **~ZBSE:** Zira Storage Base Finishes **WHE:** 1-Walnut Heights **Convert File to Box Box Option (Pos.1/Bottom) {65}:** **~:** File Drawer (STD) **Convert File to Box Box Option (Pos.2) {92}:** **~:** File Drawer (STD) **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 2H			
75 **Z3672FB2L** - 36"d x 72"w x 29.5"h, Single Pedestal, Bow Top Desk, File/File Left, Faux Pedestal Right, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Chassis Finishes {50}:** **~ZCHASS:** Zira Chassis Finishes **WHE:** 2-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Modesty Panel Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Handle Option:** **~:** Handle Option **HV:** M-Square Edge Handle - Silver **Lock Finish (Required) {89}:** **SI:** M-Silver Lock **Keys {40}:**	1	1,186.08	1,186.08

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Description	Quantity	Unit Price	Extended Price
75 **K-402:** C-Keyed for Lock #402 **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet/Electrical Not Required - Left Position **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~POS3:** Grommet/Electrical Cut-Out Options - Right Position **AG3:** M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Glo **Custom Grommet Location (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Location **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 36x66			
76 **Z72S20OS** - 16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Glazed Door Options {85}:** **Z1:** M-Frosted Glazing w/ Tungsten Frame **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-402:** C-Keyed for Lock #402 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL	1	1,107.12	1,107.12

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f :: 210.647.3110

Description			Quantity	Unit Price	Extended Price
76	**Tag For**	Office 102 WM OH			
77	**ZUT2472** - 24"d x 72"w, Universal Laminate Top, No Drill Holes, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Grommet/Electrical/Villa Cut-Out Options - Left Position:** **~:** Grommet/Electrical/Villa Not Required - Left Position **Grommet/Electrical/Villa Cut-Out Options - Center Position:** **~:** Grommet/Electrical/Villa Not Required - Center Position **Grommet/Electrical/Villa Cut-Out Options - Right Position:** **~:** Grommet/Electrical/Villa Not Required - Right Position **Custom Grommet/ Electrical/ Villa Location (Application Draw:** **~:** Grommet/Electrical/Villa Not Required - Custom Grommet Locat **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 24x72		1	212.94	212.94
78	**ZWHT7221** - 72"w x 21"h, Wall Mounted Tackboard for use under ZxxS33OS/OSN, Finished HT 84"/84.5", Standard w/ Pre-Mounted "J" Bracket for Wall Mount Application, Mounting Hardware NIC, ZIRA **Textile Selections {10|01}:** **~03:** Grade 03 **~ACRG:** Anchorage (Guilford) **AN51:** 1-Graphite **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL		1	391.44	391.44

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Description	Quantity	Unit Price	Extended Price
78 **Tag For** Office 102 TB			
79 **GEN160-UN** - Black Rectangular Wire Manager Grommet Cover (not installed) - 2-1/8D x 3-1/2W, DESK ACCESSORY **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Office 102 TB	1	10.50	10.50
Sub Total			5,682.18
TEXAS NON-TAXABLE			0.00
Total			**5,682.18**
Open Office / Production			
80 **Z2072BBOL** - 20"d x 72"w x 29.5"h, Credenza, Box/Box/Lateral on Left, Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-405:** C-Keyed for Lock #405 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office / Production 20x72	1	990.36	990.36
81 **Z2072BBOR** - 20"d x 72"w x 29.5"h, Credenza, Open Storage Cabinet on Left w/1 Shelf, Box/Box/Lateral on Right, ZIRA	1	990.36	990.36

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Description	Quantity	Unit Price	Extended Price
81 **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-405:** C-Keyed for Lock #405 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office / Production 20x72			
Sub Total			1,980.72
TEXAS NON-TAXABLE			0.00
Total			**1,980.72**
Open Office Workstations			
82 **PH3T6601** - Height Adjustable Table Frame, Up/down handset with Digital Readout, Crossbars expandable to match table top widths, Not to Exceed 72"w, Height range 22.6" to 48.6", HEIGHT ADJUSTABLE WORKSURFACES, PRODUCTIVITY SOLUTIONS **^Base Width Options:** **~52:** 52"w Height Adjustable Base **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations HAB	10	527.10	5,271.00
83 **Z2060BLFL** - 20"d x 60"w x 29.5"h, Credenza, Lateral File on Left, Open Storage Cabinet on Right w/1 Shelf, ZIRA	1	887.04	887.04

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Description	Quantity	Unit Price	Extended Price
83 **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-423:** C-Keyed for Lock #423 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
84 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver	1	710.22	710.22

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY TITLE DATE

Description	Quantity	Unit Price	Extended Price
84 **Keys {40}:** **K-424:** C-Keyed for Lock #424 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
85 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-426:** C-Keyed for Lock #426 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60	1	710.22	710.22
86 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes	1	710.22	710.22

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY TITLE DATE

Description	Quantity	Unit Price	Extended Price
86 **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-429:** C-Keyed for Lock #429 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
87 **Z2060HBFL** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-431:** C-Keyed for Lock #431 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering)	1	710.22	710.22

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san antonio, texas 78238
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f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
87 GLOBAL **Tag For** Open Office Workstations 20x60			
88 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-422:** C-Keyed for Lock #422 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60	1	710.22	710.22
89 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:**	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
89 **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-425:** C-Keyed for Lock #425 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
90 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-427:** C-Keyed for Lock #427 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60	1	710.22	710.22
91 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf,	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
91 ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required) **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-428:** C-Keyed for Lock #428 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
92 **Z2060HBFR** - 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Storage Base Finishes {50}:** **~ZBASE:** Zira Storage Base Finishes **WHE:** 2-Walnut Heights **Handle Option (Required):** **~HAN:** Handle Option (Required)	1	710.22	710.22

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Description	Quantity	Unit Price	Extended Price
92 **HV:** P-Square Edge Handle - Silver **Keys {40}:** **K-430:** C-Keyed for Lock #430 **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 20x60			
93 **ZA3054TB** - 29"d x 52"w, Top and 15"h Modesty Panel, Height Adjustable Frame Sold Separately, ZIRA **Laminate Top Option {30}:** **~:** (STD) Thermally Fused Laminate, High Performance (1" Thick) **Top Finishes {20}:** **~ZTOP:** Zira Top Finishes **WHE:** 1-Walnut Heights **Top Thickness/ Edge Options (Required) {45}:** **A3:** F-1" Top, Standard Edge **Chassis Finishes {50}:** **~ZCHASS:** Zira Chassis Finishes **WHE:** 2-Walnut Heights **Modesty Panel Options {85}:** **~:** 15"h Laminate Modesty (STD) **Grommet/Electrical Cut-Out Options - Left Position:** **~:** Grommet/Electrical Not Required - Left Position **Grommet/Electrical Cut-Out Options - Center Position:** **~:** Grommet/Electrical Not Required - Center Position **Grommet/Electrical Cut-Out Options - Right Position:** **~:** Grommet/Electrical Not Required - Right Position **Custom Grommet Location (Application Drawing Required):** **~:** Grommet/Electrical Not Required - Custom Grommet Locationn **Commercial GSA Offering:** **~STD:** Non-GSA (Commercial Furniture Offering) GLOBAL **Tag For** Open Office Workstations 29x52	10	308.70	3,087.00

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f :: 210.647.3110

Description	Quantity	Unit Price	Extended Price
Sub Total			15,637.02
TEXAS NON-TAXABLE			0.00
Total			**15,637.02**
Audio & Video Control 129 & 130			
94 **3111** - Keilhauer Grand Lounge Chair #3111 Metal Leg Finish: PC01 Onyx Upholstrey: Sustain 701 Midnight (Grade C) KEILHAUER **Tag For** Audio & Video Control 129 & 130 3111	2	3,424.14	6,848.28
Sub Total			6,848.28
TEXAS NON-TAXABLE			0.00
Total			**6,848.28**
Coffee Station			
95 **3111** - Keilhauer Grand Lounge Chair #3111 Metal Legs Finish: PC01 - Onyx Upholstery: Sustain 739 Quarry Rock (Grade C) KEILHAUER **Tag For** Coffee Station 3111	2	3,424.14	6,848.28
96 **3112** - Keilhauer Grand 2-Seater Sofa (67") #3112 Metal Leg Finish: PC01 - Onyx Upholstery: Sustain 739 Quarry Rock (Grade C) KEILHAUER **Tag For** Coffee Station 3112	1	5,309.10	5,309.10
Sub Total			12,157.38
TEXAS NON-TAXABLE			0.00
Total			**12,157.38**
97 **FREIGHT** - Shipping & Handling #1 LOFTWALL	1	377.78	377.78
98 **FREIGHT** - SHIPPING & HANDLING #2 LOFTWALL **Tag For** Open Office / Production SHIPPING	1	422.22	422.22
99 **INSTALLATION** - Labor to receive, deliver, and install all product on this quote during regular business hours. Quote to be done in one trip and area to be free and clear at the time of installation. Delivery and Installation is quoted to be done in one phase.	1	15,308.11	15,308.11

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Description	Quantity	Unit Price	Extended Price
99 Installation site is to be free and clear of debris and any trades. If site has a loading dock and/or freight elevator, customer shall provide exclusive access during unloading. Access to the building is to be no more than 40' from Texas Wilson's delivery truck. All cabling and electrical hook ups are to be provided by the customer. Anything outside the scope of work may result in additional labor fees TEXAS			

Quotation Totals	
Sub Total	162,477.34
TEXAS NON-TAXABLE	0.00
Grand Total	**162,477.34**

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

End of Quotation

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Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
	Seat Cover Finish	5S95 - Sailor	No Image Available
	Convert File to Box Box Option (Pos.1/Bottom) {65}	File Drawer (STD)	No Image Available
	Convert File to Box Box Option (Pos.2) {92}	File Drawer (STD)	No Image Available
	Custom Cut-Out Locations (Application Drawing Required)	Grommet/Electrical Not Required - Custom Grommet Location	No Image Available
	Custom Grommet Location (Application Drawing Required)	Grommet Not Required - Custom Grommet Location	No Image Available
	Custom Grommet Location (Application Drawing Required)	Grommet/Electrical Not Required - Custom Grommet Location	No Image Available
	Custom Grommet Location (Application Drawing Required)	Grommet/Electrical Not Required - Custom Grommet Locationn	No Image Available
	Custom Grommet/ Electrical/ Villa Location (Application Draw	Grommet/Electrical/Villa Not Required - Custom Grommet Locat	No Image Available
	Grommet Cut-Out Options - Right Position	Grommet Not Required - Right Position	No Image Available
	Grommet/ Electtical Cut-Out Options - Center Position	Grommet Not Required - Center Position	No Image Available
	Grommet/Electrical Cut-Out Options - Center Position	Grommet/Electrical Not Required - Center Position	No Image Available
	Grommet/Electrical Cut-Out Options - Left Position	Grommet Not Required - Left Position	No Image Available
	Grommet/Electrical Cut-Out Options - Left Position	Grommet/Electrical Not Required - Left Position	No Image Available
	Glazed Door Options {85}	Laminate Doors (STD)	No Image Available
	Grommet/Electrical Cut-Out Options - Right Position	Grommet/Electrical Not Required - Right Position	No Image Available
	Grommet/Electrical/Villa Cut-Out Options - Center Position	Grommet/Electrical/Villa Not Required - Center Position	No Image Available
	Grommet/Electrical/Villa Cut-Out Options - Left Position	Grommet/Electrical/Villa Not Required - Left Position	No Image Available
	Grommet/Electrical/Villa Cut-Out Options - Right Position	Grommet/Electrical/Villa Not Required - Right Position	No Image Available
	Laminate Top Option {30}	(STD) Thermally Fused Laminate, High Performance (1" Thick"	No Image Available

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Laminate Top Option {30}	(STD) Thermally Fused Laminate, High Performance (1" Thick)	No Image Available
Laminate Top Option {30}	(STD) Thermally Fused Laminate, High Performance (1.5" Thick	No Image Available
Power Block Cut-Out Options - Center Position	Power Block Cut-Out Not Required- Center Postion	No Image Available
Modesty Panel Options {85}	15"h Laminate Modesty (STD)	No Image Available
^Base Width Options	52"w Height Adjustable Base	No Image Available
^Base Width Options	72"w Return Not Required	No Image Available
Commercial GSA Offering	Non-GSA (Commercial Furniture Offering)	No Image Available
Commercial or GSA Offering	Non-GSA (Commercial Furniture Offering)	No Image Available
Textile {10|10}	1-Ink	No Image Available
Top Thickness/ Edge Options (Required) {45}	F-1" Top, Standard Edge	No Image Available
Grommet/Electrical Cut-Out Options - Right Position	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Glo	No Image Available
Textile Selections {10|01}	1-Graphite	No Image Available
Wire Management Finishes {91}	1-Black	No Image Available
Base Finish {50}	F-Black On Maple, Wood Leg Finish [BKM]	No Image Available
Inner Base Trim Finish (Required) {52}	M-Brushed Cobalt, Inner Base Trim	No Image Available
Top Thickness/ Edge Options (Required) {45}	F-1.5" Top, Standard Edge	No Image Available
Split Cables Off Factory Order - Required (Order Entry)	M-Split Cables Off Factory Order - Required (Order Entry)	No Image Available
Edge Options {45}	F-2mm Flat Edge (Standard)	No Image Available
Handle Option	M-Square Edge Handle - Silver	No Image Available
Handle Option (Required)	P-Square Edge Handle - Silver	No Image Available
Power Module Position and Finish {71}	M-Black, Power/USB Module, Top Center (Primary Location) [BL	No Image Available
Keys {40}	C-Keyed for Lock #402	No Image Available
Keys {40}	C-Keyed for Lock #405	No Image Available
Keys {40}	C-Keyed for Lock #415	No Image Available
Keys {40}	C-Keyed for Lock #422	No Image Available
Keys {40}	C-Keyed for Lock #423	No Image Available

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Keys {40}	C-Keyed for Lock #424	No Image Available
Keys {40}	C-Keyed for Lock #425	No Image Available
Keys {40}	C-Keyed for Lock #426	No Image Available
Keys {40}	C-Keyed for Lock #427	No Image Available
Keys {40}	C-Keyed for Lock #428	No Image Available
Keys {40}	C-Keyed for Lock #429	No Image Available
Keys {40}	C-Keyed for Lock #430	No Image Available
Keys {40}	C-Keyed for Lock #431	No Image Available
Keys {40}	C-Keyed for Lock #438	No Image Available
Keys {40}	C-Keyed for Lock #439	No Image Available
^HA Base Width Options	M-72" + 84"w Base Width (Match Desk Width)	No Image Available
Grommet/Electrical Cut-Out Options - Left Position	M-Oasis Cut-Out (Spec Elec. Box Sep.)	No Image Available
Grommet/Electrical Cut-Out Options - Right Position	M-Oasis Cut-Out (Spec Elec. Box Sep.)	No Image Available
HA Insulation Type	M-(STD) Normal Insulation	No Image Available
Power Module Position and Finish {80}	M-(STD) Power/USB Module not Required, Left Side (Seated)	No Image Available
Power Module Position and Finish {72}	M-(STD) Power/USB Module not Required, Right Side (Seated)	No Image Available
Power Module Position and Finish {73}	M-(STD) Power/USB Module not Required, Top Rear/Edge (Primar	No Image Available
^Metal File Case & Storage Front Paint Finishes	1-Storm Grey (Files) [SGR]	No Image Available
HA Handset Type	P-(STD) Up/Down Handset	No Image Available
Lock Finish (Required) {89}	M-Silver Lock	No Image Available
Storage Base Finishes {50}	2-Storm Grey	No Image Available
Top Finishes {20}	1-Storm Grey	No Image Available
Base Finishes {20}	1-Black [TBL]	No Image Available
Leg Finish {50}	F-Tungsten Frame [TTU]	No Image Available
Leg Finish {50}	M-Tungsten Frame [TTU]	No Image Available
HA Leg Finish {20}	1-Tungsten, Leg Finish	No Image Available
Keys {40}	C-Keyed for Lock #W411	No Image Available
Laminate Outer Base Finishes {50}	2-Walnut Heights	No Image Available
Laminate Top Finishes {20}	1-Walnut Heights	No Image Available
Storage Base Finishes {50}	2-Walnut Heights	No Image Available

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	Table Finish {20}	1-Walnut Heights	No Image Available
	Table Finish {20}	1-Walnut Heights, Table Top [WHE]	No Image Available
	Chassis Finishes {50}	2-Walnut Heights	No Image Available
	Top Finishes {20}	1-Walnut Heights	No Image Available
	Top Finishes Boardroom {20}	1-Walnut Heights	No Image Available
	Standard Edge Finish Options {46}	M-Walnut Heights, Edge	No Image Available
	Storage Base Finishes {20}	1-Walnut Heights	No Image Available
	Top Finish {30}	1-Walnut Heights [WHE]	No Image Available
	Glazed Door Options {85}	M-Frosted Glazing w/ Tungsten Frame	No Image Available
	Modesty Panel Options {85}	M-Frosted Glazing w/ Tungsten Frame	No Image Available
	UPHOLSTERY GRADE	SEDONA ADOBE	No Image Available
	EXTREME BACK UPH GRADE	HYDE RIME	No Image Available
	UPHOLSTERY GRADE	HYDE HARVEST	No Image Available
	TOP LAMINATE GROUP	CINDER	No Image Available
	BASE PLATE PAINT	CINDER	No Image Available
	COLUMN PAINT	CINDER	No Image Available
	PAINT COLOR	POLISHED ALUMINUM	No Image Available
	THREAD COLOR	MATCHING THREAD	No Image Available
	STITCH PATTERN	HORIZONTAL,2.5" STITCH	No Image Available
	GLIDE	STANDARD HARD GLIDE	No Image Available
	LEG MATERIAL/FINISH	WOOD LEG,CINDER	No Image Available
	GROMMET	NO GROMMET	No Image Available
	Frame Finish	Ash Super Matte Clear (SMFASH)	No Image Available
	Seat Depth Adjustment Option Selection	No Seat Depth Adjusment Upgrade	No Image Available
	Base Selection	Carpet Casters	No Image Available
	Fabric or Leather Upholstery Selection	Canter EPU Iron	No Image Available
	Headrest Selection	Partially Assembled	No Image Available
Seating	Seat Finish	5880 - SEAL	
	Back Finish	5880 - SEAL	
	Back Finish	59DD - GRADED IN PR. GRP. 4	No Image Available
	Seat Finish	59DD - GRADED IN PR. GRP. 4	No Image Available
	UPHOLSTERY	TRUFFLE	

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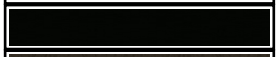
	UPHOLSTERY	LICORICE	
	ARMS	BLACK	
	Base Finish	VP03 - BLACK OAK	
Electrical	Power Finish	6527 - MERLE	

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UNIFORM CONDITIONS OF SALE

05/01/19 #104A

1. Prices quoted are valid for a period of thirty days (30) unless otherwise indicated.
2. Payments are due upon receipt. Customer agrees to pay Texas Wilson in full for any portion of the merchandise Customer has received. Merchandise held in Texas Wilson's warehouse over 25 days will be invoiced to the Customer.
3. Texas Wilson has the ability to charge interest on any past due invoice amounts at the highest rate permitted by applicable law. In the event that Texas Wilson retains legal counsel to collect any past-due payments, customer agrees to pay reasonable legal or collection fees, plus court costs and other disbursements required for the collection of past-due debt of Customer.
4. A customer representative must be present at time of delivery of goods to sign for and acknowledge count and condition of the merchandise being delivered. After delivery of merchandise all risk of loss or damage shall pass to the customer, including, but not limited to any loss or damage by weather, other trades, other person, customer, fire or other elements. The customer agrees to hold Texas Wilson harmless from loss for any and all reasons.
5. Orders may not be canceled once the manufacturer receives the order unless said manufacturer(s) agrees in writing to accept the cancellation.
6. Texas Wilson continually expedites orders and has influence with manufacturers' delivery schedules, however, we shall not be responsible for manufacturers' lead-times or freight companies' delivery time and shall not be liable for any failure delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. The Customer cannot cancel any order due to lead-time or delayed delivery unless we receive written authorization from the manufacturer.
7. Merchandise may not be returned for refund of purchase price, credit or replacement except upon the specific written approval of Texas Wilson.
8. Texas Wilson is not liable for any failure, delay or interruption in the performance of this contract, which may result due to causes beyond our control. Delays beyond our control shall not release the customer from their obligations to accept and pay for the merchandise.
9. Pricing for orders is based on shipping product direct to the location designated by the customer where it will be unloaded and installed by Texas Wilson, unless otherwise specified. If the product is diverted to Texas Wilson's warehouse, the cost of the additional handling may be passed on to the customer.
10. If a Customer is not ready to receive or accept the merchandise upon its arrival from the manufacturer, Texas Wilson will store it for a fee of 85 cents per square foot per month or portion thereof. The charge per square foot may be subject to change.
11. Installation, if applicable, will be performed during Texas Wilson's regular (non holiday) business hours and business days. If installation is required outside of these times, the Customer shall be required to pay Texas Wilson additional charges for this work.
12. Texas Wilson accepts no responsibility for the accuracy or practicality thereof, if the products and quantities are specified or inventoried by others.
13. All responsibilities involving medications of the building structure or electrical connection, which incorporates product specified herein, shall be borne by the Customer.
14. All new merchandise sold by Texas Wilson is warranted per manufacturer's stated warranty. If the merchandise is defective due to workmanship or material, Texas Wilson will either repair or replace the merchandise. The Customer must promptly notify Texas Wilson in writing of any claim with respect to defects in the merchandise by specifically noting the alleged defect in the merchandise and affording Texas Wilson and the manufacturer a reasonable opportunity to examine the merchandise and investigate the alleged defect. Under no circumstance shall Texas Wilson be liable for damage beyond the Purchase Price paid by Buyer for such defective merchandise.
15. Texas Wilson will warrant their shop services for a period of 12 months from date of delivery.
16. Texas Wilson carries all insurance coverage common to and considered necessary for the operation of a multi-line office furniture dealership. Certificates of Insurance will be provided upon request prior to contract. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge. Said cost of additional insurance is in no way included in the pricing on our proposals.
17. Title to and ownership of all merchandise is and shall remain in Texas Wilson's name, notwithstanding delivery or possession of the customer, until the entire invoice is paid in full.
18. This agreement shall be governed in accordance with the laws of the State of Texas.
19. This agreement contains all the forms, provisions, conditions and warranties of the purchase agreement and no extension, modification, amendment or assignment of this agreement shall be valid unless approved in writing by an officer of Texas Wilson.
20. The Uniform Conditions of Sale are subject to change at any time at the discretion of Texas Wilson Office Furniture & Services.
21. Credit card transactions will incur a 3% buyer convince fee.

This is to certify that I have read and hereby agree to the **Uniform Condition of Sale** as stated in this document.

SELLER: TEXAS WILSON Signature: _____

BUYER: _____ (Please Print Name): _____

Date: _____ (Please Print Title): _____

End of Exhibit A

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY TITLE DATE

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Guerra, Director of Library Services
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to award a three-year contract with two one-year renewals to Baker & Taylor under contract number LMS-70-0523 to furnish library books and audio-visual material for public use, including, but not limited to, hardcover books, digital resources, e-books, e-audiobooks, and electronic information devices, as well as supporting services for staff, to the Brownsville Public Library System, in an annual amount not to exceed $700,000 as budgeted. (Library Department)

Summary:
Consideration and **ACTION** to award Baker & Taylor contract number LMS-70-0523, to furnish library books, electronic resources and audio-visual materials. The contract will be for three years with the option to renew for two additional twelve-month periods.

Project Scope and Analysis:
Approval of contract number LMS-70-0523 for three years with the option to renew for two additional twelve-month periods.

Funding:

Source: 01-490-710 Books and Periodicals

Amount: $700,000

Local Contribution if Applicable: 01-490-710 Books and Periodicals

Recommendation:
Library staff recommends approval.

Commission Pillar:
Quality of Life

Attachments:

1. RFP LMS-70-0523 Contract (signed vendor and legal)
2. LMS-70-0523 Procurement Analysis Template RFP
3. PP Baker and Taylor Contract

TERM CONTRACT TO PROVIDE LIBRARY MATERIALS AND SERVICES FOR THE BROWNSVILLE PUBLIC LIBRARY
 # LMS-70-0523

This Agreement is entered into as of August 1, 2023, between THE CITY OF BROWNSVILLE ("CITY") Baker & Taylor, LLC. ("CONTRACTOR").

1. Documents

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services to be performed by Contractor and Compensation (Exhibit A)

ii. Certificate of Insurance (Exhibit B)

2. Scope of Services: The Contractor shall perform the following services in a professional manner:

(a) Contractor shall perform all those services as necessary and as described in Exhibit A,

(b) Contractor will perform such services related to the Project in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Project and the conditions under which the Project is to be performed and completed.

3. Independent Contractor; Personnel

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor , or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor , nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

4. Term of Contract

The contract will commence upon City Commission approval and shall expire three (3) years from date of approval. The City of Brownsville reserves the unilateral right to extend the life of the contract for two (2) period of one (1) year term thereafter: if mutually acceptable to the contractor and the City of Brownsville.

5. Compensation.

(a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Service.

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

6. Insurance.

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

7. Termination.

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor , for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

(a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Indemnification by Consultant.

CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONSULTANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONSULTANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7} BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS

TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN

DEFENSE COUNSEL ON ITS OWN BEHALF AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

10. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Baker & Taylor LLC.
2810 Coliseum Centre Dr. Suite 300
Charlotte, NC 28217

If to City: City of Brownsville
1001 East Elizabeth St.
Brownsville, TX, 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(g) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(h) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____

"Approved as to Form and Legality
This 20th day of July 2023
Title Asst CA
Office of the Brownsville City Attorney"

CONTRACTOR

Signature: Jennifer Rhyne

Print Name: Jennifer Rhyne

Title: Director, Pricing Services

Date: July 11, 2023

APPENDIX 1 - REVISED

PRICING PROPOSAL
SHELF READY CATALOGING & PROCESSING

PRINT MATERIAL

Based on the information contained in your Invitation for Bids, we are pleased to propose the following Shelf Ready pricing for **print material**. Baker & Taylor/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. All items will be supplied by CLS unless otherwise noted:

PRINT ONGOING COLLECTION SERVICES.....$4.10/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. MYLAR JACKET
5. LINK AND AFFIX BAKER & TAYLOR SUPPLIED RFID
6. PROPERTY STAMPING
7. OWNERSHIP LABEL, AS INDICATED
8. SPINE LABEL
9. BRANCH LABEL
10. GENRE LABEL, AS INDICATED
11. BARCODE
12. BIBLIOGRAPHIC LABEL
13. "NEW" AND "BEST SELLER" LABELS, AS INDICATED
14. LABEL PROTECTORS

ADDITIONAL SERVICES AVAILABLE AT THE LIBRARY'S REQUEST:

LAMINATE PAPERBACK COVERS (ADDITIONAL)

10 MIL TRADITIONAL LAMINATE.....$2.15/UNIT

7 MIL CLEAR POLY LAMINATE.....$2.05/UNIT

ORIGINAL CATALOGING SERVICE SUBSCRIPTION.....FREE OF CHARGE

(PROVISION OF ORIGINAL CATALOGING SERVICES FOR CUSTOMIZED SERVICE ACCOUNTS, COVERING ANY AND ALL FORMATS)

PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE.

FOR OPENING DAY OR COLLECTION ENHANCEMENT PROJECTS: OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING/PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY (WHICHEVER COMES FIRST). INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.

A/V Material

Based on the information provided, we are pleased to propose the following pricing for Audio Visual Material. *Please note:* Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of CLS to adjust pricing accordingly.

Music/CD Ongoing Collection Services..... $5.75/unit*
Includes:

1. Adaptive and copy cataloging utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. Repackage Items into Standard DMP Case
5. Digital Media Processing to include: Banner, Barcode Label, Spine Label, Branch Label, and Genre Label
6. Link and Affix Baker & Taylor Supplied Universal RFID (Stingray or Tag for Double-Sided Discs)
7. Hub Label
8. New Label with Label Protector, as needed

DVD/Blu-Ray Ongoing Collection Services..... $5.75/unit*
Includes:

1. Adaptive and copy cataloging utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. Repackage Items into Standard DMP Case
5. Digital Media Processing to include: Banner, Barcode Label, Spine Label, Branch Label, and Genre Label
6. Link and Affix Baker & Taylor Supplied Universal RFID (Stingray or Tag for Double-Sided Discs)
7. Hub Label
8. New Label with Label Protector, as needed

* AV cataloging and processing prices for CDs and DVDs are for both single and multiple disc Releases.

* Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE").

Original Cataloging Service Subscription.....Free of Charge
(provision of original cataloging services for customized service accounts, covering any and all formats)

Payment terms are Net 30 days from date of invoice.
For Opening Day or Collection Enhancement Projects: Ownership transfer and invoicing will occur on the date cataloging/processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility (whichever comes first). Invoices are mailed to the Library at the time invoicing occurs.

APPENDIX 2

DISCOUNT TERMS AND CONDITIONS OF SALE

Baker & Taylor, LLC

Discount Terms and Conditions of Sale (FIRM ORDER BOOK, CONTINUATIONS and SPOKEN WORD AUDIO)

Brownsville Public Library

Baker & Taylor, LLC is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.5%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.5%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.5%
V.	Mass Market Paperback Editions	P	40.5%
VI.	Single Edition Reinforced (Juvenile)	R	21.5%
VII.	Publisher's Library Edition (Juvenile)	Z	21.5%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	8.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 8.0% X = 8.0% N = 8.0% (b) L = 8.0% (c)(d) 7 = 21.5% (d) M = 8.0% (c)(d) 1 = 8.0% (d) T = 8.0% U = 8.0% V = 8.0% W = 8.0% 4 = 8.0% Letter O = 8.0% 5 = 8.0% 6 = 8.0% 8 = 8.0%
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0% K = 8.0% 3 = 8.0%
XI.	Enhanced Service Program	Y / Q	Q = 8.0% Y = 0.0% (e)
XII.	Spoken Word Audio	H	45.5%
XIII.	Board Books	I	40.5%
XIV.	Novelty Items/Activity Books	I	40.5%
XV.	Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 10.0% E = 10.0% 20.0%

(a) Please see Baker & Taylor's Category Definitions for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status but have limited demand (calculated over a rolling 12-month period). These titles may be of any binding type or publisher of origin.

(e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For Paw Prints and Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor's Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Brownsville Public Library

Please refer to the following Terms and Conditions of Sale for the discounts offered to the **Brownsville Public Library** for **Audio Visual Material.**

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	28.5%*
Music CD	Any Price	25.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

* PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, A/K/A WALT DISNEY STUDIOS HOME ENTERTAINMENT ("BVHE").

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (Axis 360 Digital Materials)
Brownsville Public Library

Please note that Baker & Taylor is also offering pricing incentives for Axis 360 digital materials and services.

- Discounted Autoship programs:
  - For all eBooks delivered through B&T Automatically Yours programs the library will receive 5% off Publisher's List Price for Libraries.
  - For all eAudio delivered through B&T Automatically Yours programs the library will receive 2.5% off Publisher's List Price for Libraries.
- Discounted Axis 360 Hosting, Access and Services Fee:
  - For the length of this award, B&T will reduce its standard Hosting Access and Services fee to the library by 50%:
    - Standard Price = $3000.00/yr; Award Price = $1500.00/yr

APPENDIX 3

CATEGORY DEFINITIONS

I. **Adult Trade Hardcover Editions (0, C)** *(may include some spoken word audio materials)*
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.

II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.

III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.

IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.

V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.

VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.

VIII. **University Press Trade Editions (A)***(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.

IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.
It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.
Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031

X. **Imported English and Non-English Language Editions (F, K, 3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.

XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.

XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.

XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.

XIV. **Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.

XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

APPENDIX 4
ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

For libraries concerned about purchasing these types of titles, B&T's Title Source 360™ can assist the librarian in researching a particular item's category and format. Titles will appear with a Y in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email **(btinfo@baker-taylor.com)** to determine titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.

APPENDIX 5 - RETURNS POLICIES

INSTITUTIONAL RETURNS
(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
   - A. Return Authorization Form
   - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
   - C. Reason for the claim/return
   - D. Action being requested -
     1. Replacement of product
     2. Credit to your account; no replacement product necessary

2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s), and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm.

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

AV RETURNS

BAKER & TAYLOR

SCENE & HEARD A/V

Library & Education Account Audio/Video Product Returns Policy
(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns **(excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product)** require prior return authorization from an AV Customer Service Representative. ***Please contact your AV Customer Service Rep at 800-775-1200.***

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. ***All claims must be made within 45 days of invoice date.***

1. When calling for return authorization, please have the following information available:
   A. Your account number and invoice #s
   B. Reason for the claim/return
   C. Action being requested -
      1. Replacement of product (defective return will receive a replacement of the same title)
      2. Credit to your account; no replacement product necessary for incorrectly shipped items
      3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.*** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s), and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 15 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:
Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryAVcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

BAKER & TAYLOR

Continuation Services Return Policy

STANDING-ORDER CANCELLATION AND RETURN POLICY

Baker & Taylor Continuation Services is a customized standing-order program designed for public, academic and school libraries. Customers may sign up for series on a standing-order basis, and will automatically receive every publication as they become available from publishers. Due to the nature of this program, only the exact amount of required books is ordered from each publisher on behalf of profiled customers. It is therefore necessary to adhere to a firm cancellation/return policy (described below).

CANCELLATION POLICY

The customer must notify Continuation Services at 800-775-3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

To keep customers informed of their backordered titles, Continuation Services shipments include a Backorder Status Report. This report lists titles which a customer can expect to receive within the next three months. NOTE: Backorder Status Reports should be reviewed immediately upon receipt of shipment. Also, Master Profile Reports, a listing of all series on a customer's standing-order profile, are available upon request. Registered users may also view/maintain their standing order profiles and backordered titles via http://compass.btol.com.

RETURN POLICY

The following guidelines are required to ensure prompt handling of your return. All Continuation Services product returns require authorization from your Continuation Services Customer Account Representative in Bridgewater, New Jersey (800) 775-3600.

- Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.
- Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice.
- Products purchased with value-added processing services, which have been shipped as ordered or property stamped by your library, are considered non-returnable.
- A title, which is ordered and received through Baker & Taylor Continuation Services, cannot be returned if a duplicate is received from another source. These books should be returned to the other supplier.

HOW TO OBTAIN RETURN AUTHORIZATION

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Continuation Services Customer Account Representative at 800-775-3600 for return authorization. All claims for damages and shortages must be made within 45 days from the date of invoice.

1. When calling for return authorization, please have the following information available:
    a. Return Authorization Form – attached to the carton packing list
    b. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
    c. Reason for claim/return
    d. Action being requested:
        i. Replacement of product
        ii. Credit to your account; no replacement product necessary
2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label. **Ship returns to: Baker & Taylor Returns Center, Dept. R, 251 Mt. Olive Church Rd. Commerce, GA 30599**
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

DAMAGED SHIPMENTS

If you receive a damaged carton(s), which resulted in a damaged product(s), please hold the product(s) and save the carton for carrier inspection. If the damage is visible at the time of delivery, bring it to the carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Continuation Services Customer Account Representative via the toll-free number listed below.

CLAIMING SHORTAGES

Please check your packing list or invoice before claiming shortages. All shortage claims must be made within 45 days from the product's invoice date. Please ensure you have received all cartons of a shipment prior to signing for receipt from the carrier. Cartons you have signed for as received from the carrier are not claimable as shortages from Baker & Taylor.

APPENDIX 6
SAMPLE INVOICE & CONSOLIDATED INVOICE

Sample Book Invoice with Processing Charges

BAKER&TAYLOR
the future delivered

INVOICE

INVOICE # 5000815500
INVOICE DATE 05/11/19
ACCOUNT # XXXXXX Lxxxxxx 3 000000
ATS # SOM0000000
PAGE 001

SHIPPED FROM
CUSTOMER SERVICE
CREDIT

MOMENCE
1-800-775-1200
800.340.5370/INTL 704.998.3399

GST/TAX ID # 00-00000000000000
PO # SAMPLE

BILL ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME: SAMPLE
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

SHIP ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME SAMPLE
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

ALL CLAIMS MUST BE MADE WITHIN 45 DAYS OF INVOICE. RETURN AUTHORIZATION REQUIRED. NOT RESPONSIBLE FOR GOODS SENT UNINSURED.

SHIPMENT FOR ORDER 00000001

QTY	TITLE / BT ORDER #	CUSTOMER PO #	AUTHOR / FUND #	TYPE / CUST REF #	ISBN / ISBN-10	PUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE
1	PRIVATE VEGAS 00000003	SAMPLE3	PATTERSON, JAME 333333	PAP	9781455515936 1455515930	GDCTL	xx.xx	xx.x%	xx.xx	xx.xx
1	SHOE DOG 00000003	SAMPLE3	KNIGHT, PHILIP 333333	HRD	9781501135910 1501135910	SIMON	xx.xx	xx.x%	xx.xx	xx.xx
1	WICKED CHARMS 00000003	SAMPLE3	EVANOVICH, JANE 333333	PAP	9780553392739 0553392735	RANMM	xx.xx	xx.x%	xx.xx	xx.xx
3				PAGE TOTAL						xx.xx

SUB TOTAL xx.xx
USD CURRENCY

1 MYLAR JACKET STANDAR AT x.xx = x.xx

VAS x.xx

CITY TAX 0.00
COUNTY TAX 0.00
STATE TAX 0.00
TOTAL

TERMS : 00 NET 30 DAYS
AMOUNTS BILLED IN USD

TOTAL AMOUNT DUE xx.xx

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

Sample DVD / Music CD Invoice

BAKER & TAYLOR

UPS SHIPPER NO.
LVHS IN HOUSE DO
PKG. ID #
P20548922

SOLD
TO: *Customer Name - SAMPLE*
Address - SAMPLE

SHIP
TO: *Customer Name and Address*

BILL TO CUSTOMER NO.	SHIP TO CUSTOMER NO.	DATE SHIPPED	INVOICE NO.	INVOICE NO.	PAGE NO.
		02/26/19	P20548922	P20548922	1

TIME	DATE ENTERED	TERMS	CTN COUNT	FOB	ORDER POINT	SHIP POINT
		NET 30 DAYS FROM DATE OF INVOICE	1 CARTON	DESTINATION		

TOTAL WEIGHT		B/O BIN	SHIP VIA		INSIDE SALES REP	ORDER TYPE / OUTSIDE SALES REP	

PO	LABEL	ITEM NUMBER	DESCRIPTION	QTY PACK	LINE NO	ORD	SHIP	B/O	UNIT RETAIL	DISC %	AMOUNT	CUSTOMER P.O. NUMBER
DD	GEPI	81247	4 MONTHS, 3 WEEKS, AND 2 DAYS	1	001	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	MAYA	MA1049	AMEXICANO	1	002	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	LGHE	22665	BELLA	1	003	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	LGHE	22265	BIGGEST LOSER WORKOUT CARDIO MA	1	004	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CTC	BOB010	BOB LE FLAMBEUR	1	005	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	TW	2257043	GOOSEBUMPS.	1	006	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	MC	61029600	HOUSE M.D.	1	008	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	HBO	1000038820	JOHN ADAMS	1	009	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CS	DV15611	JOHNNY SUEDE	1	010	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CO	22519	MY KID COULD PAINT THAT	1	011	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	VVN	VVIEV05311D	ROMA	1	012	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CS	DV80012	TRAITOR	1	014	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	GEPI	79615	WORDPLAY	1	015	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE

TOTAL ITEMS **13** **xx.xx**

TOTAL AMOUNT DUE xx.xx

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

BAKER & TAYLOR

INVOICE# XX-XXX-XXXX
INVOICE DATE: 06/30/18
ACCOUNT#: Lxxxxxx
ATS # Various

INVOICE

Shipping From COMMERCE
Customer Service: 1-800-775-3800 ext. 2744
Credit 1-704-998-3327

GST/Tax ID#: -
PO#: VARIOUS

Bill To: Account #:
SAN#
Name:
Address:

Ship To: Account #:
SAN#:
Name:
Address:

ALL CLAIMS MUST BE MADE WITHIN 45 DAYS OF INVOICE. RETURN AUTHORIZATION REQUIRED. NOT RESPONSIBLE FOR GOODS SENT UNINSURED.

Acct	Qty	Title	Author	ISBN 13	CustomerPO	Invoice Num	Unit Price	Disc	Net Unit Price	Extended Price
441443	2	A House for Hermit Crab	Carle, Eric	0887080561	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Anno's Counting Book	Anno, Mitsumasa	069001287X	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Babar and His Children	Brunhoff, Jean de	0394805771	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Big Al	Clements, Andrew	0887080758	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	5	Cloudy With a Chance of Meatballs	Barrett, Judi	0689306474	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Dinosaurs, Dinosaurs	Barton, Byron	0694002690	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Carl's Christmas	Day, Alexandra	0374311145	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Charlie Brown Thanksgiving	Schulz, Charles M.	1614790302	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Christmas Day in the Morning	Buck, Pearl S.	0688162673	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Christmas Parade	Boynton, Sandra	1442468130	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Christmas in the Barn	Brown, Margaret Wise	0062379860	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Clark the Shark Loves Christmas	Hale, Bruce	0062374524	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Click, Clack, Boo!	Cronin, Doreen	1442465530	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	George and the Unbreakable Code	Hawking, Lucy	1481466275	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Jim & Me	Gutman, Dan	0060594969	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Jubilee	Giff, Patricia Reilly	0385744862	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	London Art Chase	Grant, Natalie	0310752655	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Lost Boy	Green, Tim	0062317083	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Mayday	Harrington, Karen	0316298018	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Miss Daisy Is Still Crazy!	Gutman, Dan	0062284355	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Music in My Heart	Falligant, Erin	1609587715	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Oh, Valentine, We've Lost Our Minds!	Gutman, Dan	0062284037	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Oona Finds an Egg	Griffin, Adele	0545732794	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Redeemed	Haddix, Margaret Peterson	1442497564	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Ruby Lee & Me	Hitchcock, Shannon	0545782309	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	3	I Scream for Ice Cream	Driscoll, Laura	0062294199	JBEGRDRFICA-D	5015037219	xx.xx	xx.x%	xx.xx	xx.xx

441443	5 Mr Brown Can Moo! Can You?	Seuss, Dr.	0394806220	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	3 Splat the Cat and the Quick Chicks	Driscoll, Laura	0062294253	JBEGRDRFICA-D	5015037219	xx.xx	xx.x%	xx.xx
441443	5 Ten Apples Up on Top	Seuss, Dr.	0394800192	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	5 The Shape of Me and Other Stuff	Seuss, Dr.	0394826876	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	5 There Is a Bird on Your Head!	Willems, Mo	1423106865	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	5 Today I Will Fly!	Willems, Mo	1423102959	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	3 When Andy Met Sandy	dePaola, Tomie	1481441558	JBEGRDRFICA-D	5015037219	xx.xx	xx.x%	xx.xx
441443	3 Amelia Bedelia Makes a Friend	Parish, Herman	0062075160	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Bears in the Night	Berenstain, Stan	0394822862	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Because a Little Bug Went Ka-choo!	Rosetta Stone	0394831306	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Fancy Nancy and the Mean Girl	O'Connor, Jane	0062001787	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Fancy Nancy the 100th Day of School	O'Connor, Jane	0061703753	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley	Brown, Jeff	0062189824	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley and the Lost Treasure	Brown, Jeff	0062365967	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	1 Frog and Toad Are Friends	Lobel, Arnold	0060239581	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Frog and Toad Together	Lobel, Arnold	0060239603	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Fun With Ed and Fred	Bolger, Kevin	0062286005	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Halloween Mice!	Roberts, Bethany	0544232798	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge and the Wild Goose Chase	Rylant, Cynthia	0689811721	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Heroes of Gotham City	Bright, J. E.	1481477226	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 I Am Lily	Penguin Group	0723280835	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Max Finds an Egg	Blevins, Wiley	044847994X	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Paddington Plays On	Bond, Michael	0062430718	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Paddington and the Magic Trick	Bond, Michael	0062430688	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Polar Bear Babies	Ring, Susan	0399549552	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Puppy Mudge Loves His Blanket	Rylant, Cynthia	0689839839	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 See Me Run	Meisel, Paul	0823423492	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 The Berenstain Bears Old Hat, New Hat	Berenstain, Stan	0394806697	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 The Berenstain Bears and the Missing Dinosaur Bone	Berenstain, Stan	0394844475	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Tony Baloney Yo Ho Ho, Halloween!	Ryan, Pam Munoz	054590885X	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Andy & Sandy's Anything Adventure	dePaola, Tomie	1481441574	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Annie and Snowball and the Dress-up Birthday	Rylant, Cynthia	1416909389	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Annie and Snowball and the Pink Surprise	Rylant, Cynthia	1416909419	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Annie and Snowball and the Wedding Day	Rylant, Cynthia	1416974857	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	5 Better Call Batman!	Bright, J. E.	1481479563	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	5 Blue Train, Green Train	Awdry, W.	037583463X	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley Goes Camping	Brown, Jeff	0061430137	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley and the Very Big Cookie	Brown, Jeff	0062189794	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Gone Fishin'!	Berenstain, Mike	0062075608	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Gran on a Fan	Bolger, Kevin	0062285963	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge	Rylant, Cynthia	0689810040	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge and the Great Grandpas	Rylant, Cynthia	0689811705	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge in the Sparkle Days	Rylant, Cynthia	0689810180	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Honey Bunny Funnybunny	Sadler, Marilyn	0679881816	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 It's Not Easy Being a Bunny	Sadler, Marilyn	0394861027	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Money, Money, Honey Bunny	Sadler, Marilyn	0375833706	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Mr. Putter & Tabby Dance the Dance	Rylant, Cynthia	015206415X	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Mr. Putter & Tabby Drop the Ball	Rylant, Cynthia	0152050728	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Mr. Putter & Tabby Hit the Slope	Rylant, Cynthia	0152064273	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	2 The Tao of Physics	Capra, Fritjof	1590308352	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 The Tiger	Vaillant, John	0307389049	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 The Triumph of Seeds	Hanson, Thor	0465097405	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Time Travel	Gleick, James	0307908798	AD500	5015037312	xx.xx	xx.x%	xx.xx

441443	1 Undeniable	Nye, Bill	1250074223	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Unlikely Friendships	Holland, Jennifer S.	0761159134	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	2 What If?	Munroe, Randall	0544272994	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 What a Fish Knows	Balcombe, Jonathan	0374288216	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Why Evolution Is True	Coyne, Jerry A.	0143116649	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	2 Wild North Carolina	Blevins, David	080783467X	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Wild Sex	Bondar, Carin	1681771667	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 A Churn for the Worse	Bradford, Laura	0425273032	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 A Medal for Murder	Brody, Frances	1250042712	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 A Nose for Justice	Brown, Rita Mae	0345511824	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 A Voice in the Night	Camilleri, Andrea	014312644X	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 Agatha Raisin and the Day the Floods Came	Beaton, M. C.	1250093996	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 Agatha Raisin and the Terrible Tourist	Beaton, M. C.	1250045509	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 Super Cool Forces and Motion Activities with Max Axiom	Biskup, Agnieszka	1491420790	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	2 The Big Book of Bugs	Zommer, Yuval	0500650675	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Great White Shark Scientist	Montgomery, Sy	054435298X	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Moon Changes Shape	Beaton, Kathryn	163362000X	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Most Amazing Creature in the Sea	Guiberson, Brenda Z.	0805099611	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Octopus Scientists	Montgomery, Sy	0544232704	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Trailblazers	Swaby, Rachel	0399553967	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Traveling Butterflies	Shingu, Susumu	1771471484	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Velociraptor	Gray, Susan Heinrichs	1631439863	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Welcome to Mars	Aldrin, Buzz	1426322062	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Where Is the Great Barrier Reef?	Medina, Nico	0399542396	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Wild at Heart	Farley, Terri	0544392949	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Wildfires	Simon, Seymour	0062345028	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Worms for Breakfast	Becker, Helaine	1771471050	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 You Wouldn't Want to Live Without Clocks and Calendars!	MacDonald, Fiona	0531219283	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	2 A Painted House	Grisham, John	0385337930	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	1 About a Boy	Hornby, Nick	1573227331	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	1 Absolute Fear	Jackson, Lisa	0821779362	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	2 Angel Falls	Hannah, Kristin	0345484274	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	1 The Relationship Engine	Wallace, Ed	0814437133	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 The Start-Up of You	Hoffman, Reid	0307888908	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 The Third Wave	Case, Steve	150113258X	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 The Virgin Way	Branson, Richard	1591847982	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 Wellbeing	Rath, Tom	1595620400	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 Winning Well	Hurt, Karin	0814437257	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 Your One Word	Carmichael, Evan	014310909X	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	2 Zero to One	Thiel, Peter	0804139296	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 A Baxter Family Christmas	Kingsbury, Karen	1451687567	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Beauty Refined	Peterson, Tracie	0764213253	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Gathering in Hope	Gulley, Philip	1455562599	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Lady Unrivaled	White, Roseanna M.	0764213520	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Love Transformed	Peterson, Tracie	0764213261	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Note Yet Unsung	Alexander, Tamera	0764206249	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Portrait of Emily Price	Reay, Katherine	0718077911	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Son's Vow	Gray, Shelley Shepard	0062337793	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 Because It's Christmas	Spencer, Katherine	0425282236	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 Because You're Mine	Coble, Colleen	0718083806	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 Book Club Babies	Lee, Ashton	1496705807	FICTIONL-Q	5015038467	xx.xx	xx.x%	xx.xx
441443	1 Cemetery Dance	Preston, Douglas	1455584428	FICTIONL-Q	5015038467	xx.xx	xx.x%	xx.xx

441443	2 Cross Fire	Patterson, James	0446574716	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Dance of Death	Preston, Douglas	1455582921	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	2 Dept. of Speculation	Offill, Jenny	0345806875	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	2 Everything I Never Told You	Ng, Celeste	159420571X	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Fever Dream	Preston, Douglas	1455584398	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 French Kiss	Patterson, James	0316358878	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Go Set a Watchman	Lee, Harper	0062409859	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Hot Milk	Levy, Deborah	1620406691	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Spaceships and Rockets	Lock, Deborah	1465445129	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	5 Splat the Cat and the Duck With No Quack	Scotton, Rob	0061978582	JBEGRDRFICR-Z	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Squirrels	Murray, Julie	1680801198	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Storms!	Goin, Miriam Busch	1426303955	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Swim Fish!	Neuman, Susan B.	1426315112	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Swing, Sloth!	Neuman, Susan B.	1426315074	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 The Sun	Glaser, Chaya	1627245693	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Weather	Rattini, Kristin Baird	1426313497	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Wild Baby Animals	Lock, Deborah	1465445986	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Wild Insects and Spiders!	Kratt, Martin	1101939028	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Wild Predators	Kratt, Martin	0553524739	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 13 Things Mentally Strong People Don't Do	Morin, Amy	0062358294	AD100	5015039246	xx.xx	xx.x% xx.xx	xx.xx
441443	1 A Curious Mind	Grazer, Brian	1476730776	AD100	5015039246	xx.xx	xx.x% xx.xx	xx.xx

314 TOTAL UNITS

PRODUCT SUB TOTAL xxx.xx

TOTAL AMT DUE xxx.xx

TERMS: 00 NET 30 DAYS
AMOUNTS BILLED IN USD

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

APPENDIX 7
SAMPLE MONTHLY STATEMENT

BAKER & TAYLOR
the future delivered

2550 West Tyvola Road • Suite 300 • Charlotte, NC 28217 • USA

15996 1 MB 0.402

Library Name
Address Line 1
Address Line 2
City / State / Zip

ACCOUNT #	STATEMENT DATE	PAGE #
XXXXXXXX	XX/XX/XXXX	1

ITEM NUMBER	ITEM DATE	NET DUE BY	PURCHASE ORDER GROSS REFERENCE	ITEM AMOUNT	BALANCE
V96468380	042613	052613	P0303640	81.42	81.42

PLEASE FORWARD ALL REMITTANCE DETAIL FOR ACH, WIRES & DRAFTS TO:

FAX: 704.998.3314 ATTN: Cash or email dl-arsupport@btol.com

QUESTIONS REGARDING YOUR STATEMENT?
CALL 704.998.3399 OR 800.340.5370

CURRENT	1-30 PAST DUE	31-60 PAST DUE	60+ PAST DUE	TOTAL
81.42	0.00	0.00	0.00	81.42

KEEP THIS COPY FOR YOUR RECORDS

BAKER & TAYLOR
the future delivered

2550 West Tyvola Road • Suite 300 • Charlotte, NC 28217 •

Library Customer Name

SEND PAYMENT TO:

Baker & Taylor
P.O. Box 277930
Atlanta, GA 30384-7930

ACCOUNT #	STATEMENT DATE	PAGE #
XXXXXXXX	XX/XX/XXXX	1

ITEM NUMBER	ITEM DATE	AMOUNT
V96468380	042613	81.42

PLEASE INCLUDE ACCOUNT # ON CHECK

TO ENSURE PROPER CREDIT RETURN THIS REMITTANCE ADVICE WITH PAYMENT TO THE ADDRESS ABOVE

STATEMENT BALANCE
$ 81.42 USD

APPENDIX 8
SAMPLE PACKING LIST

BAKER & TAYLOR

CARTON PACKING LIST

THIS IS NOT AN INVOICE

I

ACCOUNT #: XXXXXX Lxxxxxx 3 000000
ATS#: SOMXXXXXXXBT
CUSTOMER PO#: BID SAMPLE
CUSTOMER SERVICE:

CARTON #: 1 OF 1
CARRIER: LVHS IN HOUSE DO NOT SHIP
PACK DATE: 05/06/20
PAGE: 1
CONTAINER #: 40XXXXXXX

SHIP TO:

SAMPLE
XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

FROM:

BAKER & TAYLOR
XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

THIS IS NOT AN INVOICE. ALL TOTALS ARE UNADJUSTED. DO NOT PAY FROM THIS DOCUMENT.

QTY	TITLE / AUTHOR	TYPE	PUB	ISBN - 10 DIGIT / ISBN - 13 DIGIT	PRICE	DISC	EXT. PRICE	CUST. PO # / CUST. REF. ID#
1	ALTERING AMERICAN CONSCIOUSNE TRACY, SARAH W. (EDT)/	PAP	UMASS	1558494251 9781558494251	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	ANTIQUES FLEE MARKET : ALLAN, BARBARA.	HRD	KNSGT	0758211953 9780758211958	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	BILLIONAIRE'S VINEGAR : WALLACE, BENJAMIN,	HRD	RANDO	0307338770 9780307338778	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	CASE OF EXPLODING MANGOES / HANIF, MOHAMMED.	HRD	RANDO	0307268071 9780307268075	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	DUST TRACKS ON A ROAD : HURSTON, ZORA NEALE.	PAP	HPCLP	0060854081 9780060854089	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	ILLUSTRATED KITCHEN BIBLE / DORLING KINDERSLEY, INC.	HRD	DORKI	0756639743 9780756639747	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	KING RICHARD THE LIONHEARTED DOHERTY, KATHERINE M.	LIB	ENSLO	0766014592 9780766014596	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	KNIT FAST, DIE YOUNG : KRUGER, MARY	PAP	POCKE	0743484746 9780743484749	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	LA CABANA/THE SHACK : YOUNG, WILLIAM PAUL/ JAC	PAP	GDCRL	1935170007 9781935170006	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	LA SUMA DE LOS DIAS ALLENDE, ISABEL	HRD	HARPE	0061551872 9780061551871	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	LOUD SILENCE OF FRANCINE GREE CUSHMAN, KAREN.	HRD	HOUGJ	0618504559 9780618504558	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	NATIONAL AUDUBON SOCIETY GUID FITZHARRIS, TIM,	PAP	FIREF	1554073928 9781554073924	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	RED, WHITE, AND BLUE / HAYDEN, LAURA.	PAP	TYNDA	1414319401 9781414319407	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	RIGHT TO DIE AND EUTHANASIA / YOUNT, LISA.	HRD	FACTS	0816062757 9780816062751	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	SOLAR POWER YOUR HOME FOR DUM DEGUNTHER, RIK,	PAP	WILTR	0470175699 9780470175699	xx.xx	xx.xx	xx.xx	BID SAMPLE

15 TOTAL UNITS PACKED IN CARTON

TOTAL PRICE xx.xx xx.xx TOTAL EXTENDED PRICE

FOR INSTRUCTIONS ON SUBMITTING RETURNS PLEASE VISIT http://www.btol.com/pdfs/Returns_Library.pdf.
ALL CLAIMS MUST BE MADE WITHIN 45 DAYS FROM RECEIPT OF GOODS.

APPENDIX 9
SAMPLE CREDIT MEMO

Credit Memo - Sample

BAKER & TAYLOR

CREDIT/DEBIT MEMO COPY

INVOICE # 5000598820
INVOICE DATE 04/04/20
ACCOUNT # XXXXXX Lxxxxxx 3 00000C
ATS # MOM0000000

PAGE 001

SHIPPED FROM MOMENCE
CUSTOMER SERVICE 1-800-775-1200
CREDIT 800.340.5370/INTL 704.998.3395

GST/TAX ID # 00-00000000000000
PO # BID SAMPLE

BILL TO
ACCOUNT # XXXXXX Lxxxxxx 3 00000C
SAN # XXX
NAME: SAMPLE CREDIT MEMO
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

MAIL TO
NAME: SAMPLE CREDIT MEMO
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

SHIP TO
ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME SAMPLE CREDIT MEMO
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

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QTY	TITLE		AUTHOR	TYPE	ISBN	PUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE	CODE
	BT ORDER #	CUSTOMER PO #	FUND #	CUST REF #	ISBN-10						
1	SAMPLE TITLE 1		AUTHOR 1	HRD	9780756613228	DKMER	XX.XX	XX.X %	XX.XX	XX.XX	DU07
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APPENDIX 10
SAMPLE CANCELLATION REPORT / STATUS REPORT

Sample CLS Monthly Status Report
Book and Spoken Word Audio
Pending/Backorder

Status	Acct/Customer Number	Customer Name	Isbn10	Isbn13	Title	Author/Artist	Binding	Pub Date	Publisher	Report Code	Qty		Total Discounted Value	Customer PO	ISBN Order Entry Date	Order No	Order Line No
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0743201698	9780743201698	(The New) Rolling Stone Album Guide	Brackett, Nathan	PAP	02-Nov-2004	SMNRB		1	$	28.45	AD NF 700	15-Dec-2008	86818599	00418
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780764326436	100 New York Painters	Dantzic, Cynthia Maris	HRD	01-Nov-2008	SCHFP		1	$	37.95	AD NF 700	15-Dec-2008	86813251	00414
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	9780071615617	101 French Idioms + Mp3 Disc	Cassagne, Jean-Marie	PAP	02-Feb-2009	MCGRA	NP	1	$	7.49	AD NF 400	06-Jan-2009	86783927	00171
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0071615555	9780071615556	101 French Proverbs + Mp3 Disc	Cassagne, Jean-Marie	PAP	02-Feb-2009	MCGRA	NP	1	$	7.49	AD NF 400	06-Jan-2009	86812410	00384
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1593372603	9781593372608	101 Things Everyone Should Know About Catholicism	Wiggins, James B.	PAP	01-Mar-2005	ADAMM		1	$	9.45	AD NF 200	03-Dec-2008	86652065	00133
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764137506	9780764137501	2001 French and English Idioms/2001 Idiotismes Francais	Sices, David	PAP	01-Oct-2007	BARRN		1	$	16.14	AD NF 400	15-Dec-2008	86812410	00069
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0061148806	9780061148804	25 Apartments & Lofts Under 2500 Square Feet	Trulove, James Grayson	PAP	01-Feb-2007	HPRDI		1	$	37.95	AD NF 700	15-Dec-2008	86818599	00039
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423410769	9781423410768	25 Great Sax Solos	Morones, Eric J.	PAP	01-Apr-2008	LEONH		1	$	18.95	AD NF 700	15-Dec-2008	86818599	00382
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0634062622	9780634062624	28 Italian Songs And Arias of the 17th And 18th Centuries	Hal Leonard Publishing	PAP	01-Jun-2008	LEONH		1	$	9.45	AD NF 700	15-Dec-2008	86818599	00349
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764110209	9780764110207	301 Polish Verbs	Janecki, Klara	PAP	01-Feb-2000	BARRN		1	$	16.14	AD NF 400	12-Dec-2008	86783927	00077
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	8931433700	9788931433708	40 Digital Photo Retouching Techniques with Photoshop	Lee, Zack	PAP	01-Apr-2007	OREIL		1	$	8.82	AD NF 700	10-Dec-2008	86746261	00013
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0517880733	9780517880739	50 Fabulous Parties for Kids	Hetzer, Linda	PAP	01-Apr-1994	RANHP		1	$	14.25	AD NF 700	15-Dec-2008	86813251	00734
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0800719093	9780800719098	90 Minutes In Heaven	Piper, Don	HRD	01-Feb-2005	BAKER		1	$	7.21	AD NF 200	03-Dec-2008	86652094	00028
RESERVE	123456L4121785000008	YOUR PUBLIC LIBRARY	0786715251	9780786715251	A Brief History Of Medicine	Strathern, Paul	PAP	14-Jul-2005	PRSBY		1	$	13.25	AD NF 600	12-Dec-2008	86784018	00013
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0815411332	9780815411338	A Century of Dance	Driver, Ian	PAP	01-Jan-2001	NABNW	OS	1	$	33.20	AD NF 700	16-Dec-2008	86813251	00574
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1557254540	9781557254542	A Child Shall Lead Them	Weible, Wayne	PAP	01-Oct-2005	PARCS		1	$	15.15	AD NF 200	03-Dec-2008	86652117	00079
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0140444734	9780140444735	A Confession and Other Religious Writings	Tolstoy, Leo	PAP	01-Jan-1988	PENGU		1	$	13.30	AD NF 200	03-Dec-2008	86652094	00192
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780061214370	A Dress for Diana	Emanuel, David	HRD	01-Aug-2006	HARPE		1	$	28.45	AD NF 700	15-Dec-2008	86813251	00357
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0807407542	9780807407547	A Faithful Heart	Levy, Benjamin	PAP	01-Aug-2001	UAHCP		2	$	35.80	AD NF 200	03-Dec-2008	86652129	00102
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0060522321	9780060522322	A Gospel of Shame	Brunl, Frank	PAP	01-Jan-2002	HPCLP		1	$	13.25	AD NF 200	03-Dec-2008	86652094	00056
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	156743035X	9781567430356	A Hard Road to Glory	Ashe, Arthur	PAP	01-Dec-1993	HPCLP		1	$	8.45	AD NF 700	15-Dec-2008	86813251	00008
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0743201240	9780743201241	A Lithgow Palooza	Lithgow, John	PAP	01-Apr-2004	SMNPB		1	$	14.25	AD NF 700	15-Dec-2008	86813251	00804
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0060520167	9780060520168	A New World Trade Center	Protetch, Max	HRD	01-Aug-2002	HARPE		1	$	28.45	AD NF 700	15-Dec-2008	86818599	00046
RESERVE	123456L4121785000008	YOUR PUBLIC LIBRARY	0195341800	9780195341805	A Parent's Guide to Rheumatic Disease in Children	Lehman, Thomas	PAP	14-Apr-2008	UOXFT		1	$	15.26	AD NF 600	12-Dec-2008	86784088	00236
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0874518462	9780874518481	A People Divided	Wertheimer, Jack	PAP	01-Sep-1997	UNENG		1	$	26.00	AD NF 200	17-Nov-2008	86387849	00014
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0674026764	9780674026766	A Secular Age	Taylor, Charles	HRD	20-Sep-2007	UHRVD		1	$	37.95	AD NF 200	03-Dec-2008	86652117	00140
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0807408317	9780807408311	A Shabbat Reader	Elkins, Dov Peretz	PAP	01-Feb-1999	UAHCP		1	$	19.80	AD NF 200	03-Dec-2008	86652129	00087
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	184195800X	9781841958002	A Short History of Myth	Armstrong, Karen	PAP	12-Oct-2006	PSWTF		1	$	6.84	AD NF 200	03-Dec-2008	86652065	00059
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0064228838	9780064228882	A Short World History of Christianity	Mullin, Robert Bruce	PAP	18-Mar-2008	PRSBY		1	$	28.45	AD NF 200	03-Dec-2008	86652065	00093
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1559302908	9781559302907	A Truthful Heart	Hopkins, Jeffrey	PAP	12-Feb-2008	NABNW		1	$	8.64	AD NF 200	03-Dec-2008	86652065	00186
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500202435	9780500202432	Abstract Expressionism	Anfam, David	PAP	01-Nov-1990	NORTD		1	$	10.95	AD NF 700	16-Dec-2008	86813251	00411
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0061133022	9780061133923	AC/DC	Engleheart, Murray	PAP	01-Feb-2008	HPCLP		1	$	9.80	AD NF 700	15-Dec-2008	86818599	00347
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1400046021	9781400046025	Act Now!	Jazwinski, Peter	PAP	01-Sep-2003	RANFP		1	$	12.35	AD NF 700	15-Dec-2008	86813251	00788
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0486203964	9780486203966	African Sculpture	Segy, Ladislas	PAP	01-Jan-1958	DOVER		1	$	5.75	AD NF 700	15-Dec-2008	86813251	00268
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	087930818X	9780879308100	Afro-Cuban Jazz	Yanow, Scott	PAP	01-Dec-2000	LEONH		1	$	10.38	AD NF 700	15-Dec-2008	86813251	00757
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1933000182	9781933000187	After Jackie	Fussman, Cal	HRD	03-Apr-2007	BALAT		1	$	23.70	AD NF 700	15-Dec-2008	86813251	00866
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	3822849227	9783822849224	Albrecht Durer	Wolf, Norbert	PAP	14-Jun-2005	TASCH	OS	1	$	5.77	AD NF 700	15-Dec-2008	86818599	00283
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0634073900	9780634073901	Alive at the Village Vanguard	Singer, Barry	HRD	01-Oct-2008	LEONH		1	$	26.55	AD NF 700	15-Dec-2008	86813251	00869
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423408187	9781423408185	All About Drums	Mattingly, Rick	PAP	01-Nov-2006	LEONH		1	$	18.95	AD NF 700	15-Dec-2008	86818599	00377
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0879307595	978087930759[illegible]	All Music Guide to Hip Hop	Bogdanov, Vladimir	PAP	01-Oct-2003	LEONH	OS	1	$	14.42	AD NF 700	15-Dec-2008	86813251	00505
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	0806583708	9780806583702	Alligators & Crocodiles	Behler, John L.	PAP	01-Apr-1994	MOTOR	OS	1	$	17.05	AD NF 500	18-Nov-2008	86414472	00501
RESERVE	123456L4121785000005	YOUR PUBLIC LIBRARY	1580421378	9781580421373	America and the Islamic Bomb	Armstrong, David	HRD	23-Oct-2007	RANDO		1	$	23.70	AD NF 500	18-Nov-2008	86414472	00541
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0810963838	9780810963834	American Art 1908-1947	De Chassey, Eric	HRD	01-May-2002	ABRAM	OS	1	$	42.75	AD NF 700	16-Dec-2008	86813251	00220
RESERVE	123456L4121785000008	YOUR PUBLIC LIBRARY	0944235549	9780944235546	American Cancer Society's Complete Guide to Prostate	Bostwick, David G.	PAP	01-Jun-2008	MCGRA		1	$	18.95	AD NF 600	12-Dec-2008	86784088	00121
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0812976665	9780812976663	American Gospel	Meacham, Jon	PAP	20-Mar-2007	RANPP		1	$	15.15	AD NF 200	03-Dec-2008	86652065	00157
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764108077	9780764108075	American Idioms and Some Phrases Just for Fun	Swick, Edward	PAP	01-Feb-1999	BARRN		1	$	10.44	AD NF 400	12-Dec-2008	86783927	00159
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	1881871568	9781881871569	American Judaism in Popular Culture	Greenspoon, Leonard	PAP	01-Sep-2007	UNEBR		1	$	35.00	AD NF 700	16-Dec-2008	86818599	00005
RESERVE	123456L4121785000008	YOUR PUBLIC LIBRARY	0471750239	9780471750239	American Medical Association Guide to Living With Diabe	American Medical As	HRD	01-Sep-2006	WILTR		1	$	24.65	AD NF 600	12-Dec-2008	86784018	00211
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0393065561	9780393065565	American Photobooth	Goranin, Nakki	HRD	28-Feb-2008	NORTD	OS	1	$	24.98	AD NF 700	15-Dec-2008	86813251	00702
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0385519265	9780385519267	American Priestess	Geniesse, Jane Fletc	HRD	17-Jun-2008	BANTT		1	$	24.70	AD NF 200	03-Dec-2008	86652065	00189
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0813532191	9780813532196	American Reform Judaism	Kaplan, Dana Evan	PAP	01-Jun-2003	RUTG		1	$	22.76	AD NF 200	03-Dec-2008	86652065	00019
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1883011655	9781883011659	American Sermons	Warner, Michael	HRD	01-Mar-1999	PEUSA		1	$	22.20	AD NF 200	03-Dec-2008	86652094	00199
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0825612300	9780825612305	Americas All Time Favorite Songs	Appleby, Amy	PAP	01-Jun-1991	MUSAL		1	$	23.70	AD NF 700	15-Dec-2008	86813251	00009
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	0778800229	9780778800224	America's Best Slow Cooker Recipes	Pye, Donna-Marie	PAP	01-Oct-2000	FIREF		1	$	18.95	AD NF 600	28-Nov-2008	86575327	00361
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1594032270	9781594032271	America's Secular Challenge	London, Herbert	HRD	01-Aug-2008	NABNW		1	$	9.89	AD NF 200	03-Dec-2008	86652094	00046
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0802130550	9780802130556	An Introduction to Zen Buddhism	Suzuki, Daisetz Teita	PAP	01-Nov-1991	PGWTF		1	$	7.51	AD NF 200	03-Dec-2008	86652117	00028
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0807040891	9780807040690	And I Will Dwell in Their Midst	Diamond, Etan	PAP	01-Oct-2000	UNC		1	$	22.76	AD NF 200	03-Dec-2008	86652065	00046
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500410331	9780500410339	Andre Kertesz	Sallenave, Daniele	PAP	01-Feb-2008	NORTD		1	$	15.15	AD NF 700	15-Dec-2008	86813251	00457
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0295988156	9780295988159	Andrew Wyeth	Adams, Henry	PAP	20-Jun-2008	UWASH		1	$	28.96	AD NF 700	15-Dec-2008	86818599	00092
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0393061116	9780393061116	Angel's World	Lesy, Michael	HRD	01-Dec-2005	NORTD		1	$	33.25	AD NF 700	15-Dec-2008	86813251	00651
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0195312082	9780195312089	Anger	Thurman, Robert A.	PAP	23-Aug-2005	UOXFT		1	$	13.49	AD NF 200	03-Dec-2008	86652065	00063
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1881273881	9781881273882	Anger	Chapman, Gary	PAP	01-Sep-2007	MOODY		1	$	8.66	AD NF 200	03-Dec-2008	86652094	00007
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0761116249	9780761116240	Antiques Roadshow Primer	Prisant, Carol	PAP	15-Dec-1999	WORKM		1	$	18.95	AD NF 700	15-Dec-2008	86813251	00351
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764137062	9780764137682	Arabic at a Glance	Wise, H.	PAP	01-Feb-2008	BARRN		1	$	8.54	AD NF 400	15-Dec-2008	86812410	00271
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	050020294X	9780500202944	Architecture After Modernism	Ghirardo, Diane	PAP	01-Oct-1996	NORTD		1	$	10.86	AD NF 700	15-Dec-2008	86813251	00244
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423413140	9781423413141	Arias for Soprano	Larsen, Robert L.	PAP	31-Aug-2008	LEONH		1	$	17.05	AD NF 700	15-Dec-2008	86818599	00428
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780810941724	Art in the Modern Era	Dempsey, Amy	HRD	01-May-2002	ABRAM	OS	1	$	52.25	AD NF 700	15-Dec-2008	86813251	00613
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500202737	9780500202739	Art Nouveau	Duncan, Alastair	PAP	01-Jun-1994	NORTD		1	$	14.20	AD NF 700	15-Dec-2008	86813251	00202
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780802748500	Artists in Exile	Horowitz, Joseph	PAP	01-Mar-2009	HPRDI	NP	1	$	9.82	AD NF 700	15-Dec-2008	86813251	00585
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	8870242848	9788870242847	Arts Of Africa	Not Available	HRD	04-Oct-2005	RANDO		1	$	81.75	AD NF 700	15-Dec-2008	86813251	00644
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780814736609	Artwalks in New York	Harrison, Marina	HRD	01-Sep-2004	UNYU		1	$	60.00	AD NF 700	15-Dec-2008	86813251	00222
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780060542405	Atlas	Atlas, Teddy	HRD	01-May-2006	HARPE		1	$	23.70	AD NF 700	15-Dec-2008	86813251	00080
BACKORDER	123456L4121785000005	YOUR PUBLIC LIBRARY	[illegible]	9781579908102	Attracting Birds, Butterflies & Other Winged Wonders to	Wetherbee, Kris	PAP	01-Feb-2008	STERL	OS	1	$	14.20	AD NF 500	18-Nov-2008	86414472	00118
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	9781600335030	Audio Editing With Adobe Audition	Riley, Richard	PAP	01-Apr-2008	OREIL		1	$	13.27	AD NF 000	10-Dec-2008	86746222	00024
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Augustine of Hippo	Augustine, Saint	PAP	01-Jun-2008	HPCLP		1	$	11.35	AD NF 200	03-Dec-2008	86652065	00144
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1593374127	9781593374128	Author 101 Bestselling Book Proposals	Frishman, Rick	PAP	01-Nov-2005	ADAMM		1	$	12.90	AD NF 000	07-Nov-2008	85218036	00057
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0321539354	9780321539359	Automator For MAC Os X 1035 Leopard	Waldie, Ben	PAP	28-Dec-2007	ADDIC		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00095
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0879306435	9780879306438	B. B. King	McGee, David	PAP	01-Sep-2005	LEONH		1	$	17.05	AD NF 700	15-Dec-2008	86813251	00479
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0743428231	9780743428231	Bad Boy	Ro, Ronin	HRD	01-Nov-2001	HPCHC		1	$	23.75	AD NF 700	15-Dec-2008	86813251	00768
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0060953950	[illegible]	Bad News	Fenton, Tom	PAP	01-Dec-2005	HPCLP		1	$	15.15	AD NF 000	07-Nov-2008	85218036	00152
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	1584232722	9781584232720	Bande A part	O'Brien, Glenn	PAP	01-Aug-2008	GINGK		1	$	33.25	AD NF 700	15-Dec-2008	86818599	00309
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764178636	9780764178931	Barron's Beginner's Self-Study Course French	Not Available	PAP	01-Apr-2006	BARRN		1	$	28.49	AD NF 400	15-Dec-2008	86812410	00357
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764105940	9780764105944	Barron's Esl Guide to American Business English	Geffner, Andrea B.	PAP	01-Oct-1999	BARRN		1	$	18.04	AD NF 400	12-Dec-2008	86783927	00150
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764137838	9780764137831	Barron's German-English Dictionary	Martini, Ursula	PAP	01-Jul-2007	BARRN		1	$	18.04	AD NF 400	15-Dec-2008	86812410	00020

Sample CLS Monthly Status Report
Book and Spoken Word Audio
Pending/Backorder

Status	20 Byte Customer Number	Customer Name	ISBN 10	ISBN 13	Title	Author/Artist	Binding	Pub Date	Publisher	Report Code	Qty	Total	Value	Customer Po	Order Date	Order No	Order Line No
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Rafols, Jose	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	12-Dec-2008	86783927	00117
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Rauch, Holger Von	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	12-Dec-2008	86783927	00085
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Marini, Raffaella	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	15-Dec-2008	86812410	00164
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Livesey, Rupert	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	15-Dec-2008	86812410	00044
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Wu, Shu-hsiung	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	16-Dec-2008	86812410	00313
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guides	Sword, Jacqueline	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	15-Dec-2008	86812410	00117
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Baseball Now!	Bortolotti, Dan	PAP	14-Mar-2008	FIREF		1	$	14.42	AD NF 700	15-Dec-2008	86813251	00718
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Basic Chess	Levens, David	PAP	28-Oct-2005	STERL	OS	1	$	7.55	AD NF 700	15-Dec-2008	86813251	00050
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Basketball Steps To Success	Wissel, Hal	PAP	19-Sep-2004	HUMAT		1	$	18.00	AD NF 700	15-Dec-2008	86813251	00052
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	B'Chol L'Vavcha	Fields, Harvey J.	PAP	01-Jan-[illegible]	UAHCP		1	$	16.85	AD NF 200	03-Dec-2008	86652065	00114
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beating Eating Disorders Step by Step	Paterson, Anna	PAP	15-Feb-2008	KINGJ		1	$	28.45	AD NF 600	12-Dec-2008	86784088	00037
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Becoming Almost Famous	Fong-Torres, Ben	PAP	01-May-2007	LEDNH		1	$	16.10	AD NF 700	15-Dec-2008	86813251	00476
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Becoming the Best Me	Orndorff, Robert	PAP	01-Apr-2004	JJSTW		1	$	14.60	AD NF 600	28-Nov-2008	86575327	01254
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beethoven	Lockwood, Lewis	HRD	01-Dec-2002	NORTO		1	$	37.95	AD NF 700	15-Dec-2008	86813251	00776
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginner's Hungarian	Boros, Katalin	PAP	31-Oct-2007	HIPPO		1	$	25.60	AD NF 400	15-Dec-2008	86812410	00273
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginner's Iraqi Arabic	Nasrallah, Nawal	PAP	28-Feb-2006	HIPPO		1	$	28.45	AD NF 400	16-Dec-2008	86812410	00363
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginner's Norwegian	Zu[illegible]-hansen, Lau	PAP	30-Jul-2005	HIPPO		1	$	25.60	AD NF 400	15-Dec-2008	86812410	00065
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginner's Polish	Bielawski, Ewa W	PAP	18-Jan-2008	HIPPO	OS	1	$	20.88	AD NF 400	15-Dec-2008	86812410	00250
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginner's Yoruba	Fakinlede, Kayode J.	PAP	30-Nov-2005	HIPPO		1	$	28.45	AD NF 400	12-Dec-2008	86783927	00094
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginning Game Programming With Flash	[illegible], Lakshmi	PAP	04-Dec-2007	COTEC		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00105
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beginning Html With Css And Xhtml	Schultz, David	PAP	25-Jun-2007	SPRNG		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00033
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Ben	Idel, Moshe	PAP	16-Feb-2004	CONTU		1	$	37.95	AD NF 200	17-Nov-2008	86387849	00060
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Berenice Abbott	Yochelson, Bonnie	HRD	08-Jul-2008	NORTO		1	$	57.00	AD NF 700	15-Dec-2008	86818599	00341
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Berlitz Essential Russian	Rawson-Jones, Keith	PAP	30-Aug-2005	LANSH		1	$	10.40	AD NF 400	15-Dec-2008	86812410	00212
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Best Practices Time Management	Hoover, John	PAP	01-Apr-2007	HPCLP	OS	1	$	12.30	AD NF 600	28-Nov-2008	86575327	01216
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beyond AI	Hall, J. Storrs, Ph.D.	HRD	01-May-2007	PRDME		1	$	27.53	AD NF 000	10-Dec-2008	86746222	00058
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Big Dummies Of The Bible	Miller, Stephen M.	PAP	26-Jul-2005	NELSO		1	$	9.49	AD NF 200	03-Dec-2008	86652065	00053
ALLOCATED	123456L4121785000053	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Biscuit Wants to Play	Capucilli, Alyssa Sat	PAP	01-Jan-2002	HAPAP		1	$	2.31	JUV EASY READER	20-Nov-2008	88456131	00024
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Black & White Photography	Mulligan, Steve	HRD	05-Mar-2007	STERL		1	$	28.45	AD NF 700	15-Dec-2008	86818599	00298
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Blackberry for Dummies	Kao, Robert	PAP	22-Oct-2007	WILCM		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00071
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Blackberry Pearl for Dummies	Kao, Robert	PAP	05-Feb-2007	WILCM		1	$	9.82	AD NF 000	10-Dec-2008	86746238	00066
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Blackout	Spears, Britney	PAP	30-Apr-2008	LEONH		1	$	18.10	AD NF 700	15-Dec-2008	86818599	00432
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Blogging Heroes	Banks, Michael A.	HRD	20-Dec-2007	WILCM		1	$	13.87	AD NF 000	10-Dec-2008	86746238	00008
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Blood and Belief	Slale, David	HRD	17-Oct-2007	UCASD		1	$	55.00	AD NF 200	03-Dec-2008	86652065	00012
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bob Hope	Faith, William Robert	PAP	30-Apr-2003	PRSBT	OS	1	$	18.00	AD NF 700	15-Dec-2008	86818599	00479
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bobby Fischer Goes To War	Edmonds, David	PAP	01-Mar-2005	HPCLP		1	$	18.25	AD NF 700	15-Dec-2008	86813251	00055
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bod	Dorff, Elliot N.	PAP	01-Mar-2008	JEWIS		1	$	18.20	AD NF 200	03-Dec-2008	86652129	00084
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bond Girls Are Forever	Cork, John	HRD	01-Nov-2009	ABRAM		1	$	38.00	AD NF 700	15-Dec-2008	86813251	00542
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book Business	Epstein, Jason	PAP	01-Jan-2002	NORTO		1	$	13.25	AD NF 000	07-Nov-2008	86218036	00054
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book of Chronicles I Hebrew Text & Commentary With E	Rosenberg, A. J.	HRD	01-Mar-1992	JUDAI		2	$	51.80	AD NF 200	03-Dec-2008	86652129	00136
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book of Job	Rosenberg, A. J.	HRD	01-Aug-1989	JUDAI		2	$	51.80	AD NF 200	03-Dec-2008	86652129	00117
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book of Joshua	Rashi	HRD	01-Jun-1984	JUDAI		3	$	77.70	AD NF 200	03-Dec-2008	86652129	00120
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book of Judges	Rosenberg, A. J.	HRD	01-Jun-1979	JUDAI		3	$	74.70	AD NF 200	03-Dec-2008	86652129	00113
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book of Psalms With an Interlinear Translation	Menachem, Davis	HRD	01-Jan-2002	MESOH		2	$	41.78	AD NF 200	03-Dec-2008	86652117	00057
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Book of Samuel 1	Rosenberg, A. J.	HRD	01-Jun-1981	JUDAI		3	$	77.70	AD NF 200	03-Dec-2008	86652129	00114
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Botticelli	Santi, Bruno	PAP	01-Jun-1991	RIVPO		1	$	19.84	AD NF 700	15-Dec-2008	86813251	00421
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bountiful, Beautiful, Blissful	Gurmukh Kaur Khals	PAP	01-Jun-2004	STMRP		1	$	15.15	AB NF 600	12-Dec-2008	86784088	00184
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Brainlash	Denton, Gail L., PhD	PAP	01-Dec-2007	PUBSW		1	$	23.70	AD NF 600	12-Dec-2008	86784088	00133
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Broadway Theatres	Morrison, William	PAP	27-Jan-1998	DOVER		1	$	10.36	AD NF 700	15-Dec-2008	86813251	00744
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Brooklyn Modern	Lind, Diana	HRD	01-Apr-2008	RANDC		1	$	24.96	AD NF 700	15-Dec-2008	86813251	00256
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Brooklyn Street Art	Rojo, Jaime	HRD	30-Apr-2008	FRSTL		1	$	14.20	AD NF 700	15-Dec-2008	86813251	00408
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bruce Springsteen	Springsteen, Bruce	PAP	01-Oct-2003	HPCLP	OS	1	$	23.70	AD NF 700	15-Dec-2008	86813251	00509
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	BSD UNIX Toolbox	Negus, Christopher	PAP	05-May-2008	WILCM		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00135
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Building a Web Site for Dummies	Crowder, David A.	PAP	01-Oct-2007	WILCM		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00030
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Building a Web Site With Ajax	Ullman, Larry	PAP	01-Oct-2007	ADDIC		1	$	11.55	AD NF 000	10-Dec-2008	86746238	00034
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Building Facebook Applications For Dummies	Wagner, Richard	PAP	10-Jun-2008	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00018
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Buried By The Times	Leff, Laurel	HRD	30-Apr-2005	UCMBT		1	$	36.00	AD NF 000	07-Nov-2008	86218036	00052
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	BusinessObjects XI Release 2 for Dummies	Torres, Derek	PAP	28-Apr-2008	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00003
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	But Who Am I, and Who Are My People?	Angel, Marc D.	HRD	01-Nov-2000	KTAV		1	$	29.05	AD NF 200	03-Dec-2008	86652094	00146
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Butler's Lives Of The Saints	Bangley, Bernard	PAP	15-Sep-2005	PARCS		1	$	18.85	AD NF 200	03-Dec-2008	86652094	00068
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	C/net Do-It-Yourself Digital Home Office Projects	Slack, S. E.	PAP	20-Jun-2007	MCGHD		1	$	14.42	AD NF 000	10-Dec-2008	86746238	00137
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	C/Net Do-It-Yourself Home Networking Projects	Aspinwall, Jim	PAP	13-Dec-2007	MCGRA		1	$	14.42	AD NF 000	10-Dec-2008	86746238	00084
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	C/net Do-It-yourself Windows Vista Projects	Simmons, Curt	PAP	29-Mar-2007	MCGRA		1	$	14.42	AD NF 000	10-Dec-2008	86746222	00090
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	C++ Programming In Easy Steps	McGrath, Mike	PAP	01-May-2008	PGWCD		1	$	8.56	AD NF 000	10-Dec-2008	86746238	00120
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Canon Powershot Digital Field Guide	Guncheon, Michael	PAP	30-Dec-2007	WILCM		1	$	11.55	AD NF 700	15-Dec-2008	86813251	00709
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Caribbean Art	Poupeye, Veerle	PAP	01-May-1998	NCRTD		1	$	8.64	AD NF 700	15-Dec-2008	86813251	00219
ALLOCATED	123456L4121785000040	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Cats and Kittens	Johnson, Jinny	LB	01-Aug-2005	[illegible]		1	$	20.73	JUV NF 600	17-Dec-2008	86849479	00003
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Cave Paintings and the Human Spirit	Whitley, David S.	HRD	01-Aug-2008	PROVE		1	$	14.42	AD NF 700	15-Dec-2008	86818599	00019
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	CCNA Cisco Certified Network Associate	Lammle, Todd	PAP	05-Nov-2007	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746243	00007
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Ccna Portable Command Guide	Empson, Scott D.	PAP	30-Jul-2007	MACMC		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00076
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	CCNA Practice Questions	Cioara, Jeremy	PAP	03-Apr-2009	MACMO		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00074
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Ccnp Bsci Portable Command Guide	Empson, Scott D.	PAP	07-May-2007	MACMO		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00077
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	CCNP ISCW Portable Command Guide	Empson, Scott	PAP	14-Mar-2008	MACMO		1	$	14.44	AD NF 000	10-Dec-2008	86746243	00006
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	CCNP ONT Portable Command Guide	Empson, Scott	PAP	20-Mar-2008	MACMO		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00078
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	CCNP Quick Reference	Donohue, Denise	PAP	20-Jun-2008	MACMO		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00075
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	CEH Certified Ethical Hacker Review Guide	Graves, Kimberly	PAP	27-Feb-2007	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00008
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Celebrating the Jewish Year	Steinberg, Paul	PAP	01-Aug-2007	JEWIS		1	$	20.80	AD NF 200	03-Dec-2008	86652129	00108
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Central Park/Prospect Park	Graff, M.	PAP	01-Jan-1985	GRNGF		1	$	17.45	AD NF 700	15-Dec-2008	86813251	00227
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Century Girl	Redniss, Lauren	HRD	01-Nov-2006	HARPE		1	$	33.20	AD NF 700	15-Dec-2008	86813251	00672
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Cezanne	Vardi, Richard	PAP	01-Oct-1992	NORTD		1	$	8.64	AD NF 700	15-Dec-2008	86813251	00416
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Cezanne in Provence	Conisbee, Philip	HRD	11-Feb-2006	GYALE	OS	1	$	58.60	AD NF 700	15-Dec-2008	86818599	00157
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Chanel	Bott, Daniele	HRD	30-Sep-2007	NORTD	OS	1	$	22.20	AD NF 700	15-Dec-2008	86818251	00689
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Cheating Death, Stealing Life	Guerrero, Eddie	HRD	20-Dec-2005	PKKHC		1	$	24.70	AD NF 700	18-Dec-2008	86813251	00050
PENDING	123456L4121785000001	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Chicken Soup for the Child's Soul	Canfield, Jack	PAP	01-Aug-2007	HEALA		1	$	8.84	AD NF 100	18-Dec-2008	86873980	00008

Sample Monthly Status Report
Book and Spoken Word Audio
Cancellations

20 Byte Customer Number	Customer Name	Customer PO	Order No	Qty	List Price	Order Entry Date	Cancel Date	ISBN	Product Title	Author	Publisher	Report Code	Cancel Reason Code	Cancel Reason Code Desc
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	21-Sep-2008	0836817532	"Uh-Oh!" Said the Crow	Oppenheim, Joanne	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-MYSTERY	11013786	1	$ 25.95	02-May-2008	12-Sep-2008	0749080450	A Cotswold Mystery	Tope, Rebecca	ITLRM	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0140546200	A Dark, Dark Tale	Brown, Ruth	PENJP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	21-Sep-2008	083681763X	A Horse Called Starfire	Boegehold, Betty Virginia	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 16.99	21-Jul-2008	09-Sep-2008	0803727232	A Role for Pinkerton	Kellogg, Steven	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ800	84058778	1	$ 26.50	21-Jul-2008	03-Sep-2008	1404202153	A Step-by-Step Guide to Narrative Writing	Spencer, Lauren	ROSEN	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 15.99	21-Jul-2008	21-Sep-2008	0525469516	ABC	Jay, Alison	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 16.99	21-Jul-2008	21-Sep-2008	0803726461	Agnes Parker	O'Dell, Kathleen	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	1	$ 13.99	18-Sep-2008	21-Sep-2008	0803727666	Amanda Pig and the Awful, Scary Monster	Van Leeuwen, Jean	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	2	$ 13.99	18-Sep-2008	21-Sep-2008	0803727666	Amanda Pig and the Awful, Scary Monster	Van Leeuwen, Jean	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-MMP ROM	11819116	1	$ 4.99	15-May-2008	21-Sep-2008	0312946812	An Ocean Apart	Pilcher, Robin	STMAP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 16.99	21-Jul-2008	21-Sep-2008	0399230416	Angelfish	Yep, Laurence	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ300	84058690	1	$ 16.99	21-Jul-2008	21-Sep-2008	0670059382	Arrow to the Sun	McDermott, Gerald	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	0679884874	Arthur, Clean Your Room!	Brown, Marc Tolon	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 15.95	18-Sep-2008	19-Sep-2008	0316113123	Arthur's Family Vacation	Brown, Marc Tolon	LITLC	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	0375906029	Arthur's First Kiss	Brown, Marc Tolon	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 18.99	18-Sep-2008	19-Sep-2008	0316114456	Arthur's First Sleepover	Brown, Marc Tolon	LITLC	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.93	18-Sep-2008	18-Sep-2008	076132013X	Big Ben	Leonard, Marcia	LERNE	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ900	84058783	1	$ 18.00	21-Jul-2008	21-Sep-2008	0618002715	Black Potatoes	Bartoletti, Susan Campbell	HOUGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ400	84058702	1	$ 15.99	21-Jul-2008	21-Sep-2008	0399226400	Buy Off...	Hepworth, Cathi	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-MYSTERY	11013786	1	$ 14.95	02-May-2008	16-Sep-2008	1585972584	By Any Other Name	Gossett, GiGi	LTHRS	OB	OB	Publisher Out of Business
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0899193366	Cat Goes Fiddle-I-Fee	Galdone, Paul	HOUGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ790	84058679	1	$ 17.95	21-Jul-2008	21-Sep-2008	0823412520	Celebrating Hanukkah	Hoyt-Goldsmith, Diane	HOLID	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-TRAVEL	11829801	1	$ 8.95	19-Jun-2008	12-Sep-2008	1550852044	Cheap Thrills Toronto	Merrell, Nancy	INDPB	PC	PC	Publication Cancelled
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0836818188	Choco-Louie	Kindley, Jeffrey	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 13.99	21-Jul-2008	21-Sep-2008	0670874000	Cody's Secret Admirer	Duffey, Betsy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 17.89	18-Sep-2008	19-Sep-2008	0888181790	Cold Little Duck, Duck, Duck	Peters, Lisa Westberg	HARPZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0836817702	Could It Be?	Oppenheim, Joanne	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 17.99	21-Jul-2008	21-Sep-2008	0399221646	Cousins	Hamilton, Virginia	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 15.99	21-Jul-2008	21-Sep-2008	0525469346	Crepes by Suzette	Wellington, Monica	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0688008330	Dance Away	Shannon, George	HARJU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-TRAVEL	11829801	1	$ 19.85	19-Jun-2008	18-Sep-2008	0713672226	Dictionary of Leisure, Travel and Tourism	A & C Black	CNSRB		AD	Apply Direct
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ700	84058818	1	$ 13.99	21-Jul-2008	21-Sep-2008	0803722397	Dino Riddles	Hall, Katy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	18-Sep-2008	0516225618	Dirty Larry	Hamsa, Bobbie	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	073848048X	Don't Be a Chicken!	Lagonegro, Melissa	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 7.99	18-Sep-2008	19-Sep-2008	0763620661	Duckie's Rainbow	Barry, Frances	CANWP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ300	84058690	1	$ 15.99	21-Jul-2008	21-Sep-2008	0670889482	Fables from Aesop	Aesop	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-REF	11829816	1	$ 81.95	18-Jun-2008	11-Sep-2008	0768925312	Financial Aid 2008	Peterson	PETGI	OS	OS	Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0803707606	Fox Be Nimble	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0803713576	Fox on Stage	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0803703503	Fox on the Job	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	18-Sep-2008	0803710364	Fox Outfoxed	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 15.99	18-Sep-2008	21-Sep-2008	0670892203	Froggy's Best Christmas	London, Jonathan	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 15.99	21-Jul-2008	21-Sep-2008	0670892203	Froggy's Best Christmas	London, Jonathan	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0516222627	Game Day	Meister, Cari	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-ANF 100	11809476	1	$ 29.95	23-Apr-2008	12-Sep-2008	1589850482	Gardner's Guide to Broadcast Media Writing	Eminizer, Don	INDPB	PC	PC	Publication Cancelled
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 9.95	18-Sep-2008	19-Sep-2008	0375822281	Gaspard and Lisa's Christmas Surprise	Gutman, Anne	RANDJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJBIO	84058785	1	$ 27.50	21-Jul-2008	21-Sep-2008	0791053520	George Washington	Mello, Tara Baukus	FACTJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058618	1	$ 18.99	21-Jul-2008	21-Sep-2008	0399236279	Girl in a Cave	Yolen, Jane	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0735811392	Goldilocks and the Three Bears	Gorbachev, Valeri	IGRPS	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 14.00	21-Jul-2008	08-Sep-2008	0374327572	Gotta Go! Gotta Go!	Swope, Sam	FARRJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-SCI FIC	11829794	1	$ 18.95	19-Jun-2008	05-Sep-2008	1933770015	Griffin's Daughter	Moore, Leslie Ann	AVARI	AD	AD	Apply Direct
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0516220098	Hands	Raz, Dana Meachen	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0803702094	Hazel's Amazing Mother	Wells, Rosemary	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0836816186	Hedgehog Bakes a Cake	MacDonald, Maryann	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.50	18-Sep-2008	21-Sep-2008	0516220330	Hello, Doctor	Marx, David F.	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 15.99	21-Jul-2008	21-Sep-2008	0399211837	Herbie Jones	Kline, Suzy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	18-Sep-2008	0060238038	Hill of Fire	Lewis, Thomas P.	HARJU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567567082	Hot Pot	Flanagan, Alice K.	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 14.99	21-Jul-2008	21-Sep-2008	0670847984	How to Be Cool in the Third Grade	Duffey, Betsy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 14.00	18-Sep-2008	19-Sep-2008	0670824186	I Took My Frog to the Library	Kimmel, Eric A.	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	18-Sep-2008	1567660487	In the Crib	Klingel, Cynthia Fitterer	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 14.99	21-Jul-2008	21-Sep-2008	0670885967	It's All Greek to Me	Scieszka, Jon	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 14.99	18-Sep-2008	21-Sep-2008	0803720414	Jess and the Stinky Cowboys	Smith, Janice Lee	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 16.99	21-Jul-2008	21-Sep-2008	0803705395	Jimmy's Boa and the Big Splash Birthday Bash	Noble, Trinka Hakes	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567668965	Jump!	Klingel, Cynthia Fitterer	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	18-Sep-2008	1567667090	Kites	Flanagan, Alice K.	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567667023	Loft	Flanagan, Alice K.	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	1	$ 17.99	18-Sep-2008	21-Sep-2008	0399224238	Lili at Ballet	Isadora, Rachel	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-ANF 100	11809478	1	$ 24.95	23-Apr-2008	16-Sep-2008	189334908X	Living With Grief	Doka, Kenneth J.	HSPCF	AD	AD	Apply Direct
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-FIC	11823384	1	$ 14.95	30-May-2008	10-Sep-2008	0373218257	Love by Design	Roberts, Nora	HRLQN	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 16.99	21-Jul-2008	21-Sep-2008	0399237569	Maizon at Blue Hill	Woodson, Jacqueline	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 9.99	18-Sep-2008	19-Sep-2008	078680730X	Make New Friends	Wells, Rosemary	DISNP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	0375834219	Mary Clare Likes to Share	Hulme, Joy	RANDZ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.83	18-Sep-2008	19-Sep-2008	0836817656	Mr. Baseball	Hooks, William H.	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0836817559	Mr. Dinosaur	Hooks, William H.	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.93	18-Sep-2008	18-Sep-2008	0761320237	My Pen Pal, Pat	Papademetriou, Lisa	LERNE	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.50	18-Sep-2008	19-Sep-2008	0516207655	Nana's Hog	Brimner, Larry Dane	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 15.99	18-Sep-2008	19-Sep-2008	0385900666	Nate the Great	Sharmat, Marjorie Weinman	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 14.85	18-Sep-2008	19-Sep-2008	0385730780	Nate the Great on the Owl Express	Sharmat, Marjorie Weinman	RNDHS	PS	PS	Indefinitely Out of Stock

APPENDIX 11: REFERENCES

Reference 1
Library Name: Houston Public Library
500 McKinney St.
Houston, TX 77002
Contact: Pat. Ogea – Acquisitions and Collection Development
Telephone: 832-393-1608
Email: Pat.Ogea@houstontx.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services and Collection Project Services for Print Materials
Length of Services: Houston Public Library has been partnered with Baker & Taylor for over 35 years.

Reference 2
Library Name: San Antonio Public Library
600 Soledad Street
San Antonio, TX 78205
Contact: Troy Hoyles – Collection Development Supervisor
Telephone: 210-207-2630
Email: troy.hoyles@sanantonio.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services and Collection Project Services for Print Materials
Length of Services: San Antonio Public Library has been partnered with Baker & Taylor for over 35 years

Reference 3
Library Name: Austin Public Library
2501 Coit Rd.
Austin, TX 75075
Contact: Frank Giammarino – Managing Librarian
Telephone: (512) 974-7549
Email: frank.giammarino@austintexas.gov
Scope of Services: : Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services for Print Materials
Length of Services: Austin Public Library has been partnered with Baker & Taylor for over 32 years.

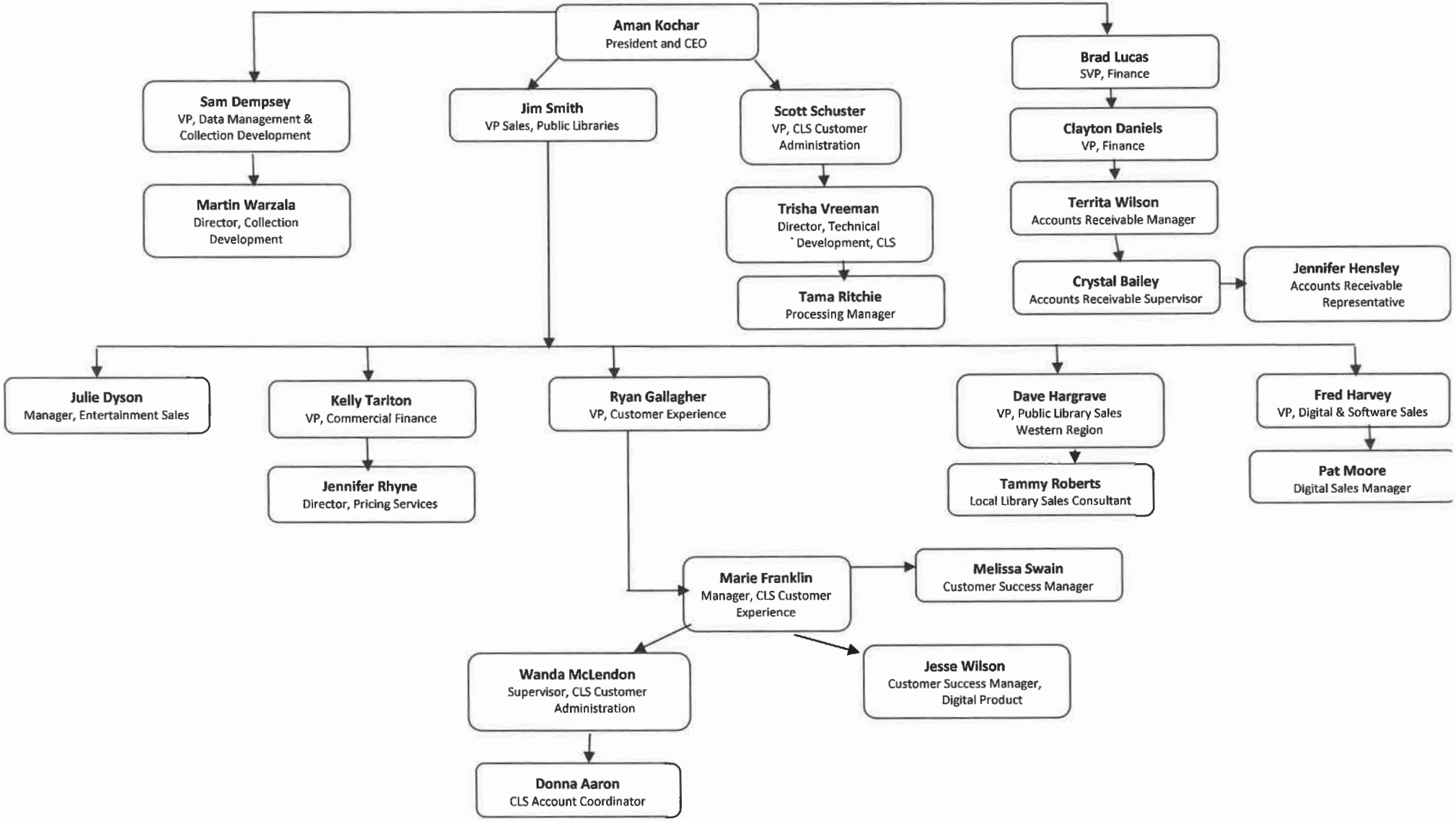
Reference 4
Library Name: Pasadena Public Library
1201 Jeff Ginn Memorial Drive
Pasadena, TX 77506
Contact: Somer Newland – Technical Services Manager
Telephone: (713) 475-4992
Email: snewland@pasadenatx.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services for Print Materials; supply of AudioVisual product
Length of Services: Pasadena Public Library has been partnered with Baker & Taylor for over 40 years.

Reference 5
Library Name: Fort Worth Public Library
500 W. 3rd Street
Fort Worth, TX 76102
Contact: Kathryn King – Head of Acquisitions
Telephone: (817) 392-7718
Email: Kathryn.king@fortworthtexas.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services for Print and AudioVisual Material
Length of Services: Fort Worth Public Library has been partnered with Baker & Taylor for over 42 years

APPENDIX 12
BAKER & TAYLOR AUTHORITY DESIGNATION

APPENDIX 13

ORGANIZATIONAL CHART FOR BROWNSVILLE PUBLIC LIBRARY



End of Exhibit "A"

Client#: 1165526 70BAKERTAY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: NC Certificate Team	
McGriff Insurance Services 4777 Sharon Rd., 4th Floor Charlotte, NC 28210 704 954-3000	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company	25623
INSURED Baker & Taylor LLC 2810 Coliseum Center Drive, Suite 300 Charlotte, NC 28217	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : Great American Alliance Insurance Co.	26832
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6304T145579	11/02/2022	11/02/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA9T408637	11/02/2022	11/02/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP9T481644	11/02/2022	11/02/2023	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCE78380200	11/02/2022	11/02/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Brownsville is an Additional insured on the General Liability and Auto Liability if required by written/executed contract before a loss.

Named Insured:
Baker & Taylor LLC and Bridgeall Libraries Limited
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Brownsville
Purchasing/Contracting Division
City Hall 1001 E Elizabeth St
1st Floor Ste 101; P O Box 911
Brownsville, TX 78520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott D. Burns

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DESCRIPTIONS (Continued from Page 1)

BTAC United Acquisition Holding Company and its Direct and Indirect Subsidiaries.

**** Workers Comp Information ****
Workers Compensation coverage applies for this certificate as the policy states for section 3A and 3C but regardless does not apply for any of the following monopolistic states: ND, WY, OH, WA

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, June 26, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Juan J. Guerra, Library Service Director

Subject: Agenda Item for the City Commission meeting of Tuesday, August 1, 2023 "Consideration and Action to award a term contract to Baker and Taylor, LLC. for the purchase of library materials and services for the Brownsville Public Library Systems. Project **#LMS-70-0523**

At the request of Mr. Juan J. Guerra, City of Brownsville Library Service Director, Procurement Division solicited a formal request for proposals for the aforementioned project.

PROJECT MILESTONES WERE ACCOMPLISHED AS FOLLOWS:

1. The legal advertisements appeared in The Brownsville Herald two (2) times: on Sunday March 19th, 2023, and Sunday March 26th 2023, and were posted on the electronic bid platform Bonfire.

2. There was one (1) addendum issued during the process.

3. Sealed Bids were received for the subject project on Tuesday, April 11th, 2023, at 2:00 P.M. A total of nine (9) submittals were received. Submittal was acknowledged by the Procurement Services staff. Submitting vendor were:

    - ABDO Publishing Co.
    - Baker & Taylor, LLC.
    - Bibliotheca LLC.
    - Ingram Library Services LLC.
    - Jerald L. Hoover Productions LLC.
    - Magazine Subscription Service Agency
    - Midwest Tape LLC.
    - The Penworthy Company LLC.
    - The Reading Warehouse Inc.

PROCUREMENT SUMMARY: Bore and trenching services for the City of Brownsville Texas

1. The Proposals were evaluated and recommends awarding the contract for the Purchase of Library Materials and Services to the responsive and responsible vendor Baker & Taylor for the amounts reflected on Exhibit A
2. The term of this contract shall commence upon approval by City Commission and shall continue until the delivery of the aforementioned.

3. Copies of the proposal submittals received were submitted to the Evaluation Committee for review via Bonfire:

   Evaluation Committee Members were:

   - Lisa Rodriguez
   - Brenda Treviño
   - Cassandra Mendez
   - Elizabeth Cruz

4. Results from the evaluation committee members determined that the top vendor was Baker & Taylor LLC.

Procurement Summary: Baker & Taylor LLC. Is eligible under this procurement for the purchase of library materials and services for the Brownsville Public Library Systems at the prices stipulated. (Exhibit A).

APPENDIX 1 - REVISED

PRICING PROPOSAL
SHELF READY CATALOGING & PROCESSING

PRINT MATERIAL

Based on the information contained in your Invitation for Bids, we are pleased to propose the following Shelf Ready pricing for **print material**. Baker & Taylor/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. All items will be supplied by CLS unless otherwise noted:

PRINT ONGOING COLLECTION SERVICES.....$4.10/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. MYLAR JACKET
5. LINK AND AFFIX BAKER & TAYLOR SUPPLIED RFID
6. PROPERTY STAMPING
7. OWNERSHIP LABEL, AS INDICATED
8. SPINE LABEL
9. BRANCH LABEL
10. GENRE LABEL, AS INDICATED
11. BARCODE
12. BIBLIOGRAPHIC LABEL
13. "NEW" AND "BEST SELLER" LABELS, AS INDICATED
14. LABEL PROTECTORS

ADDITIONAL SERVICES AVAILABLE AT THE LIBRARY'S REQUEST:

LAMINATE PAPERBACK COVERS (ADDITIONAL)

10 MIL TRADITIONAL LAMINATE.....$2.15/UNIT

7 MIL CLEAR POLY LAMINATE.....$2.05/UNIT

ORIGINAL CATALOGING SERVICE SUBSCRIPTION.....FREE OF CHARGE

(PROVISION OF ORIGINAL CATALOGING SERVICES FOR CUSTOMIZED SERVICE ACCOUNTS, COVERING ANY AND ALL FORMATS)

PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE.

FOR OPENING DAY OR COLLECTION ENHANCEMENT PROJECTS: OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING/PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY (WHICHEVER COMES FIRST). INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.

A/V Material

Based on the information provided, we are pleased to propose the following pricing for Audio Visual Material. *Please note:* Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of CLS to adjust pricing accordingly.

Music/CD Ongoing Collection Services..... $5.75/unit*
Includes:

1. Adaptive and copy cataloging utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. Repackage Items into Standard DMP Case
5. Digital Media Processing to include: Banner, Barcode Label, Spine Label, Branch Label, and Genre Label
6. Link and Affix Baker & Taylor Supplied Universal RFID (Stingray or Tag for Double-Sided Discs)
7. Hub Label
8. New Label with Label Protector, as needed

DVD/Blu-Ray Ongoing Collection Services..... $5.75/unit*
Includes:

1. Adaptive and copy cataloging utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. Repackage Items into Standard DMP Case
5. Digital Media Processing to include: Banner, Barcode Label, Spine Label, Branch Label, and Genre Label
6. Link and Affix Baker & Taylor Supplied Universal RFID (Stingray or Tag for Double-Sided Discs)
7. Hub Label
8. New Label with Label Protector, as needed

* AV cataloging and processing prices for CDs and DVDs are for both single and multiple disc Releases.

* Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE").

Original Cataloging Service Subscription.....Free of Charge
(provision of original cataloging services for customized service accounts, covering any and all formats)

Payment terms are Net 30 days from date of invoice.
For Opening Day or Collection Enhancement Projects: Ownership transfer and invoicing will occur on the date cataloging/processing is completed and the materials are either shipped or placed in storage at a Baker & Taylor facility (whichever comes first). Invoices are mailed to the Library at the time invoicing occurs.

APPENDIX 2

DISCOUNT TERMS AND CONDITIONS OF SALE

Baker & Taylor, LLC

Discount Terms and Conditions of Sale (FIRM ORDER BOOK, CONTINUATIONS and SPOKEN WORD AUDIO)

Brownsville Public Library

Baker & Taylor, LLC is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	46.5%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.5%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.5%
V.	Mass Market Paperback Editions	P	40.5%
VI.	Single Edition Reinforced (Juvenile)	R	21.5%
VII.	Publisher's Library Edition (Juvenile)	Z	21.5%
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	8.0%
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 8.0% X = 8.0% N = 8.0% (b) L = 8.0% (c)(d) 7 = 21.5% (d) M = 8.0% (c)(d) 1 = 8.0% (d) T = 8.0% U = 8.0% V = 8.0% W = 8.0% 4 = 8.0% Letter O = 8.0% 5 = 8.0% 6 = 8.0% 8 = 8.0%
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0% K = 8.0% 3 = 8.0%
XI.	Enhanced Service Program	Y / Q	Q = 8.0% Y = 0.0% (e)
XII.	Spoken Word Audio	H	45.5%
XIII.	Board Books	I	40.5%
XIV.	Novelty Items/Activity Books	I	40.5%
XV.	Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 10.0% E = 10.0% 20.0%

(a) Please see Baker & Taylor's Category Definitions for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status but have limited demand (calculated over a rolling 12-month period). These titles may be of any binding type or publisher of origin.

(e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For Paw Prints and Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor's Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Brownsville Public Library

Please refer to the following Terms and Conditions of Sale for the discounts offered to the **Brownsville Public Library** for **Audio Visual Material.**

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	28.5%*
Music CD	Any Price	25.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

* PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, A/K/A WALT DISNEY STUDIOS HOME ENTERTAINMENT ("BVHE").

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (Axis 360 Digital Materials)
Brownsville Public Library

Please note that Baker & Taylor is also offering pricing incentives for Axis 360 digital materials and services.

- Discounted Autoship programs:
  - For all eBooks delivered through B&T Automatically Yours programs the library will receive 5% off Publisher's List Price for Libraries.
  - For all eAudio delivered through B&T Automatically Yours programs the library will receive 2.5% off Publisher's List Price for Libraries.
- Discounted Axis 360 Hosting, Access and Services Fee:
  - For the length of this award, B&T will reduce its standard Hosting Access and Services fee to the library by 50%:
    - Standard Price = $3000.00/yr; Award Price = $1500.00/yr

APPENDIX 3

CATEGORY DEFINITIONS

I. **Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.

II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.

III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.

IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.

V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.

VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.

VIII. **University Press Trade Editions (A)***(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.

IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.
It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.
Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031

X. **Imported English and Non-English Language Editions (F, K, 3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.

XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.

XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.

XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.

XIV. **Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.

XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

APPENDIX 4
ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

For libraries concerned about purchasing these types of titles, B&T's Title Source 360™ can assist the librarian in researching a particular item's category and format. Titles will appear with a Y in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email **(btinfo@baker-taylor.com)** to determine titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.

APPENDIX 5 - RETURNS POLICIES

INSTITUTIONAL RETURNS
(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
   - A. Return Authorization Form
   - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
   - C. Reason for the claim/return
   - D. Action being requested -
     1. Replacement of product
     2. Credit to your account; no replacement product necessary

2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s), and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm.

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

AV RETURNS

BAKER & TAYLOR

SCENE & HEARD A/V

Library & Education Account Audio/Video Product Returns Policy
(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns **(excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product)** require prior return authorization from an AV Customer Service Representative. ***Please contact your AV Customer Service Rep at 800-775-1200.***

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. ***All claims must be made within 45 days of invoice date.***

1. When calling for return authorization, please have the following information available:
   A. Your account number and invoice #s
   B. Reason for the claim/return
   C. Action being requested -
      1. Replacement of product (defective return will receive a replacement of the same title)
      2. Credit to your account; no replacement product necessary for incorrectly shipped items
      3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.*** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s), and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 15 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:
Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

BAKER & TAYLOR

Continuation Services Return Policy

STANDING-ORDER CANCELLATION AND RETURN POLICY

Baker & Taylor Continuation Services is a customized standing-order program designed for public, academic and school libraries. Customers may sign up for series on a standing-order basis, and will automatically receive every publication as they become available from publishers. Due to the nature of this program, only the exact amount of required books is ordered from each publisher on behalf of profiled customers. It is therefore necessary to adhere to a firm cancellation/return policy (described below).

CANCELLATION POLICY

The customer must notify Continuation Services at 800-775-3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

To keep customers informed of their backordered titles, Continuation Services shipments include a Backorder Status Report. This report lists titles which a customer can expect to receive within the next three months. NOTE: Backorder Status Reports should be reviewed immediately upon receipt of shipment. Also, Master Profile Reports, a listing of all series on a customer's standing-order profile, are available upon request. Registered users may also view/maintain their standing order profiles and backordered titles via http://compass.btol.com.

RETURN POLICY

The following guidelines are required to ensure prompt handling of your return. All Continuation Services product returns require authorization from your Continuation Services Customer Account Representative in Bridgewater, New Jersey (800) 775-3600.

- Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.
- Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice.
- Products purchased with value-added processing services, which have been shipped as ordered or property stamped by your library, are considered non-returnable.
- A title, which is ordered and received through Baker & Taylor Continuation Services, cannot be returned if a duplicate is received from another source. These books should be returned to the other supplier.

HOW TO OBTAIN RETURN AUTHORIZATION

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Continuation Services Customer Account Representative at 800-775-3600 for return authorization. All claims for damages and shortages must be made within 45 days from the date of invoice.

1. When calling for return authorization, please have the following information available:
    a. Return Authorization Form – attached to the carton packing list
    b. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
    c. Reason for claim/return
    d. Action being requested:
        i. Replacement of product
        ii. Credit to your account; no replacement product necessary
2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label. **Ship returns to: Baker & Taylor Returns Center, Dept. R, 251 Mt. Olive Church Rd. Commerce, GA 30599**
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

DAMAGED SHIPMENTS

If you receive a damaged carton(s), which resulted in a damaged product(s), please hold the product(s) and save the carton for carrier inspection. If the damage is visible at the time of delivery, bring it to the carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Continuation Services Customer Account Representative via the toll-free number listed below.

CLAIMING SHORTAGES

Please check your packing list or invoice before claiming shortages. All shortage claims must be made within 45 days from the product's invoice date. Please ensure you have received all cartons of a shipment prior to signing for receipt from the carrier. Cartons you have signed for as received from the carrier are not claimable as shortages from Baker & Taylor.

APPENDIX 6
SAMPLE INVOICE & CONSOLIDATED INVOICE

BAKER&TAYLOR
the future delivered

Sample Book Invoice with Processing Charges

INVOICE

INVOICE # 5000815500
INVOICE DATE 05/11/19
ACCOUNT # XXXXXX Lxxxxxx 3 000000
ATS # SOM0000000
PAGE 001

SHIPPED FROM
CUSTOMER SERVICE
CREDIT

MOMENCE
1-800-775-1200
800.340.5370/INTL 704.998.3399

GST/TAX ID # 00-00000000000000
PO # SAMPLE

BILL ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME: SAMPLE
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

SHIP ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME SAMPLE
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

ALL CLAIMS MUST BE MADE WITHIN 45 DAYS OF INVOICE. RETURN AUTHORIZATION REQUIRED. NOT RESPONSIBLE FOR GOODS SENT UNINSURED.

SHIPMENT FOR ORDER 00000001

QTY	TITLE / BT ORDER #	CUSTOMER PO #	AUTHOR / FUND #	TYPE / CUST REF #	ISBN / ISBN-10	PUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE
1	PRIVATE VEGAS 00000003	SAMPLE3	PATTERSON, JAME 333333	PAP	9781455515936 1455515930	GDCTL	xx.xx	xx.x%	xx.xx	xx.xx
1	SHOE DOG 00000003	SAMPLE3	KNIGHT, PHILIP 333333	HRD	9781501135910 1501135910	SIMON	xx.xx	xx.x%	xx.xx	xx.xx
1	WICKED CHARMS 00000003	SAMPLE3	EVANOVICH, JANE 333333	PAP	9780553392739 0553392735	RANMM	xx.xx	xx.x%	xx.xx	xx.xx
3				PAGE TOTAL						xx.xx

SUB TOTAL xx.xx
USD CURRENCY

1 MYLAR JACKET STANDAR AT x.xx = x.xx

VAS x.xx

CITY TAX 0.00
COUNTY TAX 0.00
STATE TAX 0.00
TOTAL

TERMS : 00 NET 30 DAYS
AMOUNTS BILLED IN USD

TOTAL AMOUNT DUE xx.xx

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

Sample DVD / Music CD Invoice

BAKER & TAYLOR

UPS SHIPPER NO.
LVHS IN HOUSE DO
PKG. ID #
P20548922

SOLD
TO: *Customer Name - SAMPLE*
Address - SAMPLE

SHIP
TO: *Customer Name and Address*

BILL TO CUSTOMER NO.	SHIP TO CUSTOMER NO.	DATE SHIPPED	INVOICE NO.	INVOICE NO.	PAGE NO.
		02/26/19	P20548922	P20548922	1

TIME	DATE ENTERED	TERMS	CTN COUNT	FOB	ORDER POINT	SHIP POINT
		NET 30 DAYS FROM DATE OF INVOICE	1 CARTON	DESTINATION		

TOTAL WEIGHT		B/O BIN	SHIP VIA		INSIDE SALES REP	ORDER TYPE / OUTSIDE SALES REP	

PO	LABEL	ITEM NUMBER	DESCRIPTION	QTY PACK	LINE NO	ORD	SHIP	B/O	UNIT RETAIL	DISC %	AMOUNT	CUSTOMER P.O. NUMBER
DD	GEPI	81247	4 MONTHS, 3 WEEKS, AND 2 DAYS	1	001	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	MAYA	MA1049	AMEXICANO	1	002	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	LGHE	22665	BELLA	1	003	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	LGHE	22265	BIGGEST LOSER WORKOUT CARDIO MA	1	004	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CTC	BOB010	BOB LE FLAMBEUR	1	005	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	TW	2257043	GOOSEBUMPS.	1	006	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	MC	61029600	HOUSE M.D.	1	008	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	HBO	1000038820	JOHN ADAMS	1	009	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CS	DV15611	JOHNNY SUEDE	1	010	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CO	22519	MY KID COULD PAINT THAT	1	011	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	VVN	VVIEV05311D	ROMA	1	012	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	CS	DV80012	TRAITOR	1	014	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE
DD	GEPI	79615	WORDPLAY	1	015	1	1	0	xx.xx	xx.x	xx.xx	BID SAMPLE

TOTAL ITEMS **13** **xx.xx**

TOTAL AMOUNT DUE xx.xx

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

BAKER & TAYLOR

INVOICE# XX-XXX-XXXX
INVOICE DATE: 06/30/18
ACCOUNT#: Lxxxxxx
ATS # Various

INVOICE

Shipping From COMMERCE
Customer Service: 1-800-775-3800 ext. 2744
Credit 1-704-998-3327

GST/Tax ID#: -
PO#: VARIOUS

Bill To: Account #:
SAN#
Name:
Address:

Ship To: Account #:
SAN#:
Name:
Address:

ALL CLAIMS MUST BE MADE WITHIN 45 DAYS OF INVOICE. RETURN AUTHORIZATION REQUIRED. NOT RESPONSIBLE FOR GOODS SENT UNINSURED.

Acct	Qty	Title	Author	ISBN 13	CustomerPO	Invoice Num	Unit Price	Disc	Net Unit Price	Extended Price
441443	2	A House for Hermit Crab	Carle, Eric	0887080561	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Anno's Counting Book	Anno, Mitsumasa	069001287X	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Babar and His Children	Brunhoff, Jean de	0394805771	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Big Al	Clements, Andrew	0887080758	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	5	Cloudy With a Chance of Meatballs	Barrett, Judi	0689306474	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Dinosaurs, Dinosaurs	Barton, Byron	0694002690	JUVPICBK	5015035616	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Carl's Christmas	Day, Alexandra	0374311145	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Charlie Brown Thanksgiving	Schulz, Charles M.	1614790302	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Christmas Day in the Morning	Buck, Pearl S.	0688162673	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Christmas Parade	Boynton, Sandra	1442468130	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Christmas in the Barn	Brown, Margaret Wise	0062379860	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Clark the Shark Loves Christmas	Hale, Bruce	0062374524	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Click, Clack, Boo!	Cronin, Doreen	1442465530	JPICTHOLIDAY	5015037124	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	George and the Unbreakable Code	Hawking, Lucy	1481466275	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Jim & Me	Gutman, Dan	0060594969	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Jubilee	Giff, Patricia Reilly	0385744862	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	London Art Chase	Grant, Natalie	0310752655	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Lost Boy	Green, Tim	0062317083	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Mayday	Harrington, Karen	0316298018	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Miss Daisy Is Still Crazy!	Gutman, Dan	0062284355	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Music in My Heart	Falligant, Erin	1609587715	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Oh, Valentine, We've Lost Our Minds!	Gutman, Dan	0062284037	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Oona Finds an Egg	Griffin, Adele	0545732794	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Redeemed	Haddix, Margaret Peterson	1442497564	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	2	Ruby Lee & Me	Hitchcock, Shannon	0545782309	JFICE-K	5015037188	xx.xx	xx.x%	xx.xx	xx.xx
441443	3	I Scream for Ice Cream	Driscoll, Laura	0062294199	JBEGRDRFICA-D	5015037219	xx.xx	xx.x%	xx.xx	xx.xx

441443	5 Mr Brown Can Moo! Can You?	Seuss, Dr.	0394806220	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	3 Splat the Cat and the Quick Chicks	Driscoll, Laura	0062294253	JBEGRDRFICA-D	5015037219	xx.xx	xx.x%	xx.xx
441443	5 Ten Apples Up on Top	Seuss, Dr.	0394800192	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	5 The Shape of Me and Other Stuff	Seuss, Dr.	0394826876	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	5 There Is a Bird on Your Head!	Willems, Mo	1423106865	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	5 Today I Will Fly!	Willems, Mo	1423102959	JBEGRDRFICR-Z	5015037219	xx.xx	xx.x%	xx.xx
441443	3 When Andy Met Sandy	dePaola, Tomie	1481441558	JBEGRDRFICA-D	5015037219	xx.xx	xx.x%	xx.xx
441443	3 Amelia Bedelia Makes a Friend	Parish, Herman	0062075160	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Bears in the Night	Berenstain, Stan	0394822862	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Because a Little Bug Went Ka-choo!	Rosetta Stone	0394831306	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Fancy Nancy and the Mean Girl	O'Connor, Jane	0062001787	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Fancy Nancy the 100th Day of School	O'Connor, Jane	0061703753	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley	Brown, Jeff	0062189824	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley and the Lost Treasure	Brown, Jeff	0062365967	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	1 Frog and Toad Are Friends	Lobel, Arnold	0060239581	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Frog and Toad Together	Lobel, Arnold	0060239603	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Fun With Ed and Fred	Bolger, Kevin	0062286005	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Halloween Mice!	Roberts, Bethany	0544232798	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge and the Wild Goose Chase	Rylant, Cynthia	0689811721	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	5 Heroes of Gotham City	Bright, J. E.	1481477226	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 I Am Lily	Penguin Group	0723280835	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Max Finds an Egg	Blevins, Wiley	044847994X	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Paddington Plays On	Bond, Michael	0062430718	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Paddington and the Magic Trick	Bond, Michael	0062430688	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Polar Bear Babies	Ring, Susan	0399549552	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Puppy Mudge Loves His Blanket	Rylant, Cynthia	0689839839	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 See Me Run	Meisel, Paul	0823423492	JBEGRDRFICL-Q	5015037221	xx.xx	xx.x%	xx.xx
441443	3 The Berenstain Bears Old Hat, New Hat	Berenstain, Stan	0394806697	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 The Berenstain Bears and the Missing Dinosaur Bone	Berenstain, Stan	0394844475	JBEGRDRFICA-D	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Tony Baloney Yo Ho Ho, Halloween!	Ryan, Pam Munoz	054590885X	JBEGRDRFICR-Z	5015037221	xx.xx	xx.x%	xx.xx
441443	3 Andy & Sandy's Anything Adventure	dePaola, Tomie	1481441574	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Annie and Snowball and the Dress-up Birthday	Rylant, Cynthia	1416909389	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Annie and Snowball and the Pink Surprise	Rylant, Cynthia	1416909419	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Annie and Snowball and the Wedding Day	Rylant, Cynthia	1416974857	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	5 Better Call Batman!	Bright, J. E.	1481479563	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	5 Blue Train, Green Train	Awdry, W.	037583463X	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley Goes Camping	Brown, Jeff	0061430137	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Flat Stanley and the Very Big Cookie	Brown, Jeff	0062189794	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Gone Fishin'!	Berenstain, Mike	0062075608	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Gran on a Fan	Bolger, Kevin	0062285963	JBEGRDRFICA-D	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge	Rylant, Cynthia	0689810040	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge and the Great Grandpas	Rylant, Cynthia	0689811705	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Henry and Mudge in the Sparkle Days	Rylant, Cynthia	0689810180	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Honey Bunny Funnybunny	Sadler, Marilyn	0679881816	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 It's Not Easy Being a Bunny	Sadler, Marilyn	0394861027	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Money, Money, Honey Bunny	Sadler, Marilyn	0375833706	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Mr. Putter & Tabby Dance the Dance	Rylant, Cynthia	015206415X	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Mr. Putter & Tabby Drop the Ball	Rylant, Cynthia	0152050728	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	3 Mr. Putter & Tabby Hit the Slope	Rylant, Cynthia	0152064273	JBEGRDRFICR-Z	5015037223	xx.xx	xx.x%	xx.xx
441443	2 The Tao of Physics	Capra, Fritjof	1590308352	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 The Tiger	Vaillant, John	0307389049	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 The Triumph of Seeds	Hanson, Thor	0465097405	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Time Travel	Gleick, James	0307908798	AD500	5015037312	xx.xx	xx.x%	xx.xx

441443	1 Undeniable	Nye, Bill	1250074223	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Unlikely Friendships	Holland, Jennifer S.	0761159134	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	2 What If?	Munroe, Randall	0544272994	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 What a Fish Knows	Balcombe, Jonathan	0374288216	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Why Evolution Is True	Coyne, Jerry A.	0143116649	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	2 Wild North Carolina	Blevins, David	080783467X	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 Wild Sex	Bondar, Carin	1681771667	AD500	5015037312	xx.xx	xx.x%	xx.xx
441443	1 A Churn for the Worse	Bradford, Laura	0425273032	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 A Medal for Murder	Brody, Frances	1250042712	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 A Nose for Justice	Brown, Rita Mae	0345511824	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 A Voice in the Night	Camilleri, Andrea	014312644X	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 Agatha Raisin and the Day the Floods Came	Beaton, M. C.	1250093996	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 Agatha Raisin and the Terrible Tourist	Beaton, M. C.	1250045509	ADMYSTERYA-D	5015037328	xx.xx	xx.x%	xx.xx
441443	1 Super Cool Forces and Motion Activities with Max Axiom	Biskup, Agnieszka	1491420790	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	2 The Big Book of Bugs	Zommer, Yuval	0500650675	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Great White Shark Scientist	Montgomery, Sy	054435298X	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Moon Changes Shape	Beaton, Kathryn	163362000X	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Most Amazing Creature in the Sea	Guiberson, Brenda Z.	0805099611	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 The Octopus Scientists	Montgomery, Sy	0544232704	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Trailblazers	Swaby, Rachel	0399553967	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Traveling Butterflies	Shingu, Susumu	1771471484	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Velociraptor	Gray, Susan Heinrichs	1631439863	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Welcome to Mars	Aldrin, Buzz	1426322062	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Where Is the Great Barrier Reef?	Medina, Nico	0399542396	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Wild at Heart	Farley, Terri	0544392949	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Wildfires	Simon, Seymour	0062345028	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 Worms for Breakfast	Becker, Helaine	1771471050	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	1 You Wouldn't Want to Live Without Clocks and Calendars!	MacDonald, Fiona	0531219283	JUV500	5015037374	xx.xx	xx.x%	xx.xx
441443	2 A Painted House	Grisham, John	0385337930	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	1 About a Boy	Hornby, Nick	1573227331	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	1 Absolute Fear	Jackson, Lisa	0821779362	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	2 Angel Falls	Hannah, Kristin	0345484274	FICTIONE-K	5015037385	xx.xx	xx.x%	xx.xx
441443	1 The Relationship Engine	Wallace, Ed	0814437133	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 The Start-Up of You	Hoffman, Reid	0307888908	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 The Third Wave	Case, Steve	150113258X	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 The Virgin Way	Branson, Richard	1591847982	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 Wellbeing	Rath, Tom	1595620400	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 Winning Well	Hurt, Karin	0814437257	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 Your One Word	Carmichael, Evan	014310909X	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	2 Zero to One	Thiel, Peter	0804139296	BUSINESS	5015037682	xx.xx	xx.x%	xx.xx
441443	1 A Baxter Family Christmas	Kingsbury, Karen	1451687567	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Beauty Refined	Peterson, Tracie	0764213253	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Gathering in Hope	Gulley, Philip	1455562599	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Lady Unrivaled	White, Roseanna M.	0764213520	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Love Transformed	Peterson, Tracie	0764213261	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Note Yet Unsung	Alexander, Tamera	0764206249	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Portrait of Emily Price	Reay, Katherine	0718077911	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 A Son's Vow	Gray, Shelley Shepard	0062337793	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 Because It's Christmas	Spencer, Katherine	0425282236	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 Because You're Mine	Coble, Colleen	0718083806	INSPIRATIONAL	5015038243	xx.xx	xx.x%	xx.xx
441443	1 Book Club Babies	Lee, Ashton	1496705807	FICTIONL-Q	5015038467	xx.xx	xx.x%	xx.xx
441443	1 Cemetery Dance	Preston, Douglas	1455584428	FICTIONL-Q	5015038467	xx.xx	xx.x%	xx.xx

441443	2 Cross Fire	Patterson, James	0446574716	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Dance of Death	Preston, Douglas	1455582921	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	2 Dept. of Speculation	Offill, Jenny	0345806875	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	2 Everything I Never Told You	Ng, Celeste	159420571X	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Fever Dream	Preston, Douglas	1455584398	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 French Kiss	Patterson, James	0316358878	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Go Set a Watchman	Lee, Harper	0062409859	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Hot Milk	Levy, Deborah	1620406691	FICTIONL-Q	5015038467	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Spaceships and Rockets	Lock, Deborah	1465445129	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	5 Splat the Cat and the Duck With No Quack	Scotton, Rob	0061978582	JBEGRDRFICR-Z	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Squirrels	Murray, Julie	1680801198	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Storms!	Goin, Miriam Busch	1426303955	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Swim Fish!	Neuman, Susan B.	1426315112	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Swing, Sloth!	Neuman, Susan B.	1426315074	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 The Sun	Glaser, Chaya	1627245693	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Weather	Rattini, Kristin Baird	1426313497	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Wild Baby Animals	Lock, Deborah	1465445986	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Wild Insects and Spiders!	Kratt, Martin	1101939028	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 Wild Predators	Kratt, Martin	0553524739	JUVEASYRDRNF	5015038626	xx.xx	xx.x% xx.xx	xx.xx
441443	1 13 Things Mentally Strong People Don't Do	Morin, Amy	0062358294	AD100	5015039246	xx.xx	xx.x% xx.xx	xx.xx
441443	1 A Curious Mind	Grazer, Brian	1476730776	AD100	5015039246	xx.xx	xx.x% xx.xx	xx.xx

314 TOTAL UNITS

PRODUCT SUB TOTAL xxx.xx

TOTAL AMT DUE xxx.xx

TERMS: 00 NET 30 DAYS
AMOUNTS BILLED IN USD

REMIT TO: BAKER & TAYLOR
P.O. BOX 277930
ATLANTA, GA 30384-7930

PLEASE INDICATE INVOICE # ON YOUR REMITTANCE

APPENDIX 7
SAMPLE MONTHLY STATEMENT

BAKER & TAYLOR
the future delivered

2550 West Tyvola Road • Suite 300 • Charlotte, NC 28217 • USA

15996 1 MB 0.402

Library Name
Address Line 1
Address Line 2
City / State / Zip

ACCOUNT #	STATEMENT DATE	PAGE #
XXXXXXXX	XX/XX/XXXX	1

ITEM NUMBER	ITEM DATE	NET DUE BY	PURCHASE ORDER GROSS REFERENCE	ITEM AMOUNT	BALANCE
V96468380	042613	052613	P0303640	81.42	81.42

PLEASE FORWARD ALL REMITTANCE DETAIL FOR ACH, WIRES & DRAFTS TO:

FAX: 704.998.3314 ATTN: Cash or email dl-arsupport@btol.com

QUESTIONS REGARDING YOUR STATEMENT?
CALL 704.998.3399 OR 800.340.5370

CURRENT	1-30 PAST DUE	31-60 PAST DUE	60+ PAST DUE	TOTAL
81.42	0.00	0.00	0.00	81.42

KEEP THIS COPY FOR YOUR RECORDS

BAKER & TAYLOR
the future delivered

2550 West Tyvola Road • Suite 300 • Charlotte, NC 28217 •

Library Customer Name

SEND PAYMENT TO:

Baker & Taylor
P.O. Box 277930
Atlanta, GA 30384-7930

ACCOUNT #	STATEMENT DATE	PAGE #
XXXXXXXX	XX/XX/XXXX	1

ITEM NUMBER	ITEM DATE	AMOUNT
V96468380	042613	81.42

PLEASE INCLUDE ACCOUNT # ON CHECK

TO ENSURE PROPER CREDIT RETURN THIS REMITTANCE ADVICE WITH PAYMENT TO THE ADDRESS ABOVE

STATEMENT BALANCE
$ 81.42 USD

APPENDIX 8
SAMPLE PACKING LIST

BAKER & TAYLOR

CARTON PACKING LIST

THIS IS NOT AN INVOICE

I

ACCOUNT #: XXXXXX Lxxxxxx 3 000000
ATS#: SOMXXXXXXXBT
CUSTOMER PO#: BID SAMPLE
CUSTOMER SERVICE:

CARTON #: 1 OF 1
CARRIER: LVHS IN HOUSE DO NOT SHIP
PACK DATE: 05/06/20
PAGE: 1
CONTAINER #: 40XXXXXXX

SHIP TO:

SAMPLE
XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

FROM:

BAKER & TAYLOR
XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

THIS IS NOT AN INVOICE. ALL TOTALS ARE UNADJUSTED. DO NOT PAY FROM THIS DOCUMENT.

QTY	TITLE / AUTHOR	TYPE	PUB	ISBN - 10 DIGIT / ISBN - 13 DIGIT	PRICE	DISC	EXT. PRICE	CUST. PO # / CUST. REF. ID#
1	ALTERING AMERICAN CONSCIOUSNE TRACY, SARAH W. (EDT)/	PAP	UMASS	1558494251 9781558494251	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	ANTIQUES FLEE MARKET : ALLAN, BARBARA.	HRD	KNSGT	0758211953 9780758211958	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	BILLIONAIRE'S VINEGAR : WALLACE, BENJAMIN,	HRD	RANDO	0307338770 9780307338778	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	CASE OF EXPLODING MANGOES / HANIF, MOHAMMED.	HRD	RANDO	0307268071 9780307268075	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	DUST TRACKS ON A ROAD : HURSTON, ZORA NEALE.	PAP	HPCLP	0060854081 9780060854089	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	ILLUSTRATED KITCHEN BIBLE / DORLING KINDERSLEY, INC.	HRD	DORKI	0756639743 9780756639747	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	KING RICHARD THE LIONHEARTED DOHERTY, KATHERINE M.	LIB	ENSLO	0766014592 9780766014596	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	KNIT FAST, DIE YOUNG : KRUGER, MARY	PAP	POCKE	0743484746 9780743484749	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	LA CABANA/THE SHACK : YOUNG, WILLIAM PAUL/ JAC	PAP	GDCRL	1935170007 9781935170006	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	LA SUMA DE LOS DIAS ALLENDE, ISABEL	HRD	HARPE	0061551872 9780061551871	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	LOUD SILENCE OF FRANCINE GREE CUSHMAN, KAREN.	HRD	HOUGJ	0618504559 9780618504558	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	NATIONAL AUDUBON SOCIETY GUID FITZHARRIS, TIM,	PAP	FIREF	1554073928 9781554073924	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	RED, WHITE, AND BLUE / HAYDEN, LAURA.	PAP	TYNDA	1414319401 9781414319407	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	RIGHT TO DIE AND EUTHANASIA / YOUNT, LISA.	HRD	FACTS	0816062757 9780816062751	xx.xx	xx.xx	xx.xx	BID SAMPLE
1	SOLAR POWER YOUR HOME FOR DUM DEGUNTHER, RIK,	PAP	WILTR	0470175699 9780470175699	xx.xx	xx.xx	xx.xx	BID SAMPLE

15 TOTAL UNITS PACKED IN CARTON

TOTAL PRICE xx.xx xx.xx TOTAL EXTENDED PRICE

FOR INSTRUCTIONS ON SUBMITTING RETURNS PLEASE VISIT http://www.btol.com/pdfs/Returns_Library.pdf.
ALL CLAIMS MUST BE MADE WITHIN 45 DAYS FROM RECEIPT OF GOODS.

APPENDIX 9
SAMPLE CREDIT MEMO

Credit Memo - Sample

BAKER & TAYLOR

CREDIT/DEBIT MEMO COPY

INVOICE # 5000598820
INVOICE DATE 04/04/20
ACCOUNT # XXXXXX Lxxxxxx 3 00000C
ATS # MOM0000000

PAGE 001

SHIPPED FROM MOMENCE
CUSTOMER SERVICE 1-800-775-1200
CREDIT 800.340.5370/INTL 704.998.3395

GST/TAX ID # 00-00000000000000
PO # BID SAMPLE

BILL TO
ACCOUNT # XXXXXX Lxxxxxx 3 00000C
SAN # XXX
NAME: SAMPLE CREDIT MEMO
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

MAIL TO
NAME: SAMPLE CREDIT MEMO
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

SHIP TO
ACCOUNT # XXXXXX Lxxxxxx 3 000000
SAN # XXX
NAME SAMPLE CREDIT MEMO
ADDRESS XXX XXXXXXXX XXXXXXX
XXXXXXX, XX XXXXX

CREDIT MEMOS MUST BE USED WITHIN 12 MONTHS OF DATE OF ISSUE OR THEY EXPIRE. PREPAYMENTS AND DEPOSITS ON ACCOUNT EXCLUDED.

MEMO REASON: DU07
RTAC054046

QTY	TITLE		AUTHOR	TYPE	ISBN	PUB	PRICE	DISC.	NET PRICE	EXTENDED PRICE	CODE
	BT ORDER #	CUSTOMER PO #	FUND #	CUST REF #	ISBN-10						
1	SAMPLE TITLE 1		AUTHOR 1	HRD	9780756613228	DKMER	XX.XX	XX.X %	XX.XX	XX.XX	DU07
	00000001	BID SAMPLE	222222		0756613221						
1											

SUB TOTAL XX.XX
USD CURRENCY

TOTAL

AMOUNTS CREDIT IN USD

TOTAL AMOUNT XX.XX

REMIT TO: BAKER & TAYLOR,
P.O. BOX 277930
ATLANTA, GA 30384-7930
NEW REMITTANCE ADDRESS

PLEASE INDICATE CREDIT # ON YOUR REMITTANCE

APPENDIX 10
SAMPLE CANCELLATION REPORT / STATUS REPORT

Sample CLS Monthly Status Report
Book and Spoken Word Audio
Pending/Backorder

Status	Bill To Customer Number	Customer Name	Isbn10	Isbn13	Title	Author/Artist	Binding	Pub Date	Publisher	Report Code	Qty	Total Discounted Value	Customer Po	Order Entry Date	Order No	Order Line No
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0743201698	9780743201698	(The New) Rolling Stone Album Guide	Brackett, Nathan	PAP	02-Nov-2004	SMNRB		1	$ 28.45	AD NF 700	15-Dec-2008	86818599	00418
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0764326434	9780764326434	100 New York Painters	Dantzic, Cynthia Mari	HRD	01-Nov-2006	SCHFP		1	$ 37.95	AD NF 700	15-Dec-2008	86813251	00414
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	007161561X	9780071615617	101 French Idioms + Mp3 Disc	Cassagne, Jean-Mar	PAP	02-Feb-2009	MCGRA	NP	1	$ 7.49	AD NF 400	06-Jan-2009	86783927	00171
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0071615555	9780071615556	101 French Proverbs + Mp3 Disc	Cassagne, Jean-Mar	PAP	02-Feb-2009	MCGRA	NP	1	$ 7.49	AD NF 400	06-Jan-2009	86812410	00384
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1593372603	9781593372608	101 Things Everyone Should Know About Catholicism	Wiggins, James B.	PAP	01-Mar-2005	ADAMM		1	$ 9.45	AD NF 200	03-Dec-2008	86652065	00133
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764137506	9780764137501	2001 French and English Idioms/2001 Idiotismes Francais	Sices, David	PAP	01-Oct-2007	BARRN		1	$ 16.14	AD NF 400	15-Dec-2008	86812410	00069
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0061148806	9780061148804	25 Apartments & Lofts Under 2500 Square Feet	Trulove, James Grayson	PAP	01-Feb-2007	HPRDI		1	$ 37.95	AD NF 700	15-Dec-2008	86818599	00039
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423410769	9781423410768	25 Great Sax Solos	Morones, Eric J.	PAP	01-Apr-2008	LEONH		1	$ 18.85	AD NF 700	15-Dec-2008	86818599	00382
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0634082622	9780634082624	28 Italian Songs And Arias of the 17th And 18th Centuries	Hal Leonard Publishing	PAP	01-Jun-2008	LEONH		1	$ 9.45	AD NF 700	15-Dec-2008	86818599	00349
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764110209	9780764110207	301 Polish Verbs	Janecki, Klara	PAP	01-Feb-2000	BARRN		1	$ 16.14	AD NF 400	12-Dec-2008	86783927	00077
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	8931433700	9788931433706	40 Digital Photo Retouching Techniques with Photoshop	Lee, Zack	PAP	01-Apr-2007	OREIL		1	$ 8.82	AD NF 700	10-Dec-2008	86746261	00013
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0517880733	9780517880739	50 Fabulous Parties for Kids	Hetzer, Linda	PAP	01-Apr-1994	RANHP		1	$ 14.25	AD NF 700	15-Dec-2008	86813251	00734
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0800719083	9780800719098	90 Minutes In Heaven	Piper, Don	HRD	01-Feb-2005	BAKER		1	$ 7.21	AD NF 200	03-Dec-2008	86652094	00028
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	0789715251	9780789715251	A Brief History Of Medicine	Strathern, Paul	PAP	14-Jul-2005	PRSBT		1	$ 13.26	AD NF 600	12-Dec-2008	86784018	00013
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0815411332	9780815411338	A Century of Dance	Driver, Ian	PAP	01-Jan-2001	NABKW	OS	1	$ 33.20	AD NF 700	16-Dec-2008	86813251	00574
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1557254540	9781557254542	A Child Shall Lead Them	Weible, Wayne	PAP	01-Oct-2005	PARCS		1	$ 15.15	AD NF 200	03-Dec-2008	86652117	00079
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0140444734	9780140444735	A Confession and Other Religious Writings	Tolstoy, Leo	PAP	01-Jan-1988	PENGU		1	$ 13.30	AD NF 200	03-Dec-2008	86652094	00192
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	006121437X	9780061214370	A Dress for Diana	Emanuel, David	HRD	01-Aug-2006	HARPE		1	$ 28.45	AD NF 700	15-Dec-2008	86813251	00357
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0807407542	9780807407547	A Faithful Heart	Levy, Benjamin	PAP	01-Aug-2001	UAHCP		2	$ 35.80	AD NF 200	03-Dec-2008	86652129	00102
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0060522321	9780060522322	A Gospel of Shame	Brunt, Frank	PAP	01-Jan-2002	HPCLP		1	$ 13.26	AD NF 200	03-Dec-2008	86652094	00058
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	156743035X	9781567430356	A Hard Road to Glory	Ashe, Arthur	PAP	01-Dec-1993	HPCLP		1	$ 8.45	AD NF 700	15-Dec-2008	86813251	00008
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0743201240	9780743201241	A Lithgow Palooza	Lithgow, John	PAP	01-Apr-2004	SMNPB		1	$ 14.25	AD NF 700	15-Dec-2008	86813251	00804
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0060520167	9780060520168	A New World Trade Center	Protetch, Max	HRD	01-Aug-2002	HARPE		1	$ 28.45	AD NF 700	15-Dec-2008	86818599	00046
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	0195341600	9780195341898	A Parent's Guide to Rheumatic Disease in Children	Lehman, Thomas	PAP	14-Apr-2008	UOXFT		1	$ 15.26	AD NF 600	12-Dec-2008	86784088	00236
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0874518482	9780874518481	A People Divided	Wertheimer, Jack	PAP	01-Sep-1997	UNENG		1	$ 26.00	AD NF 200	17-Nov-2008	86387849	00014
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0674026764	9780674026766	A Secular Age	Taylor, Charles	HRD	20-Sep-2007	UHRVD		1	$ 37.95	AD NF 200	03-Dec-2008	86652117	00140
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0807408317	9780807408311	A Shabbat Reader	Elkins, Dov Peretz	PAP	01-Feb-1999	UAHCP		1	$ 19.80	AD NF 200	03-Dec-2008	86652129	00087
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	184195800X	9781841958002	A Short History of Myth	Armstrong, Karen	PAP	12-Oct-2006	PSWTF		1	$ 6.84	AD NF 200	03-Dec-2008	86652065	00059
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0804228886	9780804228882	A Short World History of Christianity	Mullin, Robert Bruce	PAP	18-May-2008	PRSBY		1	$ 28.45	AD NF 200	03-Dec-2008	86652065	00093
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1559392908	9781559392907	A Truthful Heart	Hopkins, Jeffrey	PAP	12-Feb-2008	NABNW		1	$ 8.64	AD NF 200	03-Dec-2008	86652065	00186
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500202435	9780500202432	Abstract Expressionism	Anfam, David	PAP	01-Nov-1990	NORTD		1	$ 10.95	AD NF 700	16-Dec-2008	86813251	00411
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0061133022	9780061133923	AC/DC	Engleheart, Murray	PAP	01-Feb-2008	HPCLP		1	$ 9.80	AD NF 700	15-Dec-2008	86818599	00347
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1400046021	9781400046025	Act Now!	Jazwinski, Peter	PAP	01-Sep-2003	RANFP		1	$ 12.35	AD NF 700	15-Dec-2008	86813251	00788
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0486203964	9780486203966	African Sculpture	Segy, Ladislas	PAP	01-Jan-1958	DOVER		1	$ 5.75	AD NF 700	15-Dec-2008	86813251	00268
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	087930819X	9780879308108	Afro-Cuban Jazz	Yanow, Scott	PAP	01-Dec-2000	LEONH		1	$ 10.38	AD NF 700	15-Dec-2008	86813251	00757
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1933090182	9781933090187	After Jackie	Fussman, Cal	HRD	03-Apr-2007	BALAT		1	$ 23.70	AD NF 700	15-Dec-2008	86813251	00866
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	3822849227	9783822849224	Albrecht Durer	Wolf, Norbert	PAP	14-Jun-2005	TASCH	OS	1	$ 6.77	AD NF 700	15-Dec-2008	86818599	00283
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0634073990	9780634073991	Alive at the Village Vanguard	Singer, Barry	HRD	01-Oct-2008	LEONH		1	$ 26.65	AD NF 700	15-Dec-2008	86813251	00869
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423408187	9781423408185	All About Drums	Mattingly, Rick	PAP	01-Nov-2006	LEONH		1	$ 18.85	AD NF 700	15-Dec-2008	86818599	00377
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0879307595	9780879307682	All Music Guide to Hip Hop	Bogdanov, Vladimir	PAP	01-Oct-2003	LEONH	OS	1	$ 14.42	AD NF 700	15-Dec-2008	86813251	00505
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	0806583708	9780806583702	Alligators & Crocodiles	Behler, John L.	PAP	01-Apr-1994	MOTOR	OS	1	$ 17.05	AD NF 500	18-Nov-2008	86414472	00501
RESERVE	123456L4121785000005	YOUR PUBLIC LIBRARY	1580421370	9781580421373	America and the Islamic Bomb	Armstrong, David	HRD	23-Oct-2007	RANDO		1	$ 23.70	AD NF 500	18-Nov-2008	86414472	00541
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0810963838	9780810963634	American Art 1908-1947	De Chassey, Eric	HRD	01-Mar-2002	ABRAM	OS	1	$ 42.75	AD NF 700	16-Dec-2008	86813251	00220
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	0944235540	9780944235546	American Cancer Society's Complete Guide to Prostate	Bostwick, David G.	PAP	01-Jun-2008	MCGRA		1	$ 18.95	AD NF 600	12-Dec-2008	86784088	00121
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0812976665	9780812978063	American Gospel	Meacham, Jon	PAP	20-Mar-2007	RANPP		1	$ 15.15	AD NF 200	03-Dec-2008	86652065	00157
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764108077	9780764108075	American Idioms and Some Phrases Just for Fun	Swick, Edward	PAP	01-Feb-1999	BARRN		1	$ 10.44	AD NF 400	12-Dec-2008	86783927	00159
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	1881071668	9781881071669	American Judaism In Popular Culture	Greenspoon, Leonard	PAP	01-Sep-2007	UNEBR		1	$ 35.00	AD NF 700	16-Dec-2008	86818599	00005
RESERVE	123456L4121785000008	YOUR PUBLIC LIBRARY	0471750238	9780471750239	American Medical Association Guide to Living With Diab	American Medical As	HRD	01-Sep-2006	WILTR		1	$ 24.65	AD NF 600	12-Dec-2008	86784018	00211
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0393065561	9780393066605	American Photobooth	Goranin, Nakki	HRD	28-Feb-2008	NORTD	OS	1	$ 24.98	AD NF 700	15-Dec-2008	86813251	00702
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0385519265	9780385519267	American Priestess	Geniesse, Jane Fletcher	HRD	17-Jun-2008	BANTT		1	$ 24.70	AD NF 200	03-Dec-2008	86652065	00189
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0813532191	9780813532196	American Reform Judaism	Kaplan, Dana Evan	PAP	01-Jul-2003	URUTG		1	$ 22.76	AD NF 200	03-Dec-2008	86652065	00019
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1883011055	9781883011858	American Sermons	Warner, Michael	HRD	01-Mar-1999	PEUSA		1	$ 22.20	AD NF 200	03-Dec-2008	86652094	00199
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0825612300	9780825612305	Americas All Time Favorite Songs	Appleby, Amy	PAP	01-Jun-1991	MUSAL		1	$ 23.70	AD NF 700	15-Dec-2008	86813251	00009
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	0778800229	9780778800224	America's Best Slow Cooker Recipes	Eye, Donna-Marie	PAP	01-Oct-2000	FIREF		1	$ 18.95	AD NF 600	28-Nov-2008	86575327	00361
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1594032270	9781594032271	America's Secular Challenge	London, Herbert	HRD	01-Aug-2008	NABNW		1	$ 9.99	AD NF 200	03-Dec-2008	86652094	00046
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0802130550	9780802130556	An Introduction to Zen Buddhism	Suzuki, Daisetz Teitaro	PAP	01-Nov-1991	PGWTF		1	$ 7.51	AD NF 200	03-Dec-2008	86652117	00028
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0807040891	9780807040890	And I Will Dwell In Their Midst	Diamond, Etan	PAP	01-Oct-2000	UNC		1	$ 22.76	AD NF 200	03-Dec-2008	86652065	00046
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500410331	9780500410659	Andre Kertesz	Sallenave, Daniele	PAP	01-Feb-2008	NORTD		1	$ 15.15	AD NF 700	15-Dec-2008	86813251	00457
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0295985156	9780295986159	Andrew Wyeth	Adams, Henry	PAP	20-Jun-2008	UWASH		1	$ 26.96	AD NF 700	15-Dec-2008	86818599	00092
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0393061116	9780393061116	Angel's World	Lesy, Michael	HRD	01-Dec-2005	NORTD		1	$ 33.25	AD NF 700	15-Dec-2008	86813251	00651
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0195312082	9780195312089	Anger	Thurman, Robert A.	PAP	28-Aug-2006	UOXFT		1	$ 13.49	AD NF 200	03-Dec-2008	86652065	00063
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1581273881	9781581273882	Anger	Chapman, Gary	PAP	01-Sep-2007	MOODY		1	$ 8.66	AD NF 200	03-Dec-2008	86652094	00007
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0761118249	9780761118240	Antiques Roadshow Primer	Prisant, Carol	PAP	15-Dec-1999	WORKM		1	$ 18.95	AD NF 700	15-Dec-2008	86813251	00351
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764137062	9780764137882	Arabic at a Glance	Wise, H.	PAP	01-Feb-2008	BARRN		1	$ 8.54	AD NF 400	15-Dec-2008	86812410	00271
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	050020294X	9780500202944	Architecture After Modernism	Ghirardo, Diane	PAP	01-Oct-1996	NORTD		1	$ 10.86	AD NF 700	15-Dec-2008	86813251	00244
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423413140	9781423413141	Arias for Soprano	Larsen, Robert L.	PAP	31-Aug-2008	LEONH		1	$ 17.05	AD NF 700	15-Dec-2008	86818599	00428
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0810941724	9780810941724	Art In the Modern Era	Dempsey, Amy	HRD	01-May-2002	ABRAM	OS	1	$ 52.25	AD NF 700	15-Dec-2008	86813251	00613
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500202737	9780500202739	Art Nouveau	Duncan, Alastair	PAP	01-Jun-1994	NORTD		1	$ 14.20	AD NF 700	15-Dec-2008	86813251	00202
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0867248502	9780867248500	Artists in Exile	Horowitz, Joseph	PAP	01-Mar-2009	HPRDI	NP	1	$ 9.82	AD NF 700	15-Dec-2008	86813251	00585
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	8878242848	9788878242847	Arts Of Africa	Not Available	HRD	04-Oct-2005	RANDO		1	$ 81.75	AD NF 700	15-Dec-2008	86813251	00544
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1584793627	9781584793809	Artwalks In New York	Harrison, Marina	HRD	01-Sep-2004	UNYU		1	$ 60.00	AD NF 700	15-Dec-2008	86813251	00222
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0789305425	9780789305405	Atlas	Atlas, Teddy	HRD	01-May-2006	HARPE		1	$ 23.70	AD NF 700	15-Dec-2008	86813251	00080
BACKORDER	123456L4121785000005	YOUR PUBLIC LIBRARY	1579908101	9781579908102	Attracting Birds, Butterflies & Other Winged Wonders to	Wetherbee, Kris	PAP	01-Feb-2006	STERL	OS	1	$ 14.20	AD NF 500	18-Nov-2008	86414472	00118
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1600595033	9781600595030	Audio Editing With Adobe Audition	Riley, Richard	PAP	01-Apr-2006	OREIL		1	$ 13.27	AD NF 000	10-Dec-2008	86746222	00024
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	9780553454802	Augustine of Hippo	Augustine, Saint, Bi	PAP	01-Jun-2006	HRCLP		1	$ 11.35	AD NF 200	03-Dec-2008	86652065	00144
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1593374127	9781593374128	Author 101 Bestselling Book Proposals	Frishman, Rick	PAP	01-Nov-2005	ADAMM		1	$ 12.90	AD NF 000	07-Nov-2008	86218036	00057
BACKORDER	123456L4121785000000	YOUR PUBLIC LIBRARY	0321539354	9780321539359	Automator For MAC Os X 1035 Leopard	Waldie, Ben	PAP	28-Dec-2007	ADDIC		1	$ 17.33	AD NF 000	10-Dec-2008	86746222	00095
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0879308435	9780879308438	B. B. King	McGee, David	PAP	01-Sep-2005	LEONH		1	$ 17.05	AD NF 700	15-Dec-2008	86813251	00479
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0743428234	9780743428231	Bad Boy	Ro, Ronin	HRD	01-Nov-2001	PCKHC		1	$ 23.75	AD NF 700	15-Dec-2008	86813251	00768
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0060953950	9780060953952	Bad News	Fenton, Tom	PAP	01-Dec-2005	HPCLP		1	$ 15.15	AD NF 000	07-Nov-2008	86218036	00152
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	1584232722	9781584232728	Bande A Part	O'Brien, Glenn	PAP	01-Aug-2009	GINGK		1	$ 33.25	AD NF 700	15-Dec-2008	86818599	00309
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764178636	9780764178631	Barron's Beginner's Self-Study Course French	Not Available	PAP	01-Apr-2006	BARRN		1	$ 28.49	AD NF 400	15-Dec-2008	86812410	00357
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764109460	9780764108944	Barron's Esl Guide to American Business English	Gathner, Andrea B.	PAP	01-Oct-1999	BARRN		1	$ 18.04	AD NF 400	12-Dec-2008	86783927	00150
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0764137838	9780764137831	Barron's German-English Dictionary	Martini, Ursula	PAP	01-Jul-2007	BARRN		1	$ 18.04	AD NF 400	15-Dec-2008	86812410	00020

Sample CLS Monthly Status Report
Book and Spoken Word Audio
Pending/Backorder

Status	20 Byte Customer Number	Customer Name	Isbn 10	Isbn 13	Title	Author/Artist	Binding	Pub Date	Publisher	Report Code	Qty	Total	List Unit Value	Customer Po	Order Date	Order No	Order Line No
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Rafols, Josep	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	12-Dec-2008	86783927	00117
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Rauch, Holger Von	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	12-Dec-2008	86783927	00085
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Marini, Raffaella	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	15-Dec-2008	86812410	00164
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Livesey, Rupert	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	15-Dec-2008	86812410	00044
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guide	Wu, Shu-hsiung	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	16-Dec-2008	86812410	00313
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Barron's Traveler's Language Guides	Sword, Jacqueline	PAP	01-Oct-2005	BARRN		1	$	12.34	AD NF 400	15-Dec-2008	86812410	00117
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Baseball Now!	Bortolotti, Dan	PAP	14-Mar-2008	FIREF		1	$	14.42	AD NF 700	15-Dec-2008	86813251	00718
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Basic Chess	Levens, David	PAP	28-Oct-2005	STERL	OS	1	$	7.55	AD NF 700	15-Dec-2008	86813251	00050
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Basketball Steps To Success	Wissel, Hal	PAP	19-Sep-2004	HUMAT		1	$	18.00	AD NF 700	15-Dec-2008	86813251	00052
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	B'Chol L'Vavcha	Fields, Harvey J.	PAP	01-Jan-2002	UAHCP		1	$	18.85	AD NF 200	03-Dec-2008	86652065	00114
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Beating Eating Disorders Step by Step	Paterson, Anna	PAP	15-Feb-2008	KINGJ		1	$	28.45	AD NF 600	12-Dec-2008	86784088	00037
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Becoming Almost Famous	Fong-Torres, Ben	PAP	01-May-2007	LEDNR		1	$	16.10	AD NF 700	18-Dec-2008	86813251	00476
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Becoming the Best Me	Omdorff, Robert	PAP	01-Apr-2004	JSTW		1	$	14.60	AD NF 600	28-Nov-2008	86575327	01254
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0393050815	9780393050813	Beethoven	Lockwood, Lewis	HRD	01-Dec-2002	NORTO		1	$	37.95	AD NF 700	15-Dec-2008	86813251	00776
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0781811929	9780781811927	Beginner's Hungarians	Boros, Katalin	PAP	31-Oct-2007	HIPPO		1	$	25.60	AD NF 400	15-Dec-2008	86812410	00273
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0781810981	9780781810982	Beginner's Iraqi Arabic	Nasrallah, Nawal	PAP	28-Feb-2006	HIPPO		1	$	28.45	AD NF 400	16-Dec-2008	86812410	00363
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0781810434	9780781810432	Beginner's Norwegian	Zukais-hansen, Lau	PAP	30-Jul-2003	HIPPO		1	$	25.60	AD NF 400	15-Dec-2008	86812410	00058
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0781811007	9780781811002	Beginner's Polish	Blaszkiewicz, Ewa W	PAP	18-Jan-2006	HIPPO	OS	1	$	20.85	AD NF 400	15-Dec-2008	86812410	00250
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	0781810895	9780781810892	Beginner's Yoruba	Fakinlede, Kayode J.	PAP	30-Nov-2005	HIPPO		1	$	28.45	AD NF 400	12-Dec-2008	86783927	00094
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1598633038	9781598633986	Beginning Game Programming With Flash	Pravaga, Lakshmi	PAP	04-Dec-2007	COTEC		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00105
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1590597478	9781590597477	Beginning Html With Css And Xhtml	Schultz, David	PAP	25-Jun-2007	SPRNC		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00033
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	[illegible]	[illegible]	Bein	Idel, Moshe	PAP	10-Feb-2004	CONTU		1	$	37.95	AD NF 200	17-Nov-2008	86387849	00060
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1569583770	9781569583778	Berenice Abbott	Yochelson, Bonnie	HRD	08-Jul-2006	NORTO		1	$	57.00	AD NF 700	15-Dec-2008	86818599	00341
BACKORDER	123456L4121785000004	YOUR PUBLIC LIBRARY	1581243324	9781581243320	Berlitz Essential Russian	Rawson-Jones, Keith	PAP	30-Aug-2005	LANSH		1	$	10.40	AD NF 400	15-Dec-2008	86812410	00212
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	0081145037	9780081145030	Best Practices Time Management	Hoover, John	PAP	01-Apr-2007	HPCLP	OS	1	$	12.30	AD NF 600	28-Nov-2008	86575327	01218
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1591025117	9781591025115	Beyond AI	Hall, J. Storrs, Ph.D.	HRD	01-May-2007	PROME		1	$	27.53	AD NF 000	10-Dec-2008	86746222	00058
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0849907705	9780849907708	Big Dummies Of The Bible	Miller, Stephen M.	PAP	26-Jul-2005	NELSO		1	$	8.49	AD NF 200	03-Dec-2008	86652065	00053
ALLOCATED	123456L4121785000053	YOUR PUBLIC LIBRARY	0064443159	9780064443159	Biscuit Wants to Play	Capucilli, Alyssa Satin	PAP	01-Jan-2002	HAPAP		1	$	2.31	JUV EASY READER	20-Nov-2008	8845613	00024
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1581054285	9781581054286	Black & White Photography	Mulligan, Steve	HRD	05-Mar-2007	STERL		1	$	28.45	AD NF 700	15-Dec-2008	86818599	00298
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470180793	9780470180792	Blackberry for Dummies	Kao, Robert	PAP	22-Oct-2007	WILCM		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00071
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470128933	9780470128930	Blackberry Pearl for Dummies	Kao, Robert	PAP	05-Feb-2007	WILCM		1	$	9.82	AD NF 000	10-Dec-2008	86746238	00066
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1423435214	9781423435211	Blackout	Spears, Britney	PAP	13-Apr-2009	LEONH		1	$	16.10	AD NF 700	15-Dec-2008	86818599	00432
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470197390	9780470197394	Blogging Heroes	Banks, Michael A.	HRD	20-Dec-2007	WILCM		1	$	13.87	AD NF 000	10-Dec-2008	86746238	00008
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0520253043	9780520253049	Blood and Belief	Slale, David	HRD	17-Oct-2007	UCASD		1	$	55.00	AD NF 200	03-Dec-2008	86652065	00012
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0306812078	9780306812071	Bob Hope	Faith, William Robert	PAP	30-Apr-2003	PRSBT	OS	1	$	18.00	AD NF 700	15-Dec-2008	86818599	00479
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0060510250	9780060510251	Bobby Fischer Goes To War	Edmonds, David	PAP	01-Mar-2005	HPCLP		1	$	18.25	AD NF 700	15-Dec-2008	86813251	00055
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0827608608	9780827608603	Bod	Dorff, Elliot N.	PAP	01-Mar-2008	JEWIS		1	$	18.20	AD NF 200	03-Dec-2008	86652129	00084
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0810943026	9780810943025	Bond Girls Are Forever	Cork, John	HRD	01-Nov-2009	ABRAM		1	$	38.00	AD NF 700	16-Dec-2008	86813251	00542
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0393322343	9780393322347	Book Business	Epstein, Jason	PAP	01-Jan-2002	NORTO		1	$	13.25	AD NF 000	07-Nov-2008	86218036	00054
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0910818975	9780910818971	Book of Chronicles I Hebrew Text & Commentary With E	Rosenberg, A. J.	HRD	01-Mar-1992	JUDAI		2	$	51.80	AD NF 200	03-Dec-2008	86652128	00136
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0910818800	9780910818803	Book of Job	Rosenberg, A. J.	HRD	01-Aug-1989	JUDAI		2	$	51.80	AD NF 200	03-Dec-2008	86652129	00117
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0910818088	9780910818087	Book of Joshua	Rashi	HRD	01-Jun-1984	JUDAI		3	$	77.70	AD NF 200	03-Dec-2008	86652129	00120
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0910818177	9780910818179	Book of Judges	Rosenberg, A. J.	HRD	01-Jun-1979	JUDAI		3	$	74.70	AD NF 200	03-Dec-2008	86652129	00113
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1578191033	9781578191038	Book of Psalms With an Interlinear Translation	Menachem Davis	HRD	01-Jan-2002	MESOH		2	$	41.78	AD NF 200	03-Dec-2008	86652117	00057
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0910818075	9780910818070	Book of Samuel 1	Rosenberg, A. J.	HRD	01-Jun-1981	JUDAI		3	$	77.70	AD NF 200	03-Dec-2008	86652129	00114
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	1878351170	9781878351173	Botticelli	Santi, Bruno	PAP	01-Jun-1991	RIVPO		1	$	19.84	AD NF 700	16-Dec-2008	86813251	00421
RESERVE	123456L4121785000006	YOUR PUBLIC LIBRARY	0312310889	9780312310882	Bountiful, Beautiful, Blissful	Gurmukh Kaur Khalsa	PAP	01-Apr-2004	STMRP		1	$	15.15	AD NF 600	12-Dec-2008	86784088	00184
BACKORDER	123456L4121785000006	YOUR PUBLIC LIBRARY	1593202409	9781593202408	Brainlash	Denton, Gail L., PhD	PAP	01-Dec-2007	PUBSW		1	$	23.70	AD NF 600	12-Dec-2008	86784088	00133
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0486402444	9780486402444	Broadway Theatres	Morrison, William	PAP	27-Jan-1998	DOVER		1	$	10.38	AD NF 700	15-Dec-2008	86813251	00744
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0847830438	9780847830435	Brooklyn Modern	Lind, Diana	HRD	01-Apr-2008	RANDC		1	$	24.98	AD NF 700	15-Dec-2008	86813251	00256
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	379133993X	9783791339334	Brooklyn Street Art	Reio, Jaime	HRD	30-Apr-2008	FRSTL		1	$	14.20	AD NF 700	15-Dec-2008	86813251	00408
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0380796112	9780380796113	Bruce Springsteen	Springsteen, Bruce	PAP	01-Oct-2003	HPCLP	OS	1	$	23.70	AD NF 700	15-Dec-2008	86813251	00509
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470376031	9780470376034	BSD UNIX Toolbox	Negus, Christopher	PAP	05-May-2008	WILCM		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00135
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470149280	9780470119287	Building a Web Site for Dummies	Crowder, David A.	PAP	01-Oct-2007	WILCM		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00030
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0321524411	9780321524416	Building a Web Site With Ajax	Ullman, Larry	PAP	01-Oct-2007	ADDIC		1	$	11.55	AD NF 000	10-Dec-2008	86746238	00034
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470277955	9780470277959	Building Facebook Applications For Dummies	Wagner, Richard	PAP	10-Jun-2008	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00018
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0521812879	9780521812870	Buried By The Times	Leff, Laurel	HRD	30-Nov-2005	DCMST		1	$	38.00	AD NF 000	07-Nov-2008	86218036	00052
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470181125	9780470181126	BusinessObjects XI Release 2 for Dummies	Torres, Derek	PAP	28-Apr-2008	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00003
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0881256943	9780881256949	But Who Am I, and Who Are My People?	Angel, Marc D.	HRD	01-Nov-2000	KTAV		1	$	29.05	AD NF 200	03-Dec-2008	86652094	00146
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	1557254222	9781557254221	Butler's Lives Of The Saints	Bangley, Bernard	PAP	15-Sep-2005	PARCS		1	$	18.85	AD NF 200	03-Dec-2008	86652094	00068
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0071489835	9780071489836	C/net Do-it-yourself Digital Home Office Projects	Slack, S. E.	PAP	20-Jun-2007	MCGHD		1	$	14.42	AD NF 000	10-Dec-2008	86746238	00137
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0071488820	9780071488820	C/Net Do-It-Yourself Home Networking Projects	Aspinwall, Jim	PAP	19-Dec-2007	MCGRA		1	$	14.42	AD NF 000	10-Dec-2008	86746238	00084
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0071488819	9780071488818	C/net Do-it-yourself Windows Vista Projects	Simmons, Curt	PAP	29-Mar-2007	MCGRA		1	$	14.42	AD NF 000	10-Dec-2008	86746222	00090
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1840783524	9781840783520	C++ Programming In Easy Steps	McGrath, Mike	PAP	01-May-2008	PGWCO		1	$	8.56	AD NF 000	10-Dec-2008	86746238	00120
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0470174617	9780470174616	Canon Powershot Digital Field Guide	Guncheon, Michael	PAP	30-Dec-2007	WILCM		1	$	11.55	AD NF 700	15-Dec-2008	86813251	00709
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500203067	9780500203064	Caribbean Art	Poupeye, Veerle	PAP	01-May-1998	NCRTD		1	$	8.64	AD NF 700	15-Dec-2008	86813251	00219
ALLOCATED	123456L4121785000040	YOUR PUBLIC LIBRARY	1599200880	9781599200880	Cats and Kittens	Johnson, Jinny	LIB	01-Aug-2005	BLRBT		1	$	20.73	JUV NF 600	17-Dec-2008	86849479	00003
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	1591020309	9781591026365	Cave Paintings and the Human Spirit	Whitley, David S.	HRD	01-Aug-2008	PROME		1	$	14.42	AD NF 700	15-Dec-2008	86818599	00019
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0470185716	9780470185711	CCNA Cisco Certified Network Associate	Lammle, Todd	PAP	05-Nov-2007	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746243	00007
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1587201933	9781587201938	Ccna Portable Command Guide	Empson, Scott D.	PAP	30-Jul-2007	MACMC		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00076
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0789737140	9780789737144	CCNA Practice Questions	Cioara, Jeremy	PAP	03-Apr-2009	MACMD		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00074
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1587201895	9781587201899	Ccnp Bsci Portable Command Guide	Empson, Scott D.	PAP	07-May-2007	MACMD		1	$	17.33	AD NF 000	10-Dec-2008	86746238	00077
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1587201860	9781587201868	CCNP ISCW Portable Command Guide	Empson, Scott	PAP	14-Mar-2008	MACMD		1	$	14.44	AD NF 000	10-Dec-2008	86746243	00006
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1587201852	9781587201851	CCNP ONT Portable Command Guide	Empson, Scott	PAP	20-Mar-2008	MACMD		1	$	14.44	AD NF 000	10-Dec-2008	86746238	00078
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	1587202360	9781587202360	CCNP Quick Reference	Donohue, Denise	PAP	20-Jun-2008	MACMD		1	$	17.39	AD NF 000	10-Dec-2008	86746238	00075
PENDING	123456L4121785000000	YOUR PUBLIC LIBRARY	0782144373	9780782144376	CEH Certified Ethical Hacker Review Guide	Graves, Kimberly	PAP	27-Feb-2007	WILCM		1	$	17.33	AD NF 000	10-Dec-2008	86746222	00008
PENDING	123456L4121785000002	YOUR PUBLIC LIBRARY	0827608497	9780827608498	Celebrating the Jewish Year	Steinberg, Paul	PAP	01-Aug-2007	JEWIS		1	$	20.80	AD NF 200	03-Dec-2008	86652129	00108
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780803311056	Central Park/Prospect Park	Graff, M.	PAP	01-Jun-1975	CRNGF		1	$	17.45	AD NF 700	15-Dec-2008	86813251	00227
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780060853334	Century Girl	Radriss, Lauren	HRD	01-Nov-2008	HARPE		1	$	33.20	AD NF 700	15-Dec-2008	86813251	00572
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	[illegible]	9780500202586	Cezanne	Verdi, Richard	PAP	01-Oct-1992	NORTD		1	$	8.64	AD NF 700	15-Dec-2008	86813251	00416
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0300113382	9780300113389	Cezanne in Provence	Conisbee, Philip	HRD	11-Feb-2006	YALE	OS	1	$	58.60	AD NF 700	15-Dec-2008	86818599	00157
RESERVE	123456L4121785000007	YOUR PUBLIC LIBRARY	0500513600	9780500513606	Chanel	Bott, Daniele	HRD	30-Sep-2007	NORTD	OS	1	$	22.20	AD NF 700	15-Dec-2008	86813251	00689
BACKORDER	123456L4121785000007	YOUR PUBLIC LIBRARY	0743493532	9780743493536	Cheating Death, Stealing Life	Guerrero, Eddie	HRD	20-Dec-2005	POKHC		1	$	24.70	AD NF 700	18-Dec-2008	86813251	00060
PENDING	123456L4121785000001	YOUR PUBLIC LIBRARY	0757305199	9780757305894	Chicken Soup for the Child's Soul	Canfield, Jack	PAP	01-Aug-2007	HEALA		1	$	8.84	AD NF 100	18-Dec-2008	86873980	00008

Sample Monthly Status Report
Book and Spoken Word Audio
Cancellations

20 Byte Customer Number	Customer Name	Customer PO	Order No	Qty	List Price	Order Entry Date	Cancel Date	ISBN	Product Title	Author	Publisher	Report Code	Cancel Reason Code	Cancel Reason Code Desc
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	21-Sep-2008	0836817532	"Uh-Oh!" Said the Crow	Oppenheim, Joanne	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-MYSTERY	11813786	1	$ 5.95	02-May-2008	12-Sep-2008	0749080450	A Cotswold Mystery	Tope, Rebecca	ITLRM	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0140546200	A Dark Dark Tale	Brown, Ruth	PENJP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	21-Sep-2008	083681763X	A Horse Called Starfire	Boegehold, Betty Virginia	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 16.99	21-Jul-2008	09-Sep-2008	0803727232	A Role for Pinkerton	Kellogg, Steven	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ800	84058778	1	$ 26.50	21-Jul-2008	03-Sep-2008	1404202153	A Step-by-Step Guide to Narrative Writing	Spencer, Lauren	ROSEN	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 15.99	21-Jul-2008	21-Sep-2008	0525469516	ABC	Jay, Alison	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 16.99	21-Jul-2008	21-Sep-2008	0803726481	Agnes Parker	O'Dell, Kathleen	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	1	$ 13.99	18-Sep-2008	21-Sep-2008	0803727666	Amanda Pig and the Awful, Scary Monster	Van Leeuwen, Jean	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	2	$ 13.99	18-Sep-2008	21-Sep-2008	0803727666	Amanda Pig and the Awful, Scary Monster	Van Leeuwen, Jean	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-MMP ROM	11818116	1	$ 4.99	15-May-2008	21-Sep-2008	0312946812	An Ocean Apart	Pilcher, Robin	STMAP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 16.99	21-Jul-2008	21-Sep-2008	0399230416	Angelfish	Yep, Laurence	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ500	84058890	1	$ 16.99	21-Jul-2008	21-Sep-2008	0670059382	Arrow to the Sun	McDermott, Gerald	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	18-Sep-2008	0679884874	Arthur, Clean Your Room!	Brown, Marc Tolon	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 15.95	18-Sep-2008	19-Sep-2008	0316113123	Arthur's Family Vacation	Brown, Marc Tolon	LITLC	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	0375806029	Arthur's First Kiss	Brown, Marc Tolon	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 18.99	18-Sep-2008	19-Sep-2008	0316114456	Arthur's First Sleepover	Brown, Marc Tolon	LITLC	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.93	18-Sep-2008	18-Sep-2008	078132013X	[illegible] Ben	Leonard, Marcia	LERNE	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ900	84058783	1	$ 16.00	21-Jul-2008	21-Sep-2008	0818002715	Black Potatoes	Bartoletti, Susan Campbell	HOUGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ400	84058702	1	$ 15.99	21-Jul-2008	21-Sep-2008	0399226400	Buy Off...	Hepworth, Cathi	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-MYSTERY	11013786	1	$ 14.95	02-May-2008	16-Sep-2008	1585972584	By Any Other Name	Gossett, GiGi	LTHRS	OB	OB	Publisher Out of Business
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0899193366	Cat Goes Fiddle-I-Fee	Galdone, Paul	HOUGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ700	84058679	1	$ 17.95	21-Jul-2008	21-Sep-2008	0823412520	Celebrating Hanukkah	Hoyt-Goldsmith, Diane	HOLID	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-TRAVEL	11829801	1	$ 8.95	19-Jun-2008	12-Sep-2008	1550852044	Cheap Thrills Toronto	Merrill, Nancy	INDPB	PC	PC	Publication Cancelled
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0838818188	Choco-Louie	Kindley, Jeffrey	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 13.99	21-Jul-2008	21-Sep-2008	0670874000	Cody's Secret Admirer	Duffey, Betsy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 17.89	18-Sep-2008	19-Sep-2008	0688181790	Cold Little Duck, Duck, Duck	Peters, Lisa Westberg	HARPZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	16-Sep-2008	0836817702	Could It Be?	Oppenheim, Joanne	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 17.99	21-Jul-2008	21-Sep-2008	0399221646	Cousins	Hamilton, Virginia	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 15.99	21-Jul-2008	21-Sep-2008	0525469346	Cranes by Suzelle	Wellington, Monica	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0688008380	Dance Away	Shannon, George	HARJU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-TRAVEL	11829801	1	$ 19.85	19-Jun-2008	18-Sep-2008	0713672226	Dictionary of Leisure, Travel and Tourism	A & C Black	CNSRB		AD	Apply Direct
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ700	84058818	1	$ 13.99	21-Jul-2008	21-Sep-2008	0803722397	Dino Riddles	Hall, Katy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	18-Sep-2008	0516225618	Dirty Larry	Hamsa, Bobbie	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	073648048X	Don't Be a Chicken!	La[illegible], Melissa	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 7.99	18-Sep-2008	19-Sep-2008	0763620661	Duckie's Rainbow	Barry, Frances	CANWP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJ800	84058690	1	$ 15.98	21-Jul-2008	21-Sep-2008	0670889482	Fables from Aesop	Aesop	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-REF	11829816	1	$ 81.95	18-Jun-2008	11-Sep-2008	0768925312	Financial Aid 2008	Peterson	PETGI	OS	OS	Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0803707608	Fox Be Nimble	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0803713576	Fox on Stage	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0803703503	Fox on the Job	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	18-Sep-2008	0803710364	Fox Outfoxed	Marshall, James	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 15.99	18-Sep-2008	21-Sep-2008	0670892203	Froggy's Best Christmas	London, Jonathan	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 15.99	21-Jul-2008	21-Sep-2008	0670892203	Froggy's Best Christmas	London, Jonathan	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0516222627	Game Day	Meister, Cari	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-ANF 100	11809476	1	$ 29.95	23-Apr-2008	12-Sep-2008	1589850492	Gardner's Guide to Broadcast Media Writing	Eminizer, Don	INDPB	PC	PC	Publication Cancelled
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 9.95	18-Sep-2008	19-Sep-2008	0375822291	Grandma and Lisa's Christmas Surprise	Gutman, Anne	RANDJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJBIO	84058785	1	$ 27.50	21-Jul-2008	21-Sep-2008	0791053520	George Washington	Mello, Tara Baukus	FACTJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 18.99	21-Jul-2008	21-Sep-2008	0399236279	Girl in a Cage	Yolen, Jane	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0735811392	Goldilocks and the Three Bears	Gorbachev, Valeri	IGRPS	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 14.00	21-Jul-2008	08-Sep-2008	0374327572	Gotta Go! Gotta Go!	Swope, Sam	FARRJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-SCI FIC	11829794	1	$ 18.95	19-Jun-2008	05-Sep-2008	1933770015	Griffin's Daughter	Moore, Leslie Ann	AVARI	AD	AD	Apply Direct
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0516220098	Hands	Raz, Dana Meachen	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ -	18-Sep-2008	19-Sep-2008	0803702094	Hazel's Amazing Mother	Wells, Rosemary	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0439816186	Hedgehog Bakes a Cake	MacDonald, Maryann	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.50	18-Sep-2008	21-Sep-2008	0516220330	Hello, Doctor	Marx, David F.	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 15.99	21-Jul-2008	21-Sep-2008	0399211837	Herbie Jones	Kline, Suzy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ -	18-Sep-2008	19-Sep-2008	0060238038	Hill of Fire	Lewis, Thomas P.	HARJU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567667082	Hot Pot	Flanagan, Alice K.	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 14.99	21-Jul-2008	21-Sep-2008	0670847984	How to Be Cool in the Third Grade	Duffey, Betsy	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	2	$ 14.00	18-Sep-2008	19-Sep-2008	0670824186	I Took My Frog to the Library	Kimmel, Eric A.	PENGJ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567660487	In the Crib	Klingel, Cynthia Fitterer	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 14.98	21-Jul-2008	21-Sep-2008	0670885967	It's All Greek to Me	Scieszka, Jon	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 14.99	18-Sep-2008	21-Sep-2008	0803726414	Jess and the Stinky Cowboys	Smith, Janice Lee	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY	84058800	1	$ 16.99	21-Jul-2008	21-Sep-2008	0803705395	Jimmy's Boa and the Big Splash Birthday Bash	Noble, Trinka Hakes	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567668965	Jump!	Klingel, Cynthia Fitterer	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	18-Sep-2008	1567667090	Kites	Flanagan, Alice K.	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 21.36	18-Sep-2008	19-Sep-2008	1567667023	Loft	Flanagan, Alice K.	CHILU	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJEASY2	11858612	1	$ 17.99	18-Sep-2008	21-Sep-2008	0399224238	Lili at Ballet	Isadora, Rachel	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-ANF 100	11809478	1	$ 24.95	23-Apr-2008	16-Sep-2008	189334908X	Living With Grief	Doka, Kenneth J.	HSPCF	AD	AD	Apply Direct
123456L1111115000000	YOUR PUBLIC LIBRARY	NA-FIC	11823384	1	$ 14.95	30-May-2008	10-Sep-2008	0373218257	Love by Design	Roberts, Nora	HRLQN	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJFIC	84058619	1	$ 16.99	21-Jul-2008	21-Sep-2008	0399237569	Maizon at Blue Hill	Woodson, Jacqueline	PENGJ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 9.99	18-Sep-2008	19-Sep-2008	078680730X	Make New Friends	Wells, Rosemary	DISNP	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 11.99	18-Sep-2008	19-Sep-2008	0375834219	Mary Clare Likes to Share	Hulme, Joy	RANDZ	PS	PS	Indefinitely Out of Stock
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.83	18-Sep-2008	19-Sep-2008	0836817655	Mr. Baseball	Hooks, William H.	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 23.93	18-Sep-2008	19-Sep-2008	0836817559	Mr. Dinosaur	Hooks, William H.	STEVR	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.93	18-Sep-2008	18-Sep-2008	0761320237	My Pen Pal, Pat	Papademetriou, Lisa	LERNE	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 19.50	18-Sep-2008	19-Sep-2008	0516207555	Nana's Hog	Brimner, Larry Dane	SCLIB	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 15.99	18-Sep-2008	19-Sep-2008	0385900666	Nate the Great	Sharmat, Marjorie Weinman	RANDZ	OP	OP	Out of Print
123456L1111115000000	YOUR PUBLIC LIBRARY	NAJREADER	11858613	3	$ 14.85	18-Sep-2008	19-Sep-2008	0385730780	Nate the Great on the Owl Express	Sharmat, Marjorie Weinman	RNDHS	PS	PS	Indefinitely Out of Stock

APPENDIX 11: REFERENCES

Reference 1
Library Name: Houston Public Library
500 McKinney St.
Houston, TX 77002
Contact: Pat. Ogea – Acquisitions and Collection Development
Telephone: 832-393-1608
Email: Pat.Ogea@houstontx.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services and Collection Project Services for Print Materials
Length of Services: Houston Public Library has been partnered with Baker & Taylor for over 35 years.

Reference 2
Library Name: San Antonio Public Library
600 Soledad Street
San Antonio, TX 78205
Contact: Troy Hoyles – Collection Development Supervisor
Telephone: 210-207-2630
Email: troy.hoyles@sanantonio.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services and Collection Project Services for Print Materials
Length of Services: San Antonio Public Library has been partnered with Baker & Taylor for over 35 years

Reference 3
Library Name: Austin Public Library
2501 Coit Rd.
Austin, TX 75075
Contact: Frank Giammarino – Managing Librarian
Telephone: (512) 974-7549
Email: frank.giammarino@austintexas.gov
Scope of Services: : Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services for Print Materials
Length of Services: Austin Public Library has been partnered with Baker & Taylor for over 32 years.

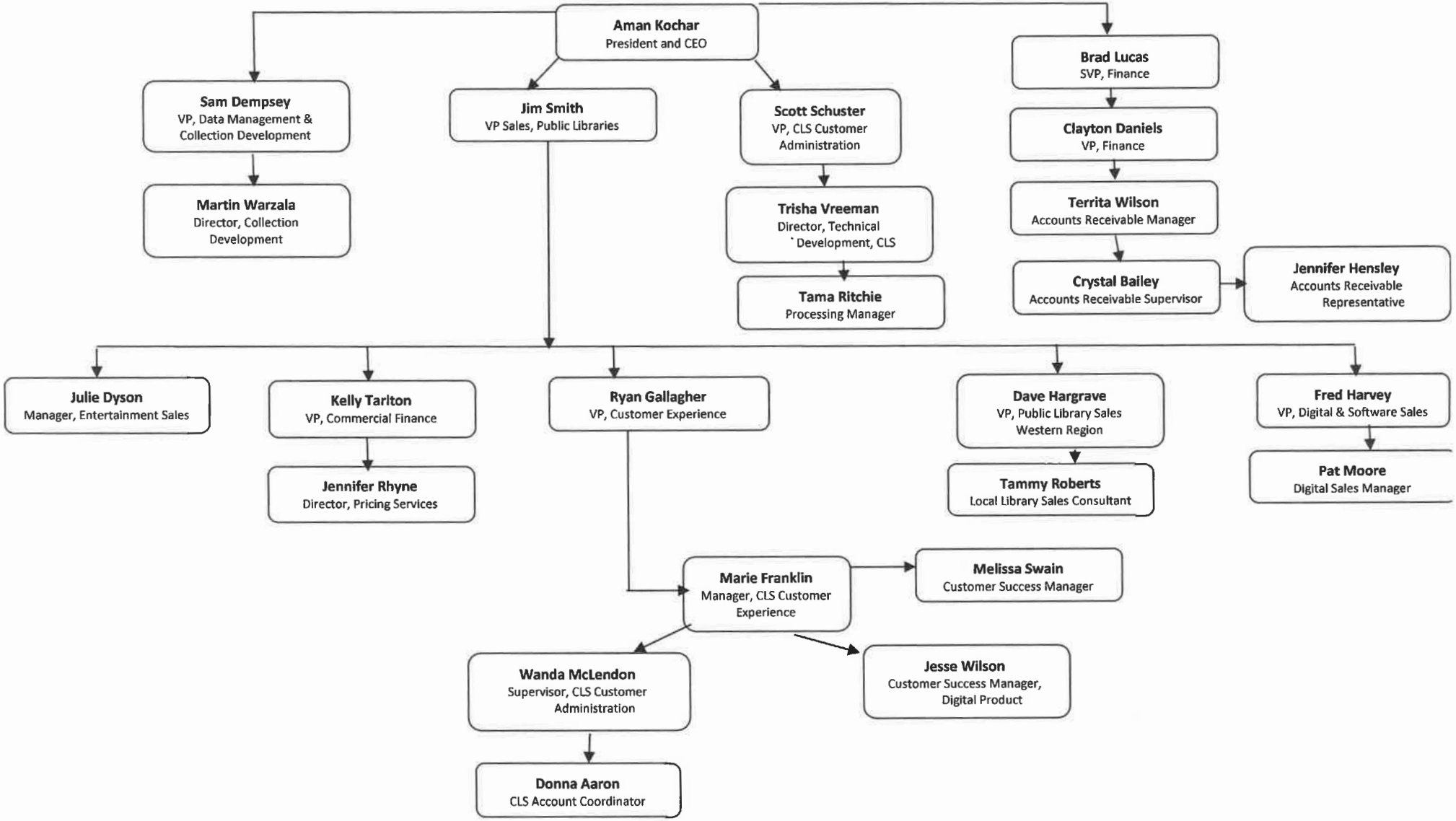
Reference 4
Library Name: Pasadena Public Library
1201 Jeff Ginn Memorial Drive
Pasadena, TX 77506
Contact: Somer Newland – Technical Services Manager
Telephone: (713) 475-4992
Email: snewland@pasadenatx.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services for Print Materials; supply of AudioVisual product
Length of Services: Pasadena Public Library has been partnered with Baker & Taylor for over 40 years.

Reference 5
Library Name: Fort Worth Public Library
500 W. 3rd Street
Fort Worth, TX 76102
Contact: Kathryn King – Head of Acquisitions
Telephone: (817) 392-7718
Email: Kathryn.king@fortworthtexas.gov
Scope of Services: Customized (shelf-ready) and Standard Ongoing Cataloging/Processing Services for Print and AudioVisual Material
Length of Services: Fort Worth Public Library has been partnered with Baker & Taylor for over 42 years

APPENDIX 12
BAKER & TAYLOR AUTHORITY DESIGNATION

APPENDIX 13

ORGANIZATIONAL CHART FOR BROWNSVILLE PUBLIC LIBRARY



End of Exhibit "A"







Consideration and Action to Award a Term Contract to Baker & Taylor, LLC

1. Purchase and provide library materials and supporting services for staff and public use.
2. Term contract is for three (3) years with the option to renew annually for two (2) one (1) year terms.

BROWNSVILLE PUBLIC LIBRARY

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-013**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:
Property owner, Alonso Cortez, proposes to change the Zoning Designation for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Residential Single Family (R-1) to Residential Suburban (R-2) for the purpose of establishing a duplex subdivision on the subject property.

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multi-family development, and civic institution (church) are also present within proximity of the subject property.

The property is located within the Transition Central District. The request is consistent with the Future Land Use Plan.

Project Scope and Analysis:
The subject property is currently vacant and consists of 2.048 acres. A duplex subdivision consisting of approximately 12 lots is being proposed on this property. The applicant is requesting a zoning reclassification due to the current zoning (R-1) only allowing single-family homes. If granted, an (R-2) zoning designation would allow the applicant to build one duplex structure on each proposed lot. The R-2 zoning designation allows a minimum lot size of 2,000 square feet and reduced setbacks. However, the applicant is proposing 5,000 square foot lots. In general, the proposed use would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 1, 2023. The Planning and Zoning Commission approves this rezoning from Residential Single-Family District (R-1) to Residential Suburban (R-2).

The item was tabled by City Commission at 1st Reading on June 20, 2023. It will once again be presented as a 1st Reading item on July 11, 2023.

The item was approved by City Commission at 1st Reading on July 11, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-013
2. CC -8-1-20223 Case 235-2023-013

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 5/4/2023	☒ Owner / Nombre del Propietario ☒ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Alonso Cortez / Jorge Palacios		
Address / Dirección: 5738 Hidden Oaks		
City / Ciudad: Brownsville	State / Estado: TX	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: (956) 408-1137	Fax:	
E-mail / Correo Electrónico: irvinnarvaez@hotmail.com / jopa_80@hotmail.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ☒ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites

Property Address / Dirección de la Propiedad: 290 N Central Ave. Brownsville, TX 78521		
Subdivision / Subdivisión: El Jardin	Lot / Lote:	Block / Bloque: 39
Property Tax ID / Identificación del impuesto: - - - 02-7910-0390-0042-00	Gross Acreage / Superficie en Acres: 2.0510	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual : R-1	Proposed Zoning / Zonificación Propuesta: R-2	
Proposed Use / Uso propuesto:	Overlay District:	

Application Type / Tipo de Aplicacion:

☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
☒ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

☒ Application / Solicitud
☒ Full payment of the application fee / Pago completo de la tarifa de solicitud
☒ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
☒ Deed of the subject property / Escritura de la propiedad en cuestión
☒ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
☒ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico

Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☒ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.

☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.

☐ A letter fully explaining request / Una carta que explique completamente la solicitud

☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentara a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 5/4/2023

Office Use Only /Sólo Para Uso Oficial

Case Number: 235-2023-013	Application Fee: $750.00	Code: ZONCTA-23-0016
Application Processed by: Martin Vega	Date: 5/4/2023	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-013

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **July 11, 2023**. Passed at First Reading on **July 11, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 1**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


BOWIE RD
N CENTRAL AVE
SUBJECT PROPERTY
CENTRAL CIR
N
Case No. 235-2023-013
Maxar, Microsoft

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

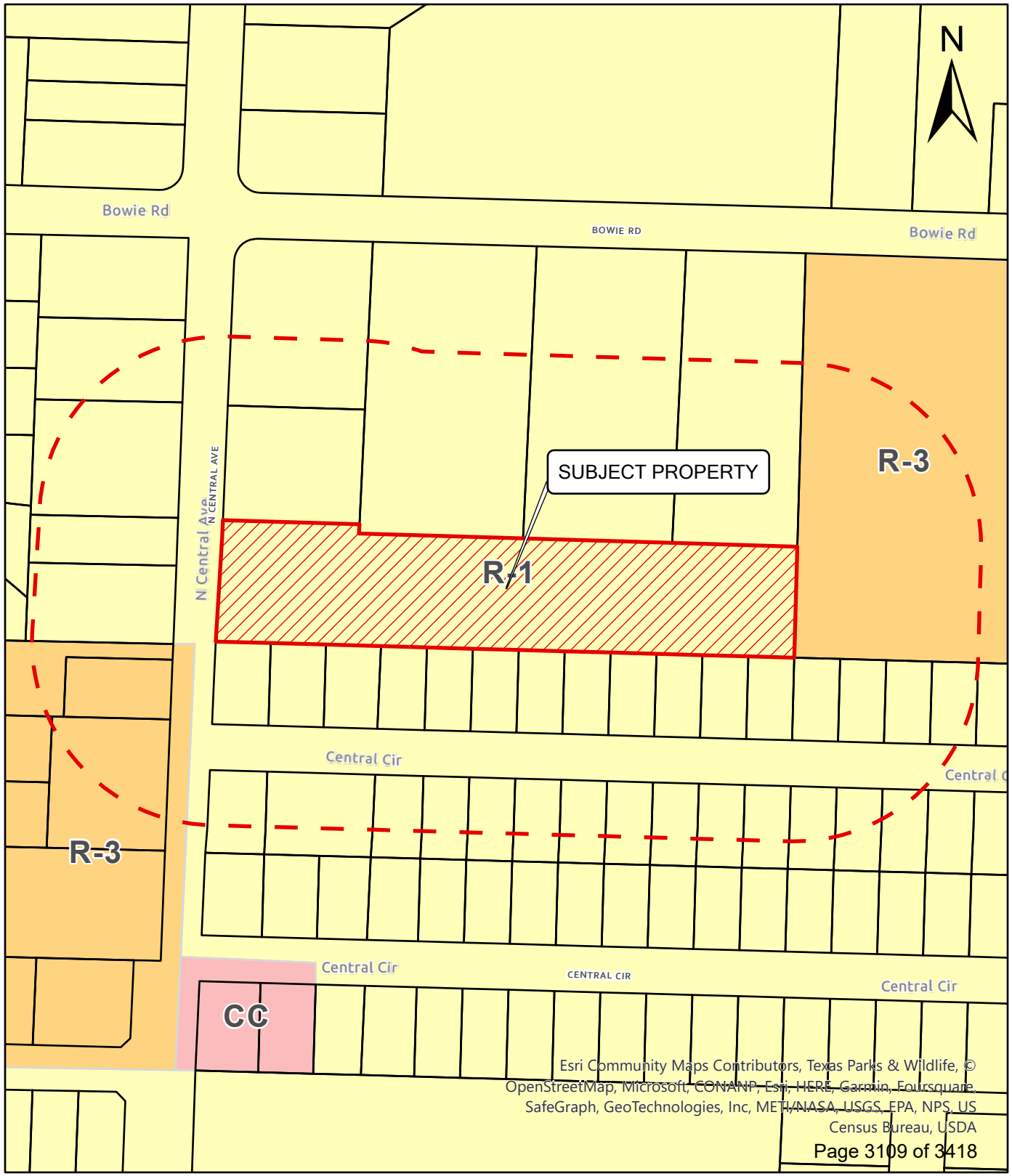
EXHIBIT "A"

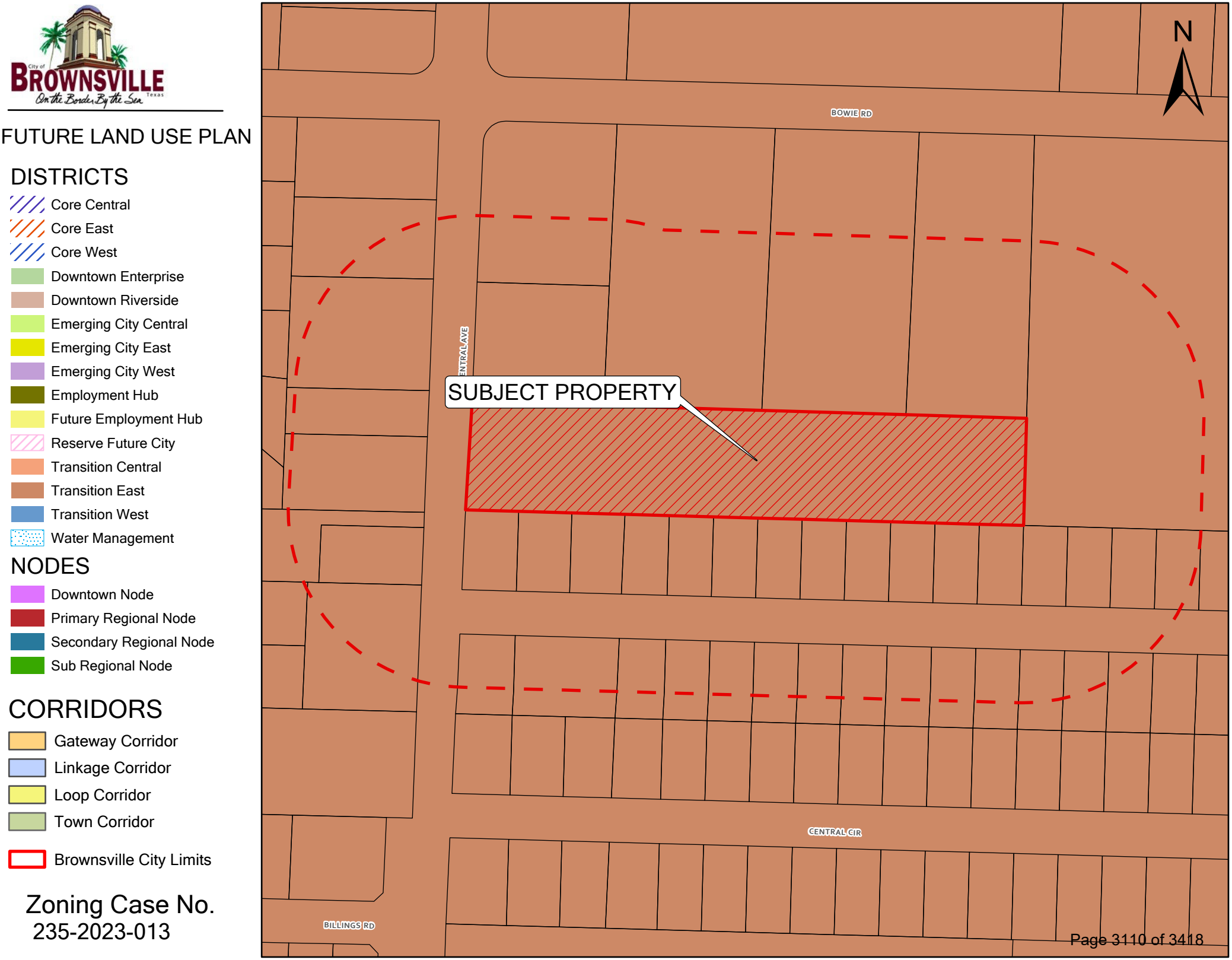
Rezoning request:
Case # 235-2023-013

Current Zoning:
R-1, Residential Single Family

Proposed Zoning:
R-2, Residential Suburban

Brownsville Electoral District #2




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-013
N
BOWIE RD
CENTRAL AVE
SUBJECT PROPERTY
CENTRAL CIR
BILLINGS RD

NOTES:

1. BASIS OF BEARINGS:
   EL JARDIN SUBDIVISION
   M.R.C.C.T. VOLUME 4, PAGE 39

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

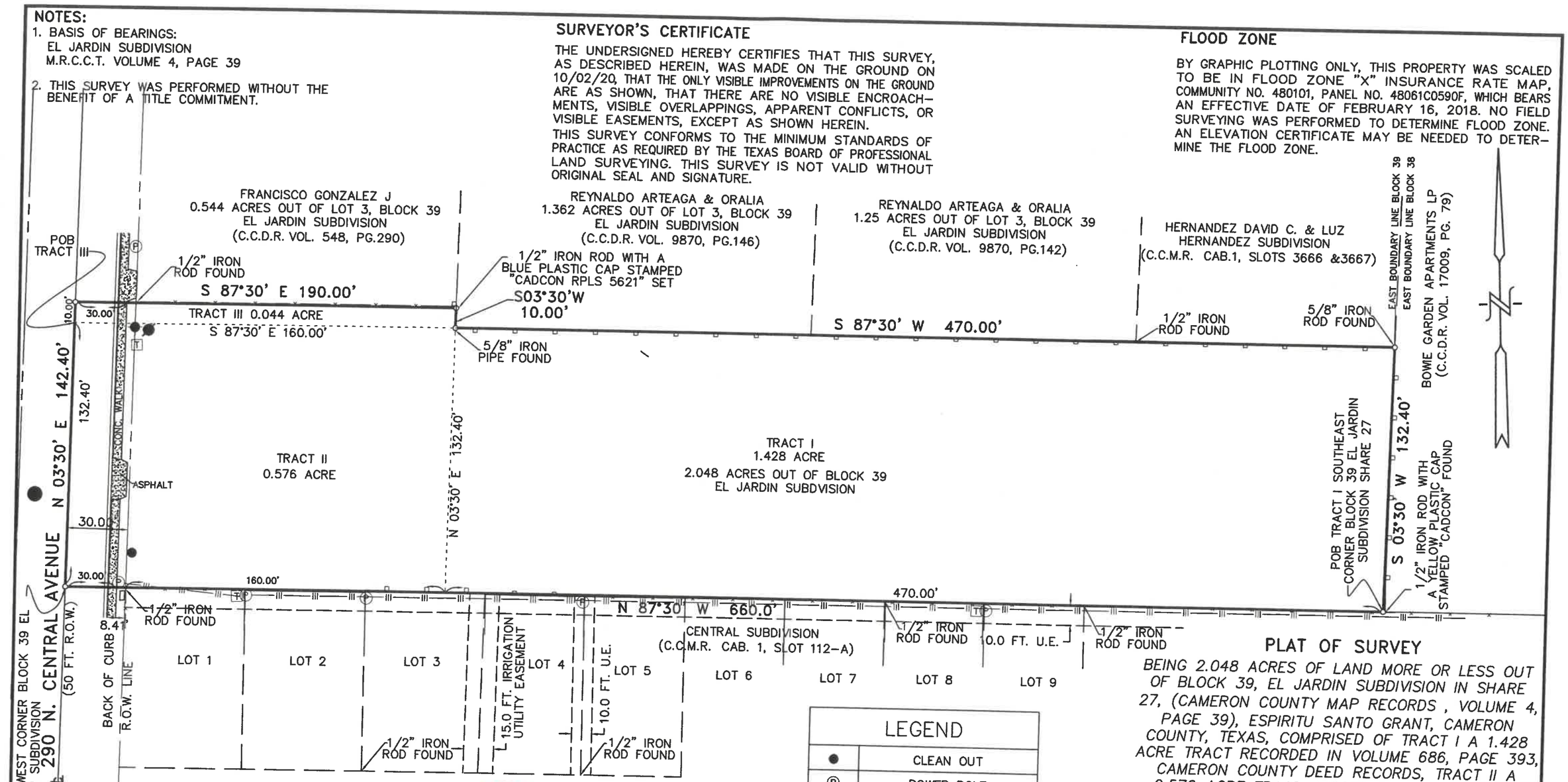
SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREIN, WAS MADE ON THE GROUND ON 10/02/20, THAT THE ONLY VISIBLE IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREIN.

THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS REQUIRED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. THIS SURVEY IS NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE.

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY WAS SCALED TO BE IN FLOOD ZONE "X" INSURANCE RATE MAP, COMMUNITY NO. 480101, PANEL NO. 48061C0590F, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 16, 2018. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE FLOOD ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE THE FLOOD ZONE.



STATE OF TEXAS
REGISTERED
OSCAR A CHAVEZ
5621
PROFESSIONAL
LAND SURVEYOR

Oscar A. Chavez RPLS 10/9/2020

DRAWN BY O.M.B.

LEGEND

●	CLEAN OUT
Ⓟ	POWER POLE
	WOOD FENCE
	FIRE HYDRANT
	MANHOLE
Ⓒ	CABLE RISER
T	TEL. RISER
	CHAIN LINK FENCE
	OVERHEAD POWER LINE
POB	POINT OF BEGINNING

PLAT OF SURVEY

BEING 2.048 ACRES OF LAND MORE OR LESS OUT OF BLOCK 39, EL JARDIN SUBDIVISION IN SHARE 27, (CAMERON COUNTY MAP RECORDS , VOLUME 4, PAGE 39), ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, COMPRISED OF TRACT I A 1.428 ACRE TRACT RECORDED IN VOLUME 686, PAGE 393, CAMERON COUNTY DEED RECORDS, TRACT II A 0.576 ACRE TRACT RECORDED IN VOLUME 675, PAGE 371, IN THE CAMERON COUNTY OFFICIAL RECORDS , AND TRACT III A 0.044 ACRE TRACT RECORDED IN VOLUME 781, PAGE 674 IN THE CAMERON COUNTY DEED RECORDS IN CAMERON COUNTY, TEXAS.

For: *ALONZO SAENZ CORTEZ*

CADCon Chávez Automated Design Consultants
Civil Engineers / Land Surveyors
1424 McKinley St.; Brownsville, Texas 78521; 956/546-7146; Fax 956/546-7170

Scale: *1"=50'* | Date: *10/06/2020* | Job No.: *FB-27690*

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Alonso Cortez / Jorge Palacios
Property Address: 290 North Central Avenue
Application Type: Rezone
Current Zoning: Residential Single-Family (R-1)
Application Date: May 4, 2023
CC Meeting Dates: 1st – June 20, 2023/ 2nd – July 11, 2023
Overlay(s): N/A
No. of Mail-outs: 45

Geo ID: 02-7910-0390-0042-00
Case No.: 235-2023-013
Proposed Use: Duplex Subdivision
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: June 1, 2023
Electoral District: 2
Annexation Year: 1965 - 1984
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting North Central Avenue, a Secondary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Multi-Family Development
East: Single-Family Dwelling and Multi-Family Development
South: Single-Family Dwelling, Civic Institution (church), and Multi-Family Development
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1)
East: Residential Single-Family (R-1) and Residential Transition (R-3)
South: Residential Single-Family (R-1) and Commercial Corridor (CC)
West: Residential Single-Family (R-1) and Residential Transition (R-3)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central District. The average residential density should be 2 dwelling units per acre and consist primarily of single-family homes. Commercial uses should be neighborhood and service oriented, and industrial uses could include light and medium industry and warehousing. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the request to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2).

City Commission

AUGUST 1, 2023, MEETING

Case 235-2023-013

- Request to rezone to **Residential Suburban (R-2)**
- **Current Zoning:** Residential Single-Family (R-1)
- **Proposed Use:** Duplex Subdivision
- Property is fronting North Central Avenue


200’ Buffer Map
45 mail outs/0 Written Opposition
SUBJECT PROPERTY
Case No. 235-2023-013
N

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

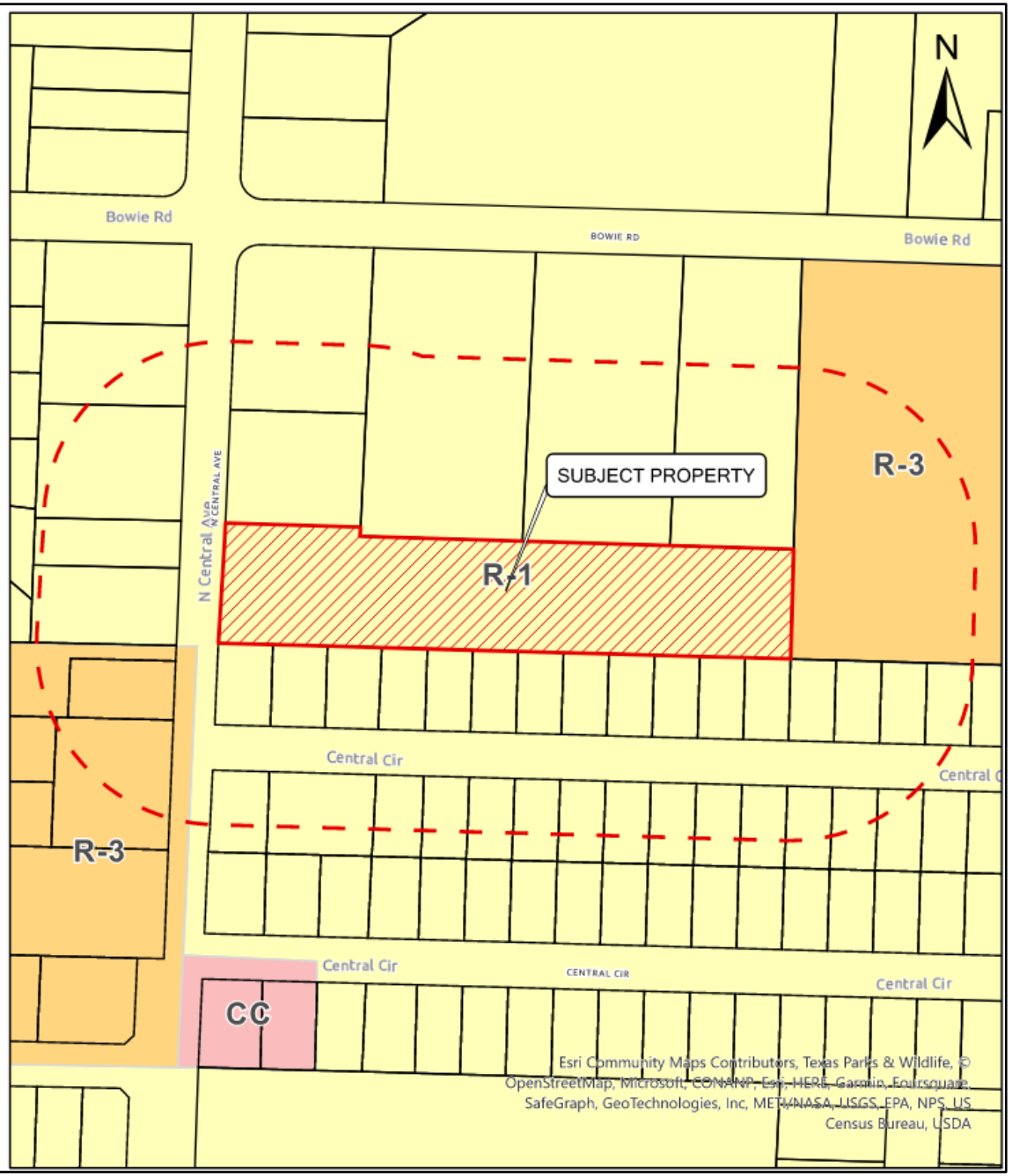
EXHIBIT "A"

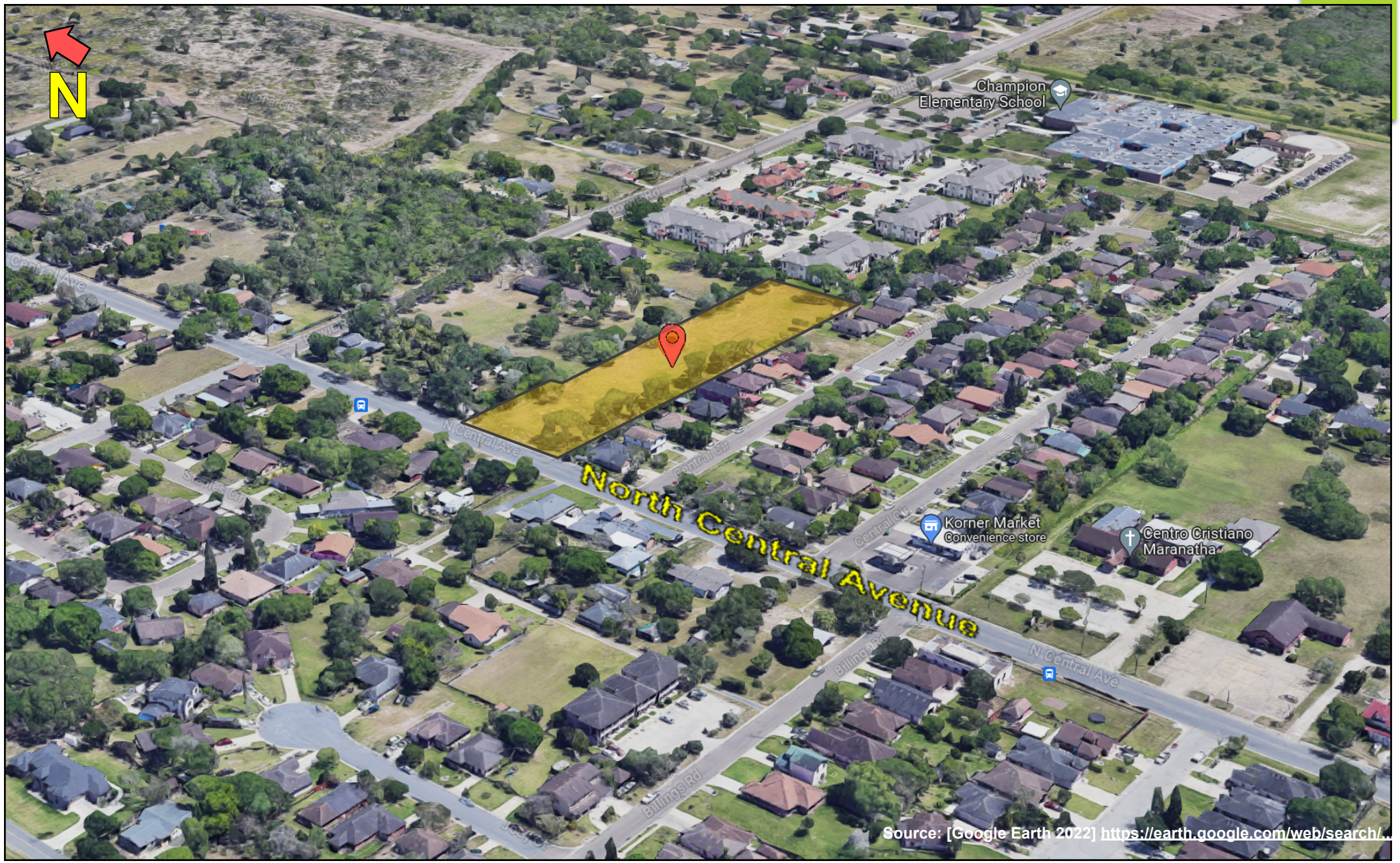
Rezoning request:
Case # 235-2023-013

Current Zoning:
R-1, Residential Single Family

Proposed Zoning:
R-2, Residential Suburban

Brownsville Electoral District #2




N
Champion Elementary School
North Central Avenue
Korner Market
Convenience store
Centro Cristiano Maranatha
N Central Ave
Billings Rd
Source: [Google Earth 2022] https://earth.google.com/web/search/..

Planning & Zoning Commission Recommendation

- The request is **consistent** with the Comprehensive Plan and Future Land Use Plan.
- P&Z recommends **approval** to rezone from **Residential Single-Family (R-1)** to **Residential Suburban (R-2).**
- City Commission approves the request to rezone from **Residential Single-Family (R-1)** to **Residential Suburban (R-2).**

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to award a subcontract agreement to Ambiotec Civil Engineering Group Inc., for the Professional Engineering and Surveying Services for the Drainage Improvement Project at Villa Los Pinos, Brownsville, Texas, in the amount of $77,300.00. #DVP-127-0724, as budgeted. (Engineering & Public Works)

Summary:
This subcontract is between the City of Brownsville and Ambiotec Civil Engineering Group, Inc., to provide professional engineering and surveying services for the drainage improvements (replacement/realignment of a storm sewer line) at Villa Los Pinos. The route is to go along PinoVerde Dr. East, Pino Verde Dr. South and the main entrance being Pine Creek Dr. and East along Arroyo Avenue toward the discharging point at the drain ditch.

Project Scope and Analysis:
The proposed scope of Basic Services consists of perform topographical surveying of existing storm sewer line: prepare construction drawings for removal and replacement of said storm sewer line; prepare contract documents and specifications; prepare bid quantities; assist with bidding phase; attend prebid conference; answer contractor's questions and prepare addendums related to such questions; attend preconstruction meeting.

Funding:

Source: 40-417-914

Amount: $77,300.00

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering & Public Works Department recommends approval.

Commission Pillar:

Infrastructure

Attachments:

1. Proposal Ambiotec for Villa Los Pinos
2. Procurement Analysis - Ambiotec Civil Engineering Group Inc. Villa Los Pinos CC date August 15, 2023. (2)
3. Service Agreement Engineering Ambiotec Group Villa Los Pinos (Legal signature)

AMBIOTEC
GROUP
Civil and Environmental Engineers, Scientists and Construction Managers
5420 Paredes Line Rd.
Brownsville, Texas 78520
TBPE Firm No. F-4126
TBPLS Reg. No. 10005300

July 17, 2023

Mr. Carlos Lastra, P.E.
Director of Engineering Department
City of Brownsville
404 E. Washington Street
Brownsville, Texas 78520

Re: Exhibit A
Proposal for Engineering and Surveying Services
City of Brownsville Drainage improvements at Villa Los Pinos

Dear Mr. Lastra:

This proposal is presented under the terms and conditions established in the MASTER AGREEMENT BETWEEN ENGINEER AND OWNER (the Agreement), dated June 23, 2017, between Ambiotec Civil Engineering Group, Inc. (Engineer) and the City of Brownsville (Owner) to provide engineering and surveying services for drainage improvements (replacement/re alignment of a storm sewer line) at Villa los Pinos is listed below.

The scope of services, compensation and schedule for the proposed storm sewer replacement improvement project at Villa Los Pinos is presented below. The route is to go along Pino Verde Dr. East, Pino Verde Dr. South and the main entrance being Pine Creek Dr. and East along Arroyo Avenue towards the discharge point at the drain ditch.

SCOPE OF SERVICES

The proposed scope of Basic Services consists of the following. Perform topographical survey of existing storm sewer line; prepare construction drawings for removal and replacement of said storm sewer line; prepare contract documents and specifications; prepare bid quantities; Assist with bidding phase; Attend Prebid conference; answer contractor questions and prepare addendums related to such questions; attend preconstruction meeting.

COMPENSATION

Ambiotec proposes to perform the project scope on a lump sum basis for a total amount as shown below.

Surveying	$18,500
Design and Preparation of Construction Drawings	$44,500
Bidding Phase	$ 5,800
Construction Management	$ 8,500
Total Services	$77,300

In the event that the City requires other additional engineering and surveying services not specifically included under Basic Services, either related to the referenced projects or for additional projects, Engineer will provide a proposal outlining the scope and budget for the requested work. The budget, scope and schedule of the additional services will be negotiated with the City prior to performing the additional services, and will be established either on a time and materials basis, or on a percentage of the estimated construction cost of the proposed project, as applicable.

SCHEDULE

The above design services will be completed within a 90 day period upon which the plans will be ready to go out for bids.

Except as provided herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Brownsville
(Owner)

By:_____

Signature: _____

Title:_____

Date:_____

Ambiotec Civil Engineering Group, Inc.
(Engineer)

By: Vicente Mendez, P.E., R.P.L.S.

Signature: _____

Title: Vice President

Date: July 17, 2023

Exhibit A

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, July 25, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Doroteo Garcia, Engineering and Public Works Director

Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action item for Engineering Services for the Professional Engineering and Surveying Services for Drainage Improvements at Villa Los Pinos"

At the request Mr. Doroteo Garcia., Engineering and Public Works Director , the Procurement Division requested to invoke the Texas Local Government Code Section §252.022-(4) **GENERAL EXEMPTION** (4) a procurement for personal, Professional, or Planning Services. Government Code Section §2251.001 (2) (B) (v). **PROFESSIONAL SERVICES**. (2) Professional Services (B) Provided in connection with the professional employment or practice of a person who is licensed or registered as: (v) a physician, including a surgeon.

PROCUREMENT SUMMARY: Ambiotec Civil Engineering Group Inc. is eligible under this procurement for the term of the contract as an Engineering Firm to provide Engineering and compliance services for the City of Brownsville Engineering and Public Works Department. (Exhibit A)

AGREEMENT FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR DRAINAGE IMPROVEMENTS AT VILLA LOS PINOS FOR THE CITY OF BROWNSVILLE

DVP-127-0724

This Agreement is entered into as of Friday, July 20, 2023, between THE CITY OF BROWNSVILLE ("CITY") And Ambiotec Group. ("CONTRACTOR").

1. Documents

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services to be performed by Contractor and Compensation (Exhibit A)

ii. Master Agreement (Exhibit B)

iii. Certificate of Insurance (Exhibit C)

2. Scope of Services: The Contractor shall perform the following services in a professional manner:

(a) Contractor shall perform all those services as necessary and as described in Exhibit A,

(b) Contractor will perform such services related to the Project in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Project and the conditions under which the Project is to be performed and completed.

3. Independent Contractor; Personnel

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

4. Term of Contract

Contractor is authorized to commence work under this contract upon execution of the agreement and with notice to proceed from the City. Contractor shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in Exhibit A. This agreement shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the City, exhaustion of authorized funds, or termination as provided in this agreement, whichever occurs first.

5. Compensation.

(a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Service.

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

6. Insurance.

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Professional Liability Insurance

Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of work for each project.

iv. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

7. Termination.

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure.

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

(a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Indemnification by Consultant.

CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONSULTANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONSULTANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7} BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS

TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN

DEFENSE COUNSEL ON ITS OWN BEHALF AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

10. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Ambiotec Group
5420 Paredes Line Rd
Brownsville, TX. 78520

If to City: City of Brownsville
1001 East Elizabeth St.
Brownsville, TX, 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(g) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(h) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

Signature: V. Mendez PE, RPLS

Print Name: Vicente Mendez, PE, RPLS

Title: Vice - President

Date: 7-25-23

APPROVED AS TO FORM
AND LEGALITY

Guillermo S. T

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

AMBIOTEC
GROUP
Civil and Environmental Engineers, Scientists and Construction Managers
5420 Paredes Line Rd.
Brownsville, Texas 78520
TBPE Firm No. F-4126
TBPLS Reg. No. 10005300

July 17, 2023

Mr. Carlos Lastra, P.E.
Director of Engineering Department
City of Brownsville
404 E. Washington Street
Brownsville, Texas 78520

Re: Exhibit A
Proposal for Engineering and Surveying Services
City of Brownsville Drainage improvements at Villa Los Pinos

Dear Mr. Lastra:

This proposal is presented under the terms and conditions established in the MASTER AGREEMENT BETWEEN ENGINEER AND OWNER (the Agreement), dated June 23, 2017, between Ambiotec Civil Engineering Group, Inc. (Engineer) and the City of Brownsville (Owner) to provide engineering and surveying services for drainage improvements (replacement/re alignment of a storm sewer line) at Villa los Pinos is listed below.

The scope of services, compensation and schedule for the proposed storm sewer replacement improvement project at Villa Los Pinos is presented below. The route is to go along Pino Verde Dr. East, Pino Verde Dr. South and the main entrance being Pine Creek Dr. and East along Arroyo Avenue towards the discharge point at the drain ditch.

SCOPE OF SERVICES

The proposed scope of Basic Services consists of the following. Perform topographical survey of existing storm sewer line; prepare construction drawings for removal and replacement of said storm sewer line; prepare contract documents and specifications; prepare bid quantities; Assist with bidding phase; Attend Prebid conference; answer contractor questions and prepare addendums related to such questions; attend preconstruction meeting.

COMPENSATION

Ambiotec proposes to perform the project scope on a lump sum basis for a total amount as shown below.

Surveying	$18,500
Design and Preparation of Construction Drawings	$44,500
Bidding Phase	$ 5,800
Construction Management	$ 8,500
Total Services	$77,300

In the event that the City requires other additional engineering and surveying services not specifically included under Basic Services, either related to the referenced projects or for additional projects, Engineer will provide a proposal outlining the scope and budget for the requested work. The budget, scope and schedule of the additional services will be negotiated with the City prior to performing the additional services, and will be established either on a time and materials basis, or on a percentage of the estimated construction cost of the proposed project, as applicable.

SCHEDULE

The above design services will be completed within a 90 day period upon which the plans will be ready to go out for bids.

Except as provided herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Brownsville
(Owner)

By:_____

Signature: _____

Title:_____

Date:_____

Ambiotec Civil Engineering Group, Inc.
(Engineer)

By: Vicente Mendez, P.E., R.P.L.S.

Signature: Vic Mendez, PE, RPLS

Title: Vice President

Date: July 17, 2023

Exhibit A

End of Exhibit A

INDEPENDENT CONTRACTOR AGREEMENT

FOR AN ON CALL TERM CONTRACT FOR ENGINEERING, SURVEYING, STREET DRAINAGE IMPROVEMENTS AND MISCELLANEOUS SERVICES PROJECTS FOR THE CITY OF BROWNSVILLE RFQ # QES-40-0620

This Agreement is entered into as of Friday, October 2, 2020, between THE CITY OF BROWNSVILLE ("CITY") and. AMBIOTEC GROUP, INC. ("CONTRACTOR").

1. Documents

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Schedule of Services and duties to be performed by Contractor (Exhibit A);

ii. Compensation provisions and schedule (Exhibit B).

2. Scope of Services

(a) Contractor shall perform the Services as specified in the Contract Documents and under the general direction of City. Unless otherwise specified herein Contractor and City agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are an integral and inseparable part of the services described in the Contract Documents, the exclusion of which would render performance by Contractor impractical, illogical or unconscionable.

(b) Contractor will perform such Services with[JL1] that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in accordance with the schedule, set forth in the Contract Documents.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the services and the conditions under which the service is to be performed and completed.

3. Independent Contractor; Personnel

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Services hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the services required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors'

performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

4. Term of Agreement.

Contract will commence upon City Commission approval and shall expire October 5, 2021. The City of Brownsville reserves the unilateral right to extend the life of the contract for two (2) periods of one (1) year each thereafter; if mutually acceptable to the supplier and the City of Brownsville.

5. Compensation.

(a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A & B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor 's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of services required by or which can be reasonably inferred from the Scope of Services.

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective services that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

6. Insurance.

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for services contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing services for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Professional Liability Insurance

Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of services for each project.

iv. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

7. Termination.

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Services to the City's satisfaction; or failure to continuously perform the services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any

circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

(a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Exhibit B

June 14, 2017

Attn: Qualified Firms

RE: Statement of Qualifications for Engineering, Surveying and Misc. Services QES-25-0417

We would like to thank you for your partnership during our previous contracts and your collaboration beyond your current contract requirement. For firms that are new to our rotation of qualified firms, we welcome you to the City of Brownsville as part of the first phase of the qualification procurement process.

City of Brownsville Staff has reviewed all qualifications and has taken into consideration your background to proceed with the second phase of the procurement process. The purpose of phase two is to establish how the financial aspect of this potential partnership will be solidified. The process for requesting your expertise will be similar to how we have done it in the past with the exception of several minor modifications:

1. Submission of work will be labeled as work orders (# will be provided by COB)
2. All work orders/proposals will be sent without terms and conditions
    a. All terms and conditions will be part of the master agreement established/executed

The City believes we have identified a new structure that will assist with projects budgetary accessibility that will build upon our current or new potential partnerships. In doing so, we have concluded that the below breakdown and supplemental information is a viable path that will allow all Firms and the City of Brownsville to continue our partnership into years to come.

1. Fee (construction cost) will be based on Engineering Estimates (not actual bids submitted)
    a. *Small Projects:*
        i. Projects not exceeding $100,000 are on a 8.75%
    b. *Mid-Sized Projects:*
        i. Projects from $100,000 to $3 Million are on a 7.5 %
    c. *Large Projects:*
        i. Projects over $3 million construction cost on a 6.5%

2. Surveying will be negotiated on a case by case basis.

Once again, we thank you for your partnership and we look forward to your response.

Respectfully,

If to Contractor: AMBIOTEC GROUP, INC.
5420 Paredes Line Rd
Brownsville, TX 78526

If to City: City of Brownsville
1001 East Elizabeth St.
Brownsville, TX 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(h) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(i) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: Mayor

Date: 11/12/2020

CONTRACTOR

Signature: _____ PE, RPLS

Print Name: Vicente Mendez P.E., R.P.L.S

Title: Vice President

Date: 10-6-20

Exhibit A

The selected firms will be responsible for providing the engineering, surveying and preparation of actual working drawings for the paving and drainage of Street and Drainage Improvement Projects and other Miscellaneous City Projects. All services will be rendered on an On-Call basis.

July 13, 2022

Attn: Ambiotec Group, Inc.
5420 Paredes Line Rd
Brownsville, TX 78526

RE: QES-40-0620 Term Contract for Engineering, Surveying, Street Drainage Improvements and Miscellaneous Services Projects for the City of Brownsville

Please be advised that the original contract with Ambiotec Groups, Inc was awarded on October 5, 2020, for a term contract for Engineering, Surveying, Street Drainage Improvements and Miscellaneous Services Projects for the City of Brownsville expired on October 2, 2021.

The City of Brownsville would like to exercise the option under Section 2 of Page 2 of the Contract:

4. Term of Agreement.

The initial contract period shall commence on **October 5, 2020**, and shall end on **October 5, 2021**, **with** two (2) additional one (1) year extension for a total of three (3) years ending on **October 5, 2023**, if mutually acceptable to the supplier and the City of Brownsville. The City of Brownsville reserves the unilateral right to cancel the contract with a 30-day notice.

I would like to officially request to **renew** term contract number QES-40-0620 from October 5, 2022, to October 5, 2023. All cost, terms and conditions shall remain firm from the initial contract period and for the renewal period.

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank you,

Dr. Antonio L. Caldwell

Antonio Caldwell

Contract and Procurement Manager

Acknowledge receipt of renewal letter by signing below, emailing to purchasing@brownsvilletx.gov

Ambiotec Groups, Inc

7/20/22
Date

Financial Services-Procurement Office
City Hall 1001 E. Elizabeth St. 1st Floor
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail:purchasing@brownsvilletx.gov

Renewal Letter QES-Ambiotech 2022

Final Audit Report 2022-07-13

Created:	2022-07-13
By:	Carol Vasquez (Carol.L.Vasquez@brownsvilletx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAppKGjRgpKrBY_5Vaz1yBf8BwvUs_j-E4

"Renewal Letter QES-Ambiotech 2022" History

Document created by Carol Vasquez (Carol.L.Vasquez@brownsvilletx.gov)
2022-07-13 - 3:28:36 PM GMT

Document emailed to Antonio Caldwell (antonio.caldwell@brownsvilletx.gov) for signature
2022-07-13 - 3:28:47 PM GMT

Email viewed by Antonio Caldwell (antonio.caldwell@brownsvilletx.gov)
2022-07-13 - 3:39:56 PM GMT

Document e-signed by Antonio Caldwell (antonio.caldwell@brownsvilletx.gov)
Signature Date: 2022-07-13 - 3:40:11 PM GMT - Time Source: server

Agreement completed.
2022-07-13 - 3:40:11 PM GMT

Adobe Acrobat Sign

October 13, 2021

Attn: Ambiotec Group, Inc.
5420 Paredes Line Rd
Brownsville, TX 78526

RE: QES-40-0620 Term Contract for Engineering, Surveying, Street Drainage Improvements and Miscellaneous Services Projects for the City of Brownsville

Please be advised that the original contract with Ambiotec Group, Inc., was awarded on October 5, 2020, for a term contract for Engineering, Surveying, Street Drainage Improvements and Miscellaneous Services Projects for the City of Brownsville expired on October 2, 2021.

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The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank you,

Miguel Barajas

Miguel Barajas

Contract and Procurement Coordinator

Acknowledge receipt of renewal letter by signing below, emailing to purchasing@brownsvilletx.gov

Ambiotec Group, Inc.

10-15-21
Date

Financial Services-Procurement Office
City Hall 1001 E. Elizabeth St. 1st Floor
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail:purchasing@brownsvilletx.gov

EXHIBIT "B"

END OF EXHIBIT "B"

EXHIBIT "C"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence

   2. Property damage

      $100,000 each occurrence

END OF EXHIBIT "D"

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1724** adopting City Board Policies. (Office of the City Attorney)

Summary:
At the City Commission meeting held on July 11, 2023, concerns were addressed regarding outdated board and commission appointments and governance policies. The attached ordinance serves to codify and update the policies based on the direction given by the City Commission.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
The recommendation is to accept the first reading and provide additional feedback as necessary for final adoption on August 15th.

Commission Pillar:
Governance

Attachments:
1. Ord__ Adopting City Boards Policies
2. BoardApptPolicy-Approved10-02-2018

CITY OF BROWNSVILLE
ORDINANCE NO. 2023-1724

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE IV, "BOARDS, COMMITTEES, COMMISSIONS", DIVISION 1, "GENERALLY" OF THE CODE OF ORDINANCES, CITY OF BROWNSVILLE, TEXAS, TO ADOPT SECTION 2-311 THROUGH SECTION 2-322, TO BE TITLED CITY BOARD POLICIES; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, the City Commission of the City has previously enacted ordinances and resolutions creating various boards, commissions, and committees ("City Boards"); and

WHEREAS, these City Boards advise the City Commission on matters related to City policies, planning and programming, and/ or fulfilling statutory responsibilities of the City; and

WHEREAS, the City Commission now deems it advisable and necessary to update the City Board policies and codify the aforementioned policies into the City's Code of Ordinances, thereby regulating the operation of and appointment to the City's various boards, commissions, and committees; and

WHEREAS, the City Commission deems it necessary, expedient, and in the best interest of the City to adopt the below revisions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendments. Chapter 2, "Administration", Article IV, "Boards, Committees, Commissions", Division 1, "Generally" of the Code of Ordinances, is hereby amended to adopt section 2-311 through section 2-322, to be titled "City Board Policies", to read entirely as follows:

Chapter 2 – ADMINISTRATION

ARTICLE IV. - BOARDS, COMMITTEES, COMMISSIONS

DIVISION 1. - GENERALLY

Secs. 2-311.- Purpose.

To encourage qualified individuals to serve on city boards, to increase the information available to the public regarding service on city boards, and to make the commission aware of qualified individuals who may be willing to serve on city boards. The City Commission recognizes that the City is best served by boards and advisory bodies that reflect the geographic distribution and diversity of the community they serve. The Commission also recognizes that the needs of the City and the agencies are best met when qualified candidates are matched to the boards' individual requirements.

Secs. 2-312.- Applicability.

These rules shall generally apply as follows:

This division shall apply generally to all city boards with the exception that, in the case of a conflict between this division and state law, or the city charter, state law or the city charter shall prevail.

The procedures relating to the Commission's appointment of board members shall apply to all City Boards, including the Brownsville PUB, the GBIC a Type-A corporation, and the BCIC a Type-B corporation.

In the event of a conflict, between this division and any bylaw provision of any internal city board (but not the Brownsville Public Utilities Board,) this division shall control.

If any provision of this division is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this division shall remain in full force and effect.

Secs. 2-313. – Definitions.

The following words shall have the meanings ascribed to them by this section:

(a) ADVISORY BOARD means a City Board that exists to provide the City Commission advice on the subject matter assigned to the board by the Commission or by statute. An advisory board shall provide advice through its annual report, unless another method is established by statute, City Charter, ordinance, resolution, or minute entry. Because such boards are solely advisory in nature, the City Commission has ultimate authority and can accept, reject, or amend such advice.

(b) BOARD or CITY BOARD means a board, committee, or commission of the City which is established by statute, City Charter, ordinance, resolution, or minute entry.

(c) BOARD LIAISON means the city staff member assigned by the City Manager, or their designee, to work and provide support to the board. The board liaison’s role is to:

a. Prepare meeting agendas, staff reports and supporting information to the City Board prior to meetings.

b. Ensure compliance with the Texas Open Meetings Act, where applicable.

c. Prepare board recommendations to the City Commission and make presentations to the City Commission on behalf of the City Board.

d. Respond to board member requests for information related to the business of the board.

e. Board members do not have authority over the work program of city staff. Rather, the liaison acts as an information resource and provides technical assistance. City Board members may not direct city staff in the performance of their commission-related activities, nor can they assign projects or direct the work of staff. A City Board may request staff's assistance on various projects; however, the City Manager, or their designee, must approve all requests which create a substantial demand for a work product.

(d) CHAIR means the presiding officer of a board, whether appointed by the City Commission or elected by the other members of the board.

(e) CONFLICTS OF INTEREST means the Texas Conflicts of Interest Law, V.T.C.A., and Local Government Code Section 171.001 et seq., aimed at local officials' conflict of interest. Under the measure, if a local official (or his/her close relative) stands to gain a financial benefit from a matter pending before a public agency upon which the official serves, the person must publicly disclose his/her interest in such matters and then abstain from voting on it.

(f) GOVERNMENTAL BODY means every deliberative body having rule or quasi-judicial power and classified as a department, agency, entity, or political subdivision of the City.

(g) MEETING means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered during which the governmental body takes formal action.

(h) MEMBER means a duly appointed member of a City Board.

(i) REGULAR MEETING means a regularly scheduled meeting established by state statute, City Charter, ordinance, resolution, or minute entry and may be scheduled weekly, monthly, semimonthly, or quarterly, as the responsibilities of the board necessitate, at a location within a building open to the public.

(j) SPECIAL MEETING or SPECIAL CALLED MEETING means a meeting called by the chair at any time, or called by the chair upon written request of members comprising of at least a required number of members per the City Charter, ordinance, resolution or City Board's bylaws.

Secs. 2-314. – Appointment Process for Board Appointment.

(a) Each City Commission member is responsible for making nominations for City Board places assigned to him or her, which corresponds to the City Commission member's place. Individual City Commission members make nominations to the full City Commission for the governing body's approval or disapproval. The City Commission will make every reasonable attempt to ensure that the geographical diversity of the different city districts are fairly represented on all boards. On all boards having six or more appointed members, such board shall consist of a board member from of the respective district: all others may be selected from the qualified candidates as determined by the commission. In the event there fails to be a qualified candidate from an individual district, the commission may, in their discretion, select a qualified candidate from an individual district, the commission may, in its discretion, select a qualified candidate from any other district or, if no residing requirement, from the entire number of qualified candidates regardless of the district they reside. City Commission members may consider an individual's qualifications, willingness to serve, application information in selecting nominations for service, and any prior board service/attendance, as applicable.

(b) The Department Directors shall promptly notify the City Secretary of any current or anticipated vacancies on city boards and committees. The members of the City Commission should also actively recruit candidates who wish to apply for service on City boards and committees.

(c) The City Secretary shall post and advertise on the City's web page current and upcoming vacancies in city boards and committees. All applicants shall complete an application packet containing and execute a conflict of interest statement before being considered for service on any city committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this division and submit them to the City Commission. The applications will be considered to be on file and effective for one year. The City Commission, during a posted public meeting, may only consider applicants whose completed applications are on file no less than 15 days prior to consideration for appointment to a board or committee.

(d) The members of the City Commission shall make their motions to appoint from the names of qualified candidates who have a valid application on file and who are eligible for a term on said board/committee. The City Commission may also, subject to each commissioner's right to make nominations, in its discretion, vote to consider other applicants who have completed applications and conflict of interest statements on file with the City Secretary's office who may have missed the application deadline.

Secs. 2-315. – Application Process Applicable to Mayoral Appointments.

Texas Law gives the Mayor of a municipality the unilateral authority to make certain appointments. [TLGC Sec. 392.031] The following procedure is advisory only. The Mayor should, any time he/she wishes to make an appointment, notify the City Secretary of the vacancy, who shall post and advertise on the City's web page current and upcoming vacancies in applicable City Boards. Any interested applicant seeking an appointment should complete an application packet containing and execute a conflict of interest statement before being considered for a mayoral appointment for service on any City Board. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this division and submit them to the Mayor and City Commissioners for review. The Mayor shall announce the name of the appointee at a City Commission meeting. Such a policy ensures that the Commissioners and the public are informed of who was appointed by the Mayor.

Secs. 2-316. – Eligibility Criteria.

(a) **Written Application**. A signed, current application form is required for consideration for service on a board or committee. Applications are considered current for one (1) year after the original submittal, after which the application will be removed from consideration. The applicant may reapply and submit a new application.

(b) **Residency**. Unless the authorizing ordinance or law creating or otherwise governing a board or committee specifically requires otherwise, appointees should be residents of the City of Brownsville, Texas. However, the City Commission may also appoint an individual to a City Board if otherwise permitted by law, where that individual has established a business in Brownsville, provided significant civic or community service within Brownsville, or who has otherwise demonstrated prior significant willingness to serve the community in Brownsville, Texas. The same shall apply to appointments made for the Greater Brownsville Incentives Corporation (GBIC a Type-A corporation) and the Brownsville Community Improvement Board (BCIC a Type-B corporation) where permitted by state law.

(c) **Criminal Check**. No individual may serve on any city board or committee who has a felony conviction or who has, within the past ten years, been convicted of any crime of moral turpitude.

(d) **Vendors or Grantees**. No individual who is presently a city vendor, or who presently owns a substantial interest in any company which is a city vendor, is eligible to sit on a city board which contracts directly with that vendor. No individual who has obtained business incentives from a city board, or individual who owns a substantial interest in any company which has obtained business incentives from any city board, may serve on that same city board or committee within five years of receiving such incentives.

Secs. 2-317. – Term of Office, Attendance, and Multiple Service.

(a) **Terms of Office.** All terms shall be two (2) years unless otherwise provided by state law or ordinance.

(b) **Appointments**. Appointments shall be made quarterly, and appointments are effective when made, unless the appointment is made for filling a vacancy, in which case the appointment shall be for the remainder of the term filled. The Commission can fill any unexpired term with an appointment from any qualified individual who has an application and conflict of interest waiver on file with the city secretary.

(c) **Attendance**. A City Board member shall attend seventy-five percent (75%) of the regular meetings to be considered for reappointment. Any Board member or committee member who has three consecutive unexcused absences from a regular meeting shall be automatically deemed to have resigned from his/her appointment with no further action by the City Commission. A special called meeting will not reset the three consecutive regular meetings. The following criteria are automatically excused absences: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal

matters of importance to the member's duties, or an absence necessary for the member's business or employment. At the request of a member, the board a member serves on may also consider excusing an absence that does not fall within the criteria for automatically excused absences if approved by a majority vote of the members present.

(d) **Term Limits**. The recommended limit for service on a City Board is two (2) consecutive two-year terms; however, the City Commission may appoint a member to a longer term of service if approved by a majority of the City Commission present at a meeting.

(e) **Continued Service**. A City Board member is immediately eligible for all other City Boards upon completion of term limits on the current City Board.

(f) **Multiple Service**. City Board members shall not serve concurrently on more than two City Boards. If members at the time of this section's enactment are serving on more than two City Boards, they shall complete their current terms as provided by their appointments unless otherwise removed from a position in accordance with City Ordinance or state law.

(g) **Family Service**. No spouses or individuals related within one degree of consanguinity or affinity may simultaneously serve on the same city board. Spouses and individuals related within one degree of consanguinity or affinity may serve on different city boards provided they comply with any statutes or rules pertaining to conflict of interest.

(h) **Removal**. The City Commission may remove any board member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings. This shall not apply to Boards whose removal is governed by the city charter or state statute, in which case the city charter or state statute will control. The procedures relating to removal of board members shall apply to all city boards, including the GBIC and the BCIC, whose Board members serve at the will of the City Commission. The procedures relating to removal of board members shall not apply to the Brownsville PUB as the provisions for the removal of Brownsville PUB Directors are established by City Charter.

Secs. 2-318. – Official Notification; Acceptance.

(a) After the City Commission appoints a person to serve as a member of a board, the City Secretary, or Board Liaison, shall notify the person of the appointment. The notification shall contain a form of acceptance of appointment to be returned to the City Secretary by the appointee. Board Members reappointed to City Boards that are advisory in nature will be notified by letter and will be asked to notify the City Secretary's office if they decline the appointment. Board members reappointed to City Boards that are more than advisory in nature must complete and return the "acceptance of appointment" form to the City Secretary.

(b) The appointee must return the signed acceptance of appointment to the City Secretary within 10 calendar days from the date of receiving notice of the appointment or reappointment, as in the case of City Boards that are more than advisory in nature. If the City Secretary does not receive the signed acceptance of appointment within the required 10 days, then that board position shall be considered vacant and a new appointment made.

(c) The appointee must take the required Open Government training and provide certificates of completion to the City Secretary within 90 days of appointment or be subject to removal by the City Commission.

(d) The appointee must submit the required personal finance statement required by Chapter 38, Ethics Ordinance.

(e) A letter of gratitude shall be sent to each retiring member.

Secs. 2-319. – Oath of Office; Orientation and Training.

(a) Pursuant to the City Charter, City Board members are required to take one or more oaths of office. The corresponding Board Liaison is also responsible for ensuring all documents finalizing the appointment processes have been completed before allowing a member to participate in a meeting.

(b) City Board members are required to participate in training session(s) provided by the City. These training sessions will be scheduled as a regular agenda item by the Board Liaison. Members are also required to complete open government training through the Texas Attorney General's Office. Upon completion of training, members must submit a completed certificate to the City Secretary. Board Liaisons are encouraged to meet with "new" appointees well in advance of the first meeting to provide a general overview of the board's responsibilities, agenda/meeting process, and any other issues relevant to the board, commission, or committee.

Secs. 2-320. – Meeting Procedures.

(a) Board meetings are governed by Robert's Rules of Order and the board's bylaws.

(b) Each Board shall adopt the City's standard board bylaws. A bylaw amendment is not effective unless approved by the City Commission after review by the Office of the City Attorney.

(c) Boards may adopt special rules of procedure as required. A board's special rules of procedure may not conflict with state or federal law, the board's bylaws, or the City Charter and Code of Ordinances.

(d) Advisory Boards are not subject to Texas Open Meetings Act ("TOMA") quorum requirements but must post the agenda at least 72 hours before the stated meeting time. All other City Boards must comply with TOMA.

Secs. 2-321. – Nondiscrimination.

The City of Brownsville is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that board and committee appointments are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is,

therefore, the City's policy not to discriminate in making appointments to its boards and committees on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied.

Secs. 2-322. – Nonwaiver

This division is intended as a procedural guide for the City Commission and is not intended to establish any property right or procedural right as to any board appointment, which appointments are totally discretionary with the City Commission. The City Commission shall have the right to modify or change this division.

The right to make an appointment to any City Board is a discretionary right that belongs to the City Commission or, in several cases where required by statute, the Mayor. The City Commission does not, through the adoption of this division, abandon or cede any of its discretionary rights to make appointments.

This division is intended as a guide for the City Boards and shall not create any property right or right to procedural due process or due course of law under the constitutions of the State of Texas or the United States. The City Commission reserves the right to change or eliminate this procedure at any time it feels, at its discretion, if it no longer best serves the interests of the City of Brownsville.

Section 3. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. Effective Date. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading and passage.

Section 6. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

Signature Page Follows

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on this the 1st day of August, 2023.

APPROVED AND PASSED on the SECOND and FINAL READING on this the 15th day of August, 2023.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Guillermo (Will) S. Trevino
City Attorney

DRAFT

CITY OF BROWNSVILLE POLICY ON BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY
(Approved: October 02, 2018)

I. PURPOSE:

To encourage qualified individuals to serve on city boards, to increase the information available to the public regarding service on city boards, to make the commission aware of qualified individuals who may be willing to serve on city boards. The City Commission recognizes that the City is best served by boards and advisory bodies that reflect the geographic distribution and diversity of the community they serve. The Commission also recognizes that the needs of the City and the agencies are best met when qualified candidates are matched to the boards' individual requirements.

II. APPOINTMENT PROCESS FOR BOARD APPOINTMENT BY THE CITY COMMISSION

The Department Directors shall promptly notify the City Secretary of any current or anticipated vacancies on city boards and committees. The members of the City Commission should also actively recruit candidates who wish to apply for service on City boards and committees.

The City Secretary shall post and advertise on the City's web page current and upcoming vacancies in city boards and committees. All applicants shall complete an application packet containing and execute a conflict of interest statement before being considered for service on any city committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the City Commission. The applications will be considered to be on file and effective for one year. The City Commission, during a posted public meeting, may only consider applicants whose completed applications are on file no less than 15 days prior to consideration for appointment to a board or committee.

All Board members will be elected by the City Commission as provided by state law, the city charter or the relevant bylaws. The City Commission will make every reasonable attempt to insure that geographical diversity of the different city districts are fairly represented on all boards. On all boards having six or more appointed members, such board shall consist of a board member from of the respective district: all others may be selected from the qualified candidates as determined by the commission. In the event there fails to be a qualified candidate from an individual district, the commission may, in their discretion, select a qualified candidate from an individual district, **the** ***commission may, in its discretion, select a qualified candidate from any other district or, if no residing requirement, from the entire number of qualified candidates regardless of the district they reside.***

The members of the Commission shall make their motions to appoint from the names of qualified candidates who have a valid application on file and who are eligible for a term on said board/committee. The Commission may also, subject to each commissioners right to make nominations, in its discretion, vote to consider other applicants who have completed applications and conflict of interest statements on file with the City Secretary's office who may have missed the application deadline.

III. APPLICATION PROCESS APPLICABLE TO MAYORAL APPOINTMENTS

Texas Law gives the Mayor of a municipality the unilateral authority to make certain appointments. [TLGC Sec. 392.031] The following procedure is advisory only. The Mayor should, any time he wishes to make an appointment, notify the city secretary of the vacancy, who shall post and advertise on the city's web page current and upcoming vacancies in applicable City boards and committees. Any interested applicant seeking an appointment should complete an application packet containing and execute a conflict of interest statement before being considered for a mayoral appointment for service on any city board / committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the Mayor and Commissioners for review. The Mayor shall announce the name of the appointee at a City Commission meeting. Such a policy ensures that the Commissioners and the public are informed of who was appointed by the Mayor.

IV. ELIGIBILITY CRITERIA

(a) Written Application. A signed, current application form is required for consideration for service on a board or committee. Applications are considered current for one (1) year after original submittal, after which the application will be removed from consideration. The applicant may reapply and submit a new application.

(b) Residency. Unless the authorizing ordinance or law creating or otherwise governing a board or committee specifically requires otherwise, appointees should be residents of the City of Brownsville, Texas. However, the Commission may also appoint an individual to a city board if otherwise permitted by law, where that individual has established a business in Brownsville, provided significant civic or community service within Brownsville or who has otherwise demonstrated prior significant willingness to serve the community in Brownsville, Texas. The same shall apply to appointments made the Greater Brownsville Incentives Corporation (GBIC a Type-A corporation) and the Brownsville Community Improvement Board (BCIC a Type-B corporation) where permitted by state law.

(c) Criminal Check. No individual may serve on any city board or committee who has a felony conviction or who has, within the past ten years, been convicted of any crime of moral turpitude.

(d) Vendors or Grantees. No individual who is presently a city vendor, or who presently owns a substantial interest in any company which is a city vendor, is eligible to sit on a city board which contracts directly with that vendor. No individual who has obtained business incentives from a city board, or individual who owns a substantial interest in any company which has obtained business incentives from any city board, may serve on that same city board or committee within five years of receiving such incentives.

V. TERM OF OFFICE, ATTENDANCE AND MULTIPLE SERVICE

(a) All terms shall be two (2) years unless otherwise provided by state law or ordinance.

(b) Appointments. Appointments shall be made twice a year, and appointments are effective when made, unless the appointment is made for filling a vacancy in which case the appointment shall be for the remainder of the term filled. The Commission can fill any unexpired term with an appointment from any qualified individual who has an application and conflict of interest waiver on file with the city secretary.

(c) Attendance. A board or commission member shall attend seventy-five percent (75%) of the board meetings to be considered for reappointment. Any Board member or committee member who has three consecutive unexcused absences shall be automatically deemed to have resigned from his/her appointment with no further action by the commission.

(d) Term Limits. The recommended limit for service on a board or commission is two (2) consecutive two-year terms; however circumstances shall allow for longer member service at the discretion of the City Commission.

(e) Continued Service. A board or commission member is immediately eligible for all other boards and commissions upon completion of term limits on current board or commission.

(f) Multiple Service. Board and commission members shall not serve concurrently on more than one board or commission. If members at the time of this section's enactment are serving on more than one board or commission, they shall complete their current terms as provided by their appointments unless otherwise removed from a position in accordance with City Ordinance or State Law. This section will become effective immediately upon the date of enactment by the City Commission.

(g) Family Service. No spouses or individuals related within one degree of consanguinity or affinity may simultaneously serve on the same city board. Spouses and individuals related within one degree of consanguinity or affinity may serve on different city boards provided they comply with any statutes or rules pertaining to conflict of interest.

(h) Removal. The City Commission may remove any board member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings. This shall not apply to Boards whose removal is governed by the city charter or state statute, in which case the city charter or state statute will control. The procedures relating to removal of board members shall apply to all city boards, including the GBIC and the BCIC, whose Board members serve at the will of the City Commission. The procedures relating to removal of board members shall not apply to the Brownsville PUB as the provisions for removal of PUB Directors are established by City Charter.

VI. OFFICIAL NOTIFICATION.

A letter of appointment shall be sent to each member appointed to a board or commission. A letter of gratitude shall be sent to each retiring member.

VII. NONDISCRIMINATION.

The City of Brownsville is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that board and committee appointments are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is therefore the City's policy not to discriminate in making appointments to its boards and committees on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied.

VIII. SAVINGS CLAUSE

These rules shall apply generally as follows:

This policy shall apply generally to all city boards with the exception that, in the case of a conflict between this policy and state law, or the city charter, state law or the city charter shall prevail.

The procedures relating to the Commission's appointment of board members shall apply to all City Boards, including the Brownsville PUB, the GBIC a Type-A corporation, and the BCIC a Type-B corporation.

In the event of a conflict, between this policy and any bylaw provision of any internal city board (but not the Brownsville Public Utilities Board,) this policy shall control.

If any provision of this policy is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this policy shall remain in full force and effect.

IX. NON WAIVER

This policy is intended as a procedural guide for the City Commission and is not intended to establish any property right or procedural right as to any board appointment which appointments are totally discretionary with the City Commission. The City Commission shall have the right to modify or change this policy.

The right to make an appointment to any City Board is a discretionary right which belongs to the City Commission or, in several cases where required by statute, the Mayor. The City Commission does not, through adoption of this policy, abandon or cede any of its discretionary rights to make appointments.

This policy is intended as a guide for the Commissions and shall not create any property right or right to procedural due process or due course of law under the constitutions of the State of Texas or the United States. The Commission reserves the right to change or eliminate this procedure at any time it feels, in its discretion, it no longer best serves the interests of the City of Brownsville.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-014**, to rezone from Agricultural (AG) to Residential Suburban (R-2) to allow a duplex subdivision on a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, Rolando Garza, proposes to change the Zoning Designation for a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Agricultural (AG) to Residential Suburban (R-2) for the purpose of establishing a duplex subdivision.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, public school, and airport are also present within proximity of the subject property.

The property is located within the Employment Hub District. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property consists of approximately 30.67 acres located in southern Brownsville within proximity of the airport. Currently, the targeted number of lots is 150; however, this number is subject to change due to lot size requirements, dedicated right-of-way, easements, required detention, as well as other development design standards. As stated, this development will primarily consist of duplex lots; yet single-family homes in the form of detached dwellings and townhomes will also be incorporated. The applicant is requesting a zoning reclassification due to the current zoning (AG) only allowing agricultural uses and single-family homes on large lots (1 acre or more). The proposed (R-2) zoning would allow duplexes and single-family homes

(detached or townhomes). The required lot size for this zoning district is a minimum of 5,000 square feet for detached single-family homes and duplex, and 2,000 square feet for townhomes.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Agricultural (AG) to Residential Suburban (R-2).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 080123
2. Binder 235-2023-014

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 1, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-014	1	Rezone	South Minnesota Avenue	Rolando Garza	To rezone from Agricultural (AG) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-015	4	Rezone	2893 Old Military Road	Joe de la Fuente / Oscar Chavez	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a single-family residence on a 0.33 ac. lot	No verbal or written opposition
235-2023-016	2	Rezone	Robindale Road and Morrison Road	Sutter Estates LLC. / Oscar Chavez	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-017	3	Rezone	2400 Dr. Hugh Emerson Road	Hosanna World Changers Church, Inc.	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-905	1	City Initiated Rezone	Boca Chica Boulevard	City of Brownsville / Vecino Properties, LTD.	To rezone from Residential Suburban (R-2) to Residential Single-Family (R-1). The zoning change will prevent conflicts with established deed restrictions that only allow single-family homes within certain sections of the development.	To be in-line with established deed restrictions of an existing residential subdivision	No verbal or written opposition
235-2023-906	4	City Initiated Rezone	305 West Levee Street	City of Brownsville / Serafy Labs	To rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI)	To allow the expansion of existing Serafy Labs	No verbal or written opposition

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 05/31/2023	■ Owner / Nombre del Propietario ☐ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: ROLANDO GARZA		
Address / Dirección: 7675 SOUTHMOST ROAD		
City / Ciudad: BROWNSVILLE	State / Estado: TEXAS	Zip / Código Postal: 78521
Phone Number / Numero Telefónico: (956) 551-2153	Fax: (956) 544-0976	
E-mail / Correo Electrónico: RICKY.GARZA16@YAHOO.COM		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: MINNESOTA ROAD, BROWNSVILLE, TEXAS		
Subdivision / Subdivisión: CHICAGO GARDENS SUBDIVISION	Lot / Lote:	Block / Bloque: BLK 4
Property Tax ID / Identificación del impuesto: 74 - 2150 - 0040 - 0200 - 00	Gross Acreage / Superficie en Acres: 30.64	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual : AG	Proposed Zoning / Zonificación Propuesta: R-2	
Proposed Use / Uso propuesto: 150 RES DUPLEX LOTS	Overlay District: RESIDENTIAL SUBURBAN	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ☐ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ☐ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ■ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
  ☐ Design Statement / Declaración de Diseño
  ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

REZONE THIS PROPERTY TO R-2 TO CREATE A 150 LOT SUBDIVISION FOR DUPLEXES. PLEASE INCLUDE TAX ID'S: 74-2150-0040-0300-00 & 74-2150-0040-0300-10 IN THIS APPLICATION. THEY ARE THE SAME PROPERTY.

Additional Required Documentation / Documentación Requerida

■ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
■ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
■ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 05/31/23

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-014

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Agricultural (AG) to Residential Suburban (R-2) for a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


NORTON DR
MORNINGSIDE RD
ZAFIRO DR
AMATISTA DR
SUBJECT PROPERTY
S MINNESOTA AVE
N
Case No. 235-2023-014

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

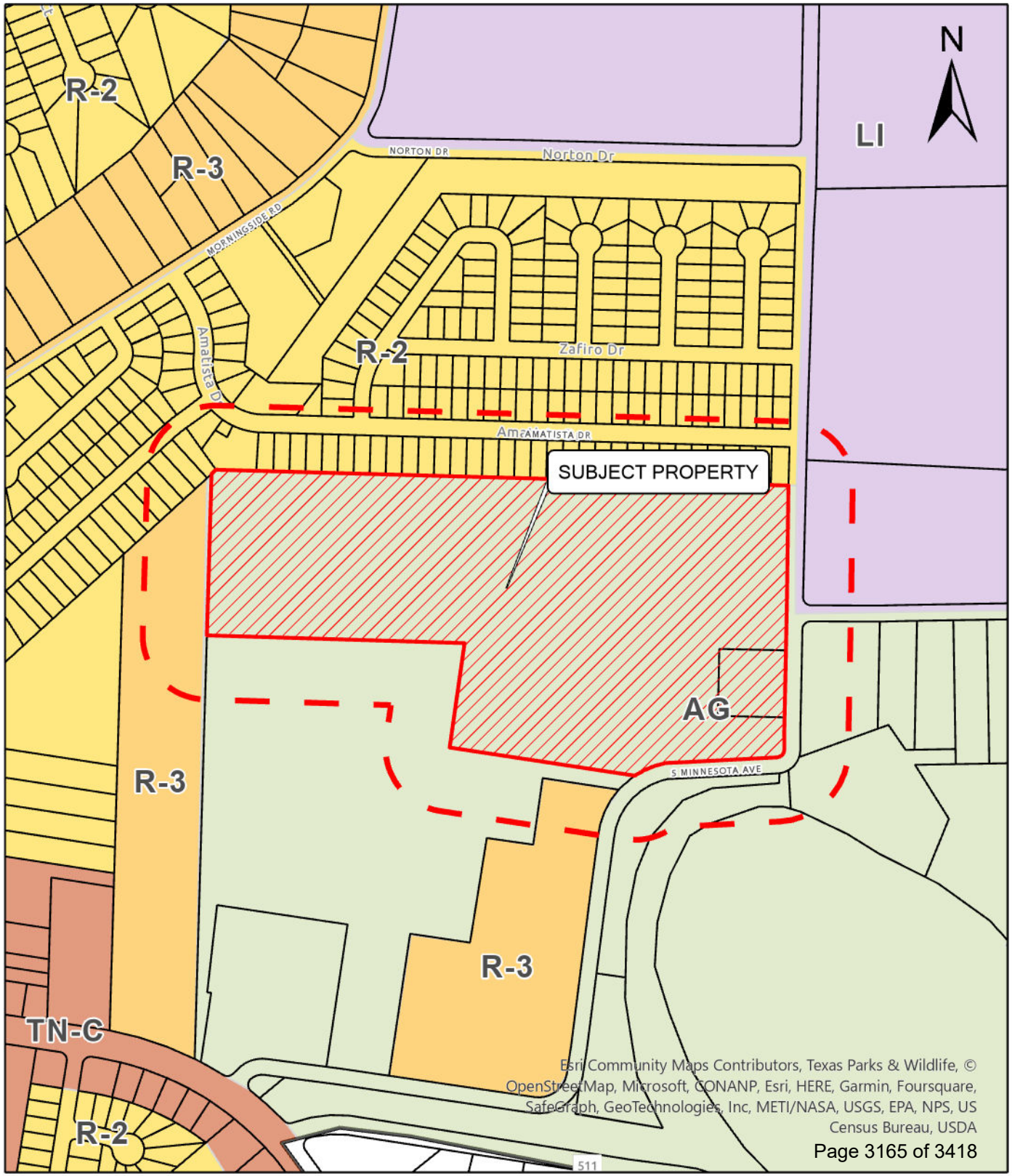
EXHIBIT "A"

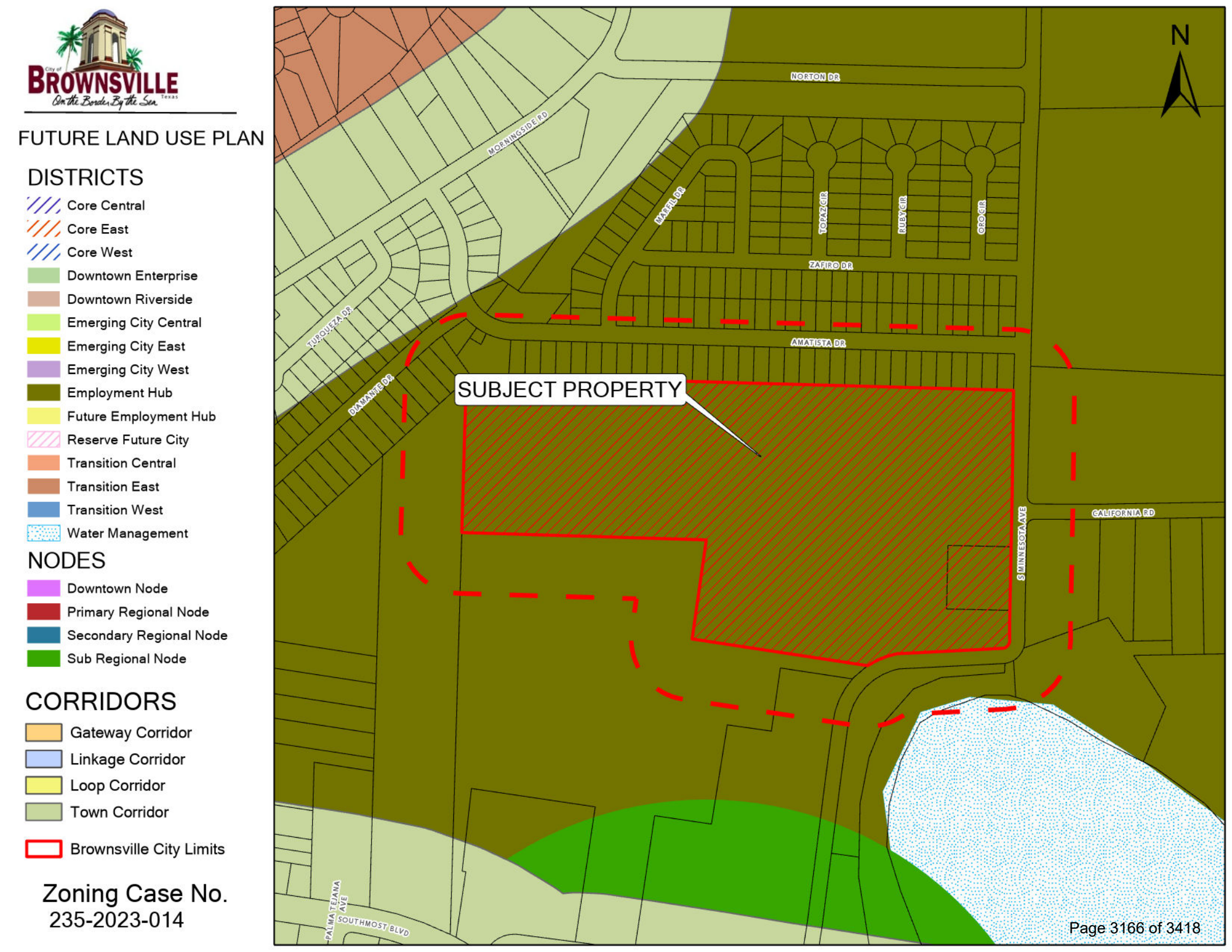
Rezoning request:
Case # 235-2023-014

Current Zoning:
AG, Agriculture

Proposed Zoning:
R-2, Residential Suburban

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-014
N
NORTON DR
MORNINGSIDE RD
MARFIL DR
TOPAZ CIR
RUBY CIR
ORO CIR
ZAFIRO DR
TURQUEZA DR
AMATISTA DR
DIAMANTE DR
SUBJECT PROPERTY
S MINNESOTA AVE
CALIFORNIA RD
PALMA TEJANA AVE
SOUTHMOST BLVD

ROLANDO GARZA
7675 SOUTHMOST ROAD BROWNSVILLE, TEXAS 78521
(956) 592-4930 & (956) 551-2153
FAX: (956) 544-0976

To the Zoning Department of Brownsville, Texas.

My plan is to subdivide the 30+ acre lot, located on Minnesota Avenue, into roughly 150 lots that are 6,000 square feet or bigger to accommodate duplex and/or townhomes. I have attached a preliminary plot plan that shows the structure of the subdivision, so you may have a better understanding of my plans. The plot is currently broken down into three taxable units that include property tax ID's: 74-2150-0040-0300-10, 74-2150-0040-0300-00, and 74-2150-0040-200-00.

The numbers and data clearly show that Brownsville is growing at an unprecedented rate. Brownsville needs to be ready with affordable housing to allow our growing local population and the thousands of employees that the LNG and SpaceX corporations are bringing to thrive and want to continue to live locally. The subdivision made with duplex housing is just what is needed. Typically, the people that are coming to Brownsville do so with their families or start families once they arrive here. They need somewhere to live so they may truly make Brownsville their home. My 30-acre subdivision will help reduce the strain of the raising local rent rates and will help increase our local tax revenue. I have verbal agreements with a number of local builders for multiple purchases of these lots. Additionally, local real estate agents whom I have spoken to are excited at the prospect of so many lots (specifically for residential duplex use) coming into the market. In the open market today, there very few empty lots where homeowners can build duplexes/townhomes.

The need for this subdivision is clear and I would like to proceed to the next step with this project. With your help, I can rezone this property from Agriculture to Residential Suburban (R-2) and move forward with the planning and development of this project.

Thank you

Rolando Garza

VALLE DE ORO SUBDIVISION
(CAB. 1, SLOT 419B, C.C.M.R.)

BLOCK 5
LOT 3
LOT 2
LOT 1
RESERVE "B"
℄ MARFIL DR. (50 FT. R.O.W.)
℄ DIAMANTE DR. (50 FT. R.O.W.)
LOT 26 LOT 25 LOT 24 LOT 23 LOT 22 LOT 21 LOT 20 LOT 19 LOT 18 LOT 17 LOT 16 LOT 15 LOT 14 LOT 13 LOT 12 LOT 11 LOT 10 LOT 9 LOT 8 LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1
BLOCK 8
℄ AMATISTA DRIVE (60 FT. R.O.W.)
30'
30'
1/2" IRON ROD FOUND
(600.0' RECORDED – 600.07' MEAS.)
1/2" IRON ROD FOUND
(605.0' RECORDED – 605.18' MEAS.)
1/2" IRON ROD FOUND
120.05 MEAS.
1/2" IRON ROD FOUND
1/2" IRON ROD SET
L.S.
LOT 30
BLOCK 3
LOT 30
LOT 29
LOT 28
LOT 27
RESERVE "A"
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33
10 FT. WIDE UTILITY EASEMENT
25 FT. WIDE DRAINAGE EASEMENT
16 FT. WIDE DRAINAGE & UTILITY EASEMENT
S 87°30'00" E
1795.00'
EXIST. DRAIN DITCH

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

N 02°30'00" E
532.20'
EXIST. DRAIN DITCH
402.11'
EDGE OF ASPHALT
869.90'
EDGE OF ASPHALT
BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
20.0'
20.0'

30.67 AC. GROSS
SAVE & EXCEPT 1.00 AC.
29.67 AC. NET

℄ CALIFORNIA ROAD
20.0'
50.00'
25 FT. BLDG. SETBACK LINE
MINNI-CAL SUBDIVISION
(CAB. 1, SLOT 1297A)
LOT 1
LOT 2
LOT 2
LOT 3
5.0'
SAVE & EXCEPT
1.00 AC.
℄ MINNESOTA AVE.
(R.O.W. VARIES)
50.0'
25 FT. BLDG. SETBACK LINE
5 FT. FUTURE ADDITIONAL R.O.W.
15 FT. IRRIGATION EASEMENT
EDGE OF ASPHALT
20.0'
POWER POLE
OVERHEAD POWER LINE
MINNESOTA AVE.
375.38'
S 81°53'53" W
1/2" IRON ROD SET
6.2'
17.3'
EDGE OF ASPHALT
POWER POLE
NEIGHBOR'S CHAIN LINK FENCE

B.I.S.D.
SOUTHMOST ELEM.
OUT OF PARTS OF BLOCK 1 & 2
CHICAGO GARDENS SUBDIVISION
(VOL. 4, PG. 48, C.C.M.R.)

EXIST. DRAIN DITCH
N 87°30'00" W
800.60'
1/2" IRON ROD SET
EXIST. DRAIN DITCH
N 08°54'00" E
328.50'
EXIST. DRAIN DITCH
EXIST. DRAIN DITCH

DAVILA FAMILY TRUST
21.02 AC
OUT OF PARTS OF BLOCK 3 & 4
CHICAGO GARDENS SUBDIVISION
(VOL. 4, PG. 48, C.C.M.R.)

COMMERCIAL
N 80°35'00" W
666.90'
1/2" IRON ROD SET
EDGE OF ASPHALT

FLOOD ZONE

PROPERTY LIES IN ZONE "C" (AREAS OF MINIMAL FLOODING) AS PER FLOOD INSURANCE RATE MAP OF CAMERON COUNTY, TEXAS. COMMUNITY PANEL NUMBER 480101 0350B, EFFECTIVE SEPTEMBER 15, 1983.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON APRIL 6, 2012, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON." STANTIALLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

EDMUNDO R. GONZALEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR #3732

STATE OF TEXAS
REGISTERED
E. R. GONZALEZ, JR.
3732
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY

OF

29.67 ACRES OUT OF BLOCK NUMBER FOUR (4), CHICAGO GARDENS SUBDIVISION, IN CAMERON COUNTY, TEXAS, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN VOLUME 4, PAGE 48, OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

SURVEYED FOR: ROLANDO GARZA

G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION NO. 1

DATE: SEPT. 15, 2020 JOB NO. 2723-G-047

VALLE DE ORO SUBDIVISION
(CAB. 1, SLOT 419B, C.C.M.R.)
BLOCK 5
LOT 3
LOT 2
LOT 1
RESERVE "B"
℄ MARFIL DR. (50 FT. R.O.W.)
℄ DIAMANTE DR. (50 FT. R.O.W.)
LOT 26 LOT 25 LOT 24 LOT 23 LOT 22 LOT 21 LOT 20 LOT 19 LOT 18 LOT 17 LOT 16 LOT 15 LOT 14 LOT 13 LOT 12 LOT 11 LOT 10 LOT 9 LOT 8 LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1
BLOCK 8
℄ AMATISTA DRIVE (60 FT. R.O.W.)
30'
30'
1/2" IRON ROD FOUND
(600.0' RECORDED – 600.07' MEAS.)
1/2" IRON ROD FOUND
(605.0' RECORDED – 605.18' MEAS.)
1/2" IRON ROD FOUND
120.05 MEAS.
1/2" IRON ROD FOUND
1/2" IRON ROD SET
L.S.
LOT 30
BLOCK 3
LOT 30
LOT 29
LOT 28
LOT 27
RESERVE "A"
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33
10 FT. WIDE UTILITY EASEMENT
25 FT. WIDE DRAINAGE EASEMENT
16 FT. WIDE DRAINAGE & UTILITY EASEMENT
S 87°30'00" E
1795.00'
EXIST. DRAIN DITCH
N 02°30'00" E
532.20'
EXIST. DRAIN DITCH
402.11'
EDGE OF ASPHALT
869.90'
EDGE OF ASPHALT
BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
20.0'
20.0'
30.67 AC. GROSS
SAVE & EXCEPT 1.00 AC.
29.67 AC. NET
℄ CALIFORNIA ROAD
20.0'
50.00'
25 FT. BLDG. SETBACK LINE
MINNI-CAL SUBDIVISION
(CAB. 1, SLOT 1297A)
LOT 1
LOT 2
LOT 2
LOT 3
5.0'
SAVE & EXCEPT
1.00 AC.
℄ MINNESOTA AVE.
(R.O.W. VARIES)
50.0'
25 FT. BLDG. SETBACK LINE
5 FT. FUTURE ADDITIONAL R.O.W.
15 FT. IRRIGATION EASEMENT
EDGE OF ASPHALT
20.0'
POWER POLE
OVERHEAD POWER LINE
MINNESOTA AVE.
375.38'
S 81°53'53" W
1/2" IRON ROD SET
6.2'
17.3'
EDGE OF ASPHALT
POWER POLE
NEIGHBOR'S CHAIN LINK FENCE
B.I.S.D.
SOUTHMOST ELEM.
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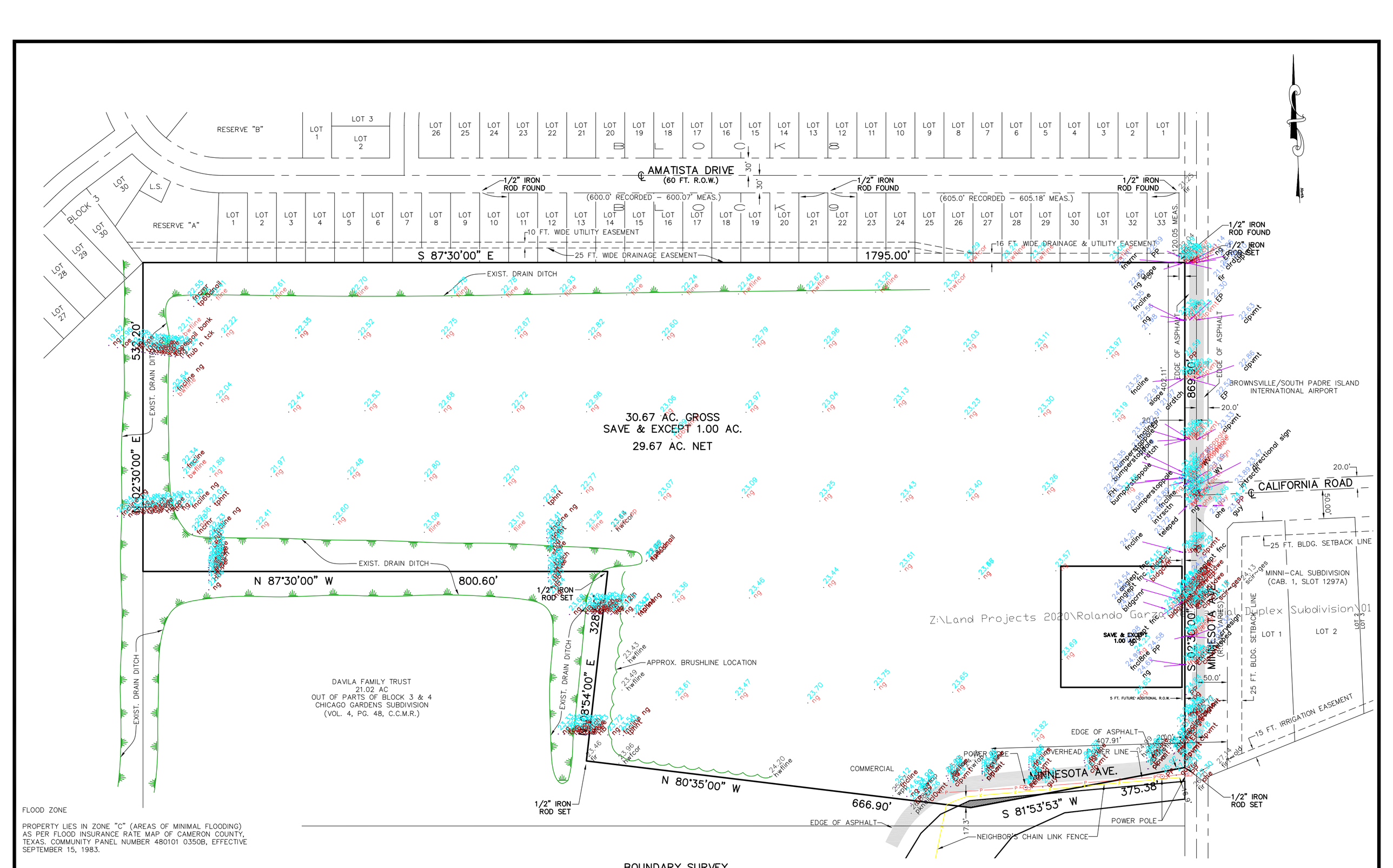
SURVEYED FOR: ROLANDO GARZA
G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION NO. 1
DATE: SEPT. 15, 2020 JOB NO. 2723-G-047



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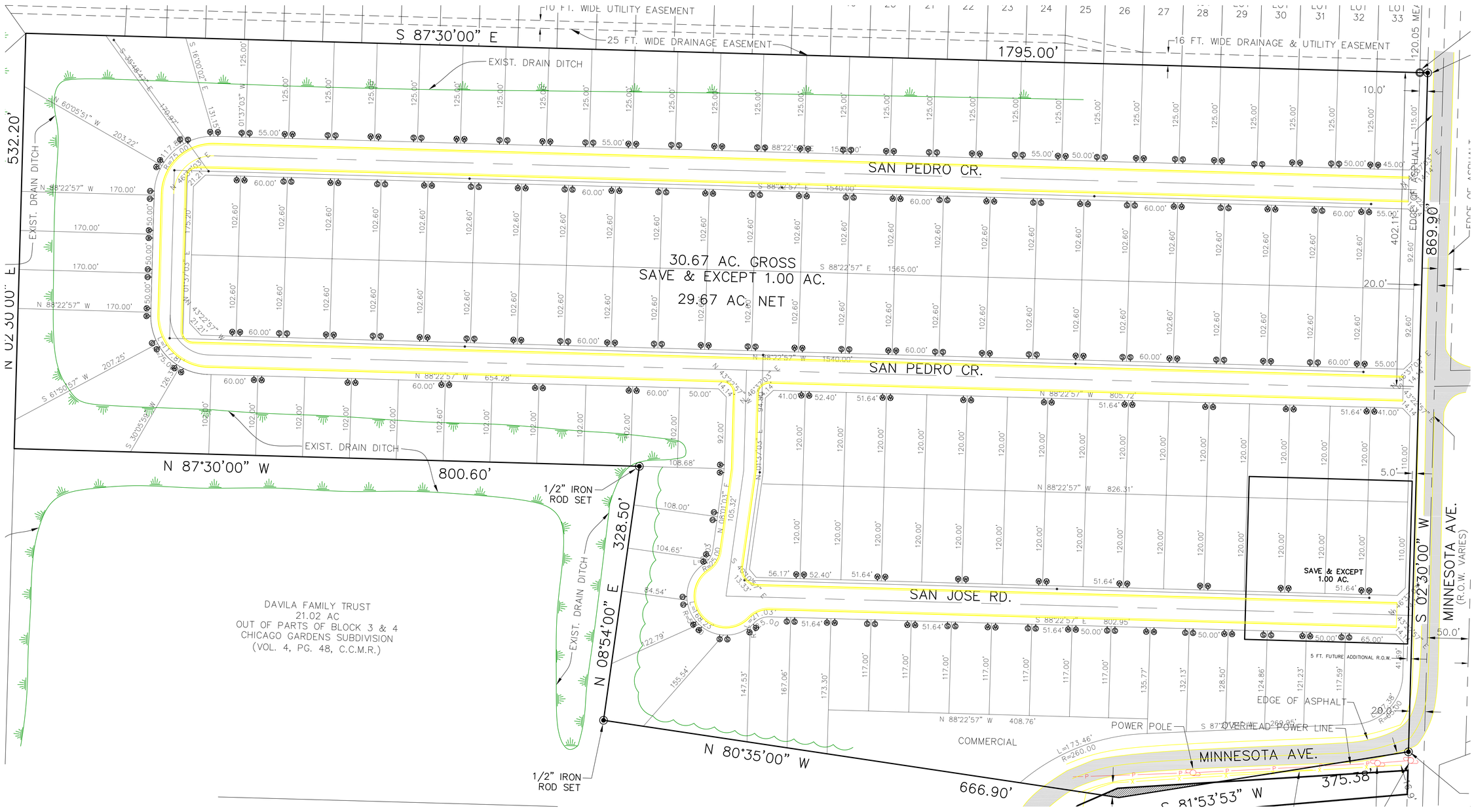
SURVEYED FOR: DOLBY LINWOOD
G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION NO. 1
DATE: APRIL 12, 2012 JOB NO. 2946-G-001

Z:\Land Projects 2020\Rolando Garza\Duplex Subdivision\01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375.58'

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Rolando Garza
Property Address: South Minnesota Avenue
Application Type: Rezone
Current Zoning: Agricultural (AG)
Application Date: June 1, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 75

Geo ID: 74-2150-0040-0200-00
Case No.: 235-2023-014
Proposed Use: Duplex Subdivision
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: July 6, 2023
Electoral District: 1
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: A 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting South Minnesota Avenue, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land, Single-Family Dwelling, and Airport
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land, Single-Family Dwelling, and Public School

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Suburban (R-2), Residential Transition (R-3), and Light Industrial (LI)
East: Agriculture (AG) and Light Industrial (LI)
South: Agriculture (AG), Residential Suburban (R-2), Residential Transition (R-3), and Traditional Neighborhood Corridor (TN-C)
West: Residential Suburban (R-2) and Residential Transition (R-3)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Employment Hub District. Land uses in the Employment Hub District are half industrial, with a healthy mixture of all other land uses. Residential land uses should be primarily single family, duplex, and triplex with an average density of 4 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agricultural (AG) to Residential Suburban (R-2).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-015**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence on a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Joe de la Fuente, proposes to change the Zoning Designation for a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, are also present within the vicinity.

The property is located within the Gateway Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an approximate area of 0.333 acre and is currently site to a single-family home. Mr. de la Fuente wishes to sell off the subject 0.333 acre from the 6.79-acre parent tract to the family residing in the existing home. To comply with the required minimum lot size, the property must be rezoned from Agriculture (AG), which requires a minimum lot size of 40,000 square feet, to Residential Single-Family (R-1), which requires a minimum lot size of 5,000 square feet.

After an analysis of the area, staff finds that the proposed use would be compatible with surrounding residential uses.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Agriculture (AG) to Residential Single-Family (R-1).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 080123
2. Binder 235-2023-015

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 1, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-014	1	Rezone	South Minnesota Avenue	Rolando Garza	To rezone from Agricultural (AG) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-015	4	Rezone	2893 Old Military Road	Joe de la Fuente / Oscar Chavez	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a single-family residence on a 0.33 ac. lot	No verbal or written opposition
235-2023-016	2	Rezone	Robindale Road and Morrison Road	Sutter Estates LLC. / Oscar Chavez	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-017	3	Rezone	2400 Dr. Hugh Emerson Road	Hosanna World Changers Church, Inc.	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-905	1	City Initiated Rezone	Boca Chica Boulevard	City of Brownsville / Vecino Properties, LTD.	To rezone from Residential Suburban (R-2) to Residential Single-Family (R-1). The zoning change will prevent conflicts with established deed restrictions that only allow single-family homes within certain sections of the development.	To be in-line with established deed restrictions of an existing residential subdivision	No verbal or written opposition
235-2023-906	4	City Initiated Rezone	305 West Levee Street	City of Brownsville / Serafy Labs	To rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI)	To allow the expansion of existing Serafy Labs	No verbal or written opposition

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: June 1,2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: OSCAR A. CHAVEZ,PE/RPLS		
Address / Dirección: 755 LAND O'LAKES DRIVE		
City / Ciudad: BROWNSVILLE	State / Estado: TX	Zip / Código Postal: 78521
Phone Number / Numero Telefónico: (956)-909-6659	Fax:	
E-mail / Correo Electrónico: oachvezm@gmail.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Si ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 2893 OLD MILITARY ROAD		
Subdivision / Subdivisión: VILLANUEVA SUBDN BLOCK 1	Lot / Lote: 1	Block / Bloque: 1
Property Tax ID / Identificación del impuesto: 78 - 6210 - 0010 - 0010 - 00	Gross Acreage / Superficie en Acres: 0.333	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual : AG	Proposed Zoning / Zonificación Propuesta: R1	
Proposed Use / Uso propuesto: SINGLE FAMILY RESIDENCIAL	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ■ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
■ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha:
Oscar A. Chavez, PE/RPLS	6/1/23

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-015

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Agricultural (AG) to Residential Single-Family (R-1) for 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


US HIGHWAY 281
SUBJECT PROPERTY
N
Case No. 235-2023-015

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

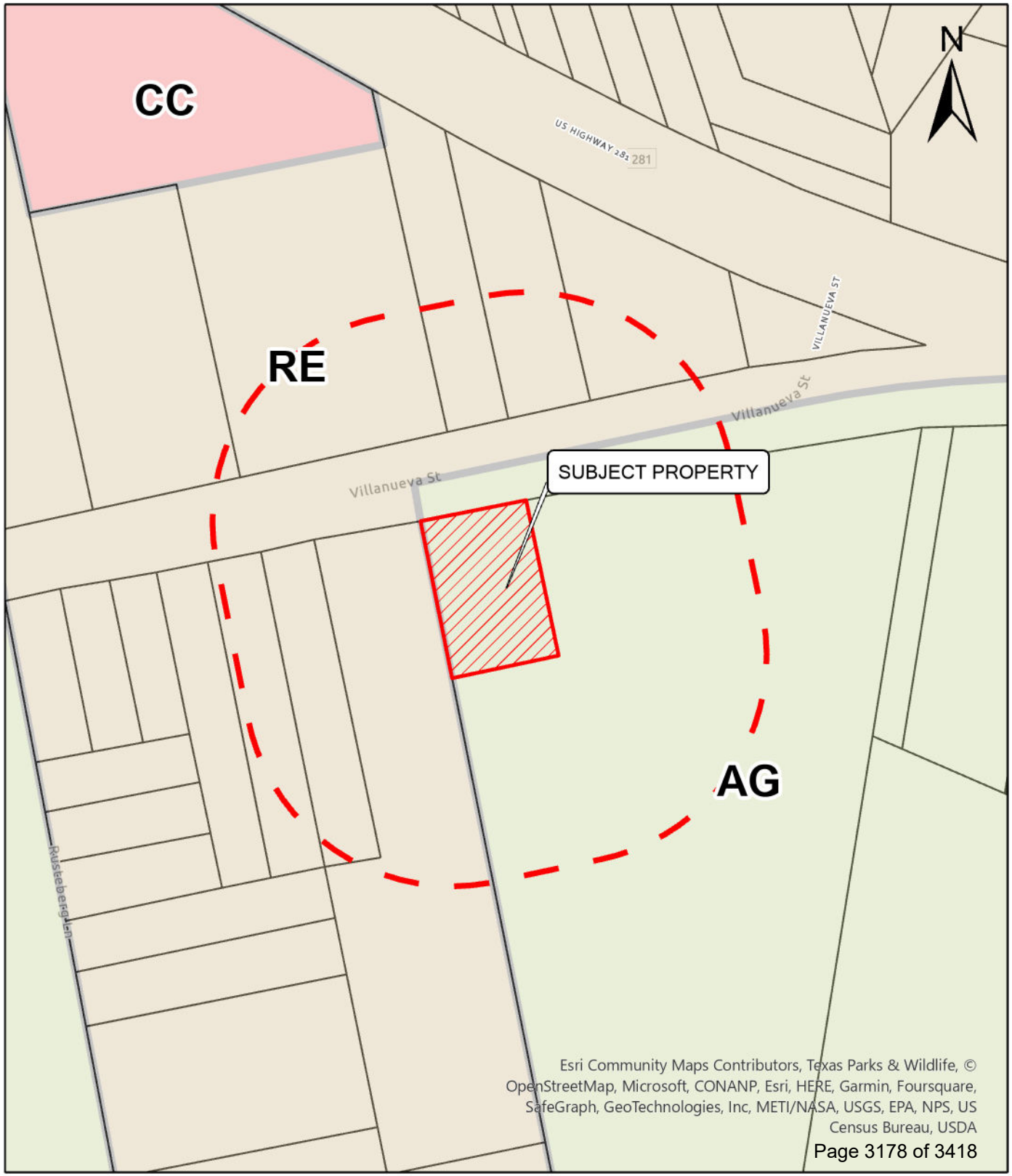
EXHIBIT "A"

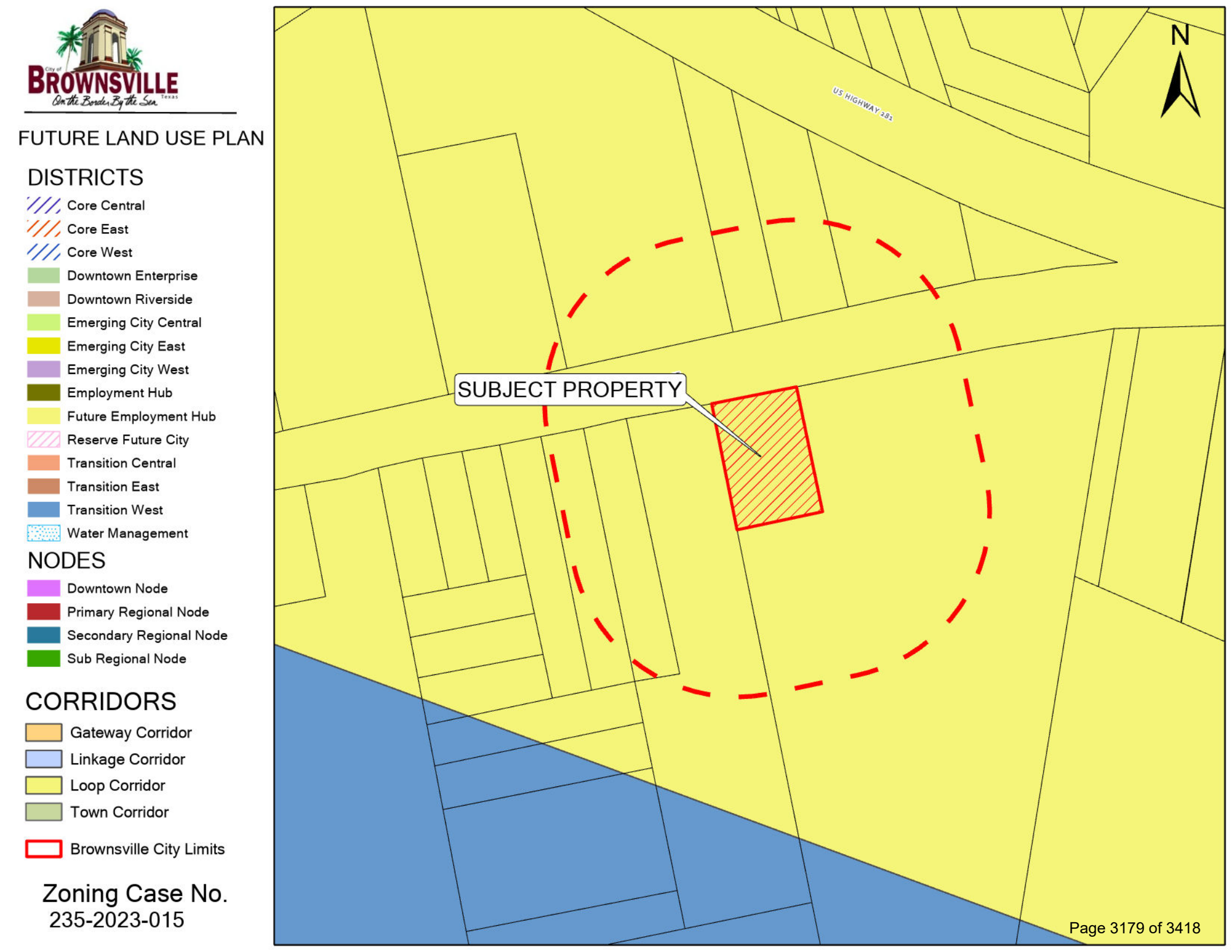
Rezoning request:
Case # 235-2023-015

Current Zoning:
AG, Agriculture

Proposed Zoning:
R-1 Residential Single Family

Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-015
US HIGHWAY 281
SUBJECT PROPERTY
N

Amaya Surveying Co., LLC
905 Los Ebanos Boulevard, Suite C
Brownsville, TX 78520
office: 956-550-0177
lamaya@rgv.rr.com

Joe De La Fuente
0.333 Acre

November 16, 2020
Job No. 6201

METES AND BOUNDS DESCRIPTION

Being 0.333 Acre of land, more or less, out of Lot 1, Block 1, Villanueva Subdivision in the City of Brownsville, Cameron County, Texas as recorded in Volume 11, Page 42 of the Cameron County Map Records; said 0.333 Acre Tract being more particularly located and described as follows:

COMMENCING at a ½ inch iron pin found on the south right-of-way line of Old Military Highway (100 ft. r.o.w.) for the northwest corner of Lot 2, Block 1, Villanueva Subdivision; THENCE, along the south right-of-way line of Old Military Highway and the north line of said Lot 2, N 78°20' E a distance of 100.0 feet to a ½ inch iron pin with a plastic cap stamped "AMAYA" set for the northwest corner of said Lot 1 and for the northwest corner of this tract;

THENCE, continuing along the south right-of-way line of Old Military Highway and the north line of said Lot 1, N 78°20' E a distance of 100.00 feet to a ½ inch iron pin with a plastic cap stamped "AMAYA" set for the northeast corner of this tract;

THENCE, parallel to the west line of said Lot 1, S 11°40' E a distance of 145.00 feet to a point for the southeast corner of this tract;

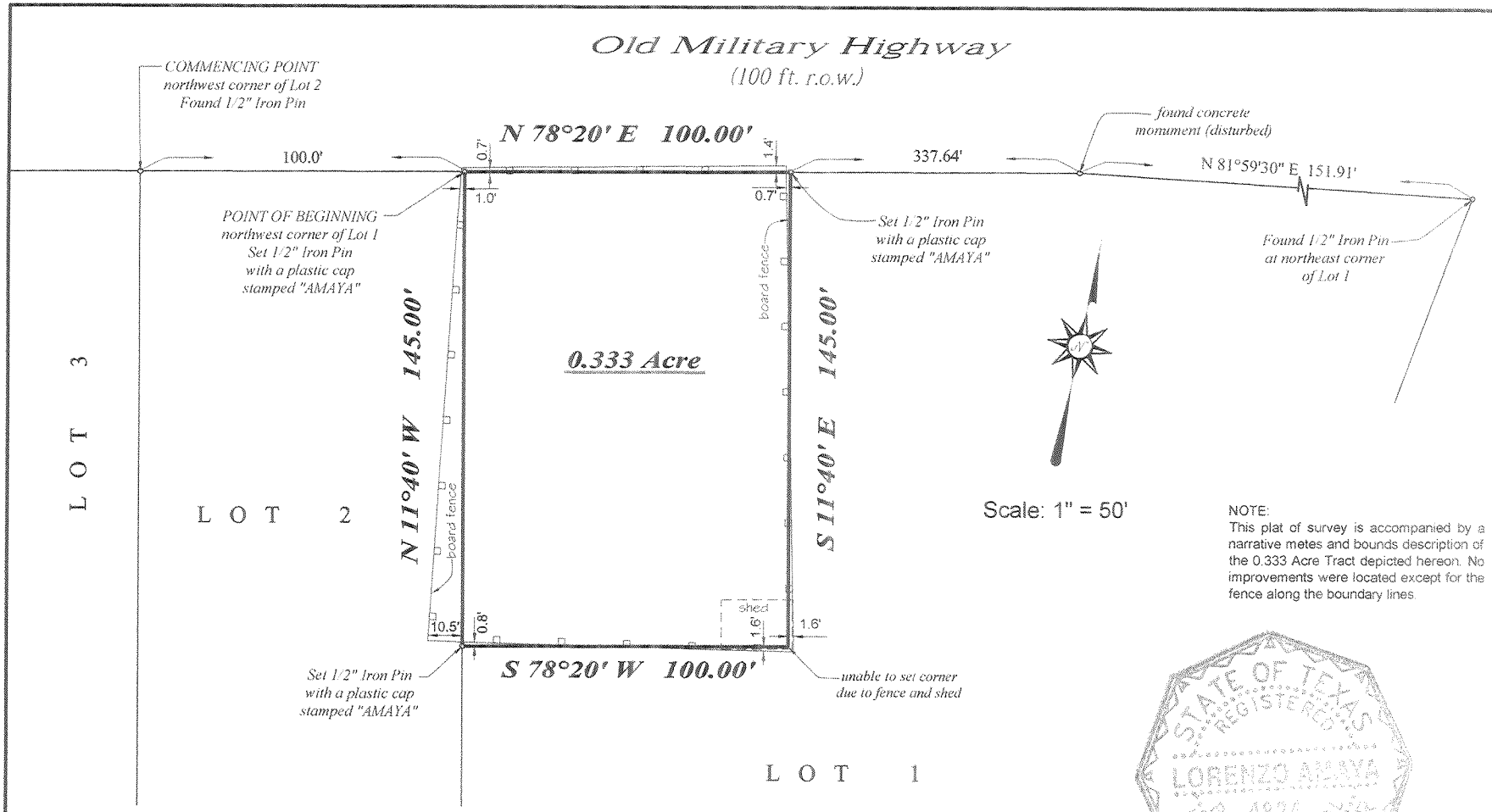
THENCE, parallel to the north line of said Lot 1, S 78°20' W a distance of 100.00 feet to a ½ inch iron pin with a plastic cap stamped "AMAYA" set on the common line between said Lots 1 and 2 for the southwest corner of this tract;

THENCE, along the common line between said Lots 1 and 2, N 11°40' W a distance of 145.00 feet to the POINT OF BEGINNING.

Containing 0.333 Acre of land, more or less.
This description is accompanied by a plat of survey depicting the 0.333 Acre Tract described herein.

Lorenzo Amaya
Registered Professional Land Surveyor No. 4834





Scale: 1" = 50'

NOTE:
This plat of survey is accompanied by a narrative metes and bounds description of the 0.333 Acre Tract depicted hereon. No improvements were located except for the fence along the boundary lines.

Survey of

0.333 Acre out of Lot 1, Block 1, Villanueva Subdivision in the City of Brownsville, Cameron County, Texas according to the plat recorded in Volume 11, Page 42 of the Cameron County Map Records

Surveyed for:
Joe De La Fuente

STATE OF TEXAS
REGISTERED
LORENZO AMAYA
4834
PROFESSIONAL
LAND SURVEYOR

November 16, 2020 *Job No. 6201*

Amaya Surveying Co., LLC
TBPLS Firm No. 10071700
905 E. Los Ebanos Blvd. Suite C
Brownsville, TX 78520
office: 956-550-0177 *lamaya@rgv.rr.com*

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Joe de la Fuente/Oscar Chavez
Property Address: 2893 Old Military Road
Application Type: Rezone
Current Zoning: Agricultural (AG)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 9

Geo ID: 78-6210-0010-0010-00
Case No.: 235-2023-015
Proposed Use: Single-Family Dwelling
Proposed Zoning: Residential Transition (R-1)
P&Z Date: July 6, 2023
Electoral District: 4
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Old Military Road, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Single-Family Dwelling
East: Undeveloped Land and Single-Family Dwelling
South: Undeveloped Land
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Commercial Corridor (CC)
East: Agriculture (AG)
South: Agriculture (AG) and Residential Estate (RE)
West: Agriculture (AG) and Residential Estate (RE)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Gateway Corridor. Gateway Corridors are primarily residential and have an average of 0.25 dwelling units per acre on large lots, with some ranch and agricultural uses. Commercial, institutional, community facility, and industrial uses should be minimally intrusive on the landscape and be small in scale and form. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agricultural (AG) to Residential Single-Family (R-1).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-016**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Sutter Estates, LLC., proposes to change the Zoning Designation for 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Single Family (R-1) to Residential Suburban (R-2) for the purpose of establishing a duplex subdivision.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling and school district facilities are also present within proximity of the subject property.

The property is located within the Transition Central District and Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property was originally intended to be a single-family development consisting of 65 lots with an average size of 8,000 square feet. However, due to changes in the market, the property owner wishes to reduce the number of lots to convert the development from single family to duplex. The new approximate lot count could range between 55 to 60 lots with a square footage exceeding the originally proposed 8,000 square feet. The applicant is requesting a zoning reclassification due to the current zoning (R-1) only allowing detached single-family homes. The R-2 zoning would allow the duplex use on each lot. In general, the proposed use would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Residential Single-Family District (R-1) to Residential Suburban (R-2).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 080123
2. Binder 235-2023-016

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 1, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-014	1	Rezone	South Minnesota Avenue	Rolando Garza	To rezone from Agricultural (AG) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-015	4	Rezone	2893 Old Military Road	Joe de la Fuente / Oscar Chavez	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a single-family residence on a 0.33 ac. lot	No verbal or written opposition
235-2023-016	2	Rezone	Robindale Road and Morrison Road	Sutter Estates LLC. / Oscar Chavez	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-017	3	Rezone	2400 Dr. Hugh Emerson Road	Hosanna World Changers Church, Inc.	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-905	1	City Initiated Rezone	Boca Chica Boulevard	City of Brownsville / Vecino Properties, LTD.	To rezone from Residential Suburban (R-2) to Residential Single-Family (R-1). The zoning change will prevent conflicts with established deed restrictions that only allow single-family homes within certain sections of the development.	To be in-line with established deed restrictions of an existing residential subdivision	No verbal or written opposition
235-2023-906	4	City Initiated Rezone	305 West Levee Street	City of Brownsville / Serafy Labs	To rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI)	To allow the expansion of existing Serafy Labs	No verbal or written opposition

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: June 1, 2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: OSCAR A. CHAVEZ, PE/RPLS		
Address / Dirección: 755 LAND O'LAKES DRIVE		
City / Ciudad: BROWNSVILLE	State / Estado: TX	Zip / Código Postal: 78521
Phone Number / Numero Telefónico: (956)-909-6659	Fax:	
E-mail / Correo Electrónico: oachavezm@gmail.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: NE SIDE OF INTERSECTION OF ROBINDALE RD AND MORRISON RD		
Subdivision / Subdivisión: EL JARDIN SUBDN VOL 4, PG 39	Lot / Lote:	Block / Bloque: 148
Property Tax ID / Identificación del impuesto: 74 - 7960 - 1480 - 0200 - 10	Gross Acreage / Superficie en Acres: 23.136	
Location Description / Descripción de la Ubicación: NE SIDE OF INTERSECTION OF ROBINDALE RD AND MORRISON RD		
Current Zoning / Zonificación Actual : R1	Proposed Zoning / Zonificación Propuesta: R2	
Proposed Use / Uso propuesto: DUPLEX	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ■ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ■ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
  ☐ Design Statement / Declaración de Diseño
  ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha:
Oscar A. Chavez, PE/RPLS	6/1/2023

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-016

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale and Morrison Road, Brownsville, Texas 78526.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
E MORRISON RD
N
Case No. 235-2023-016

City of Brownsville Zoning Map

Zoning2021_Revised

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

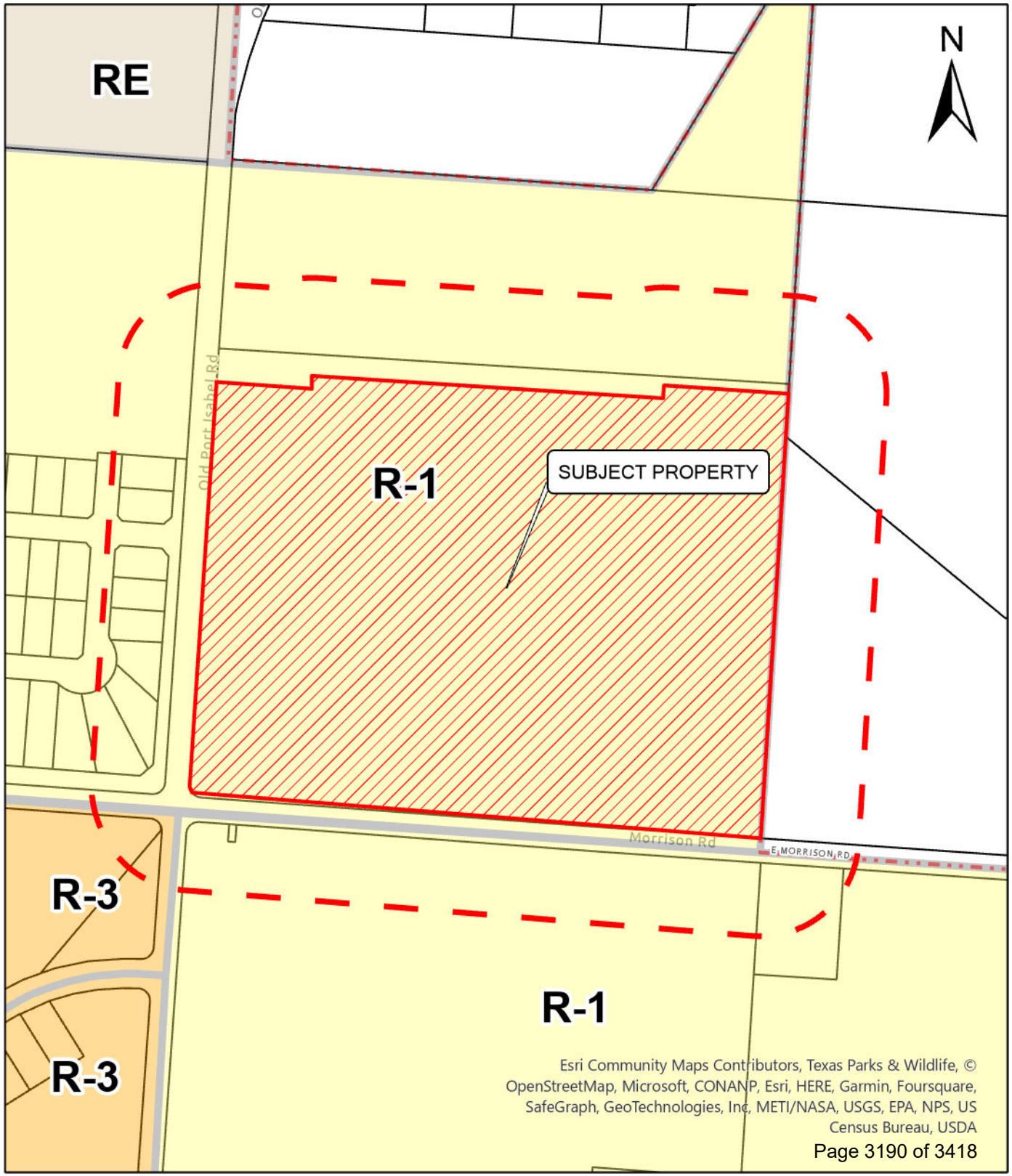
EXHIBIT "A"

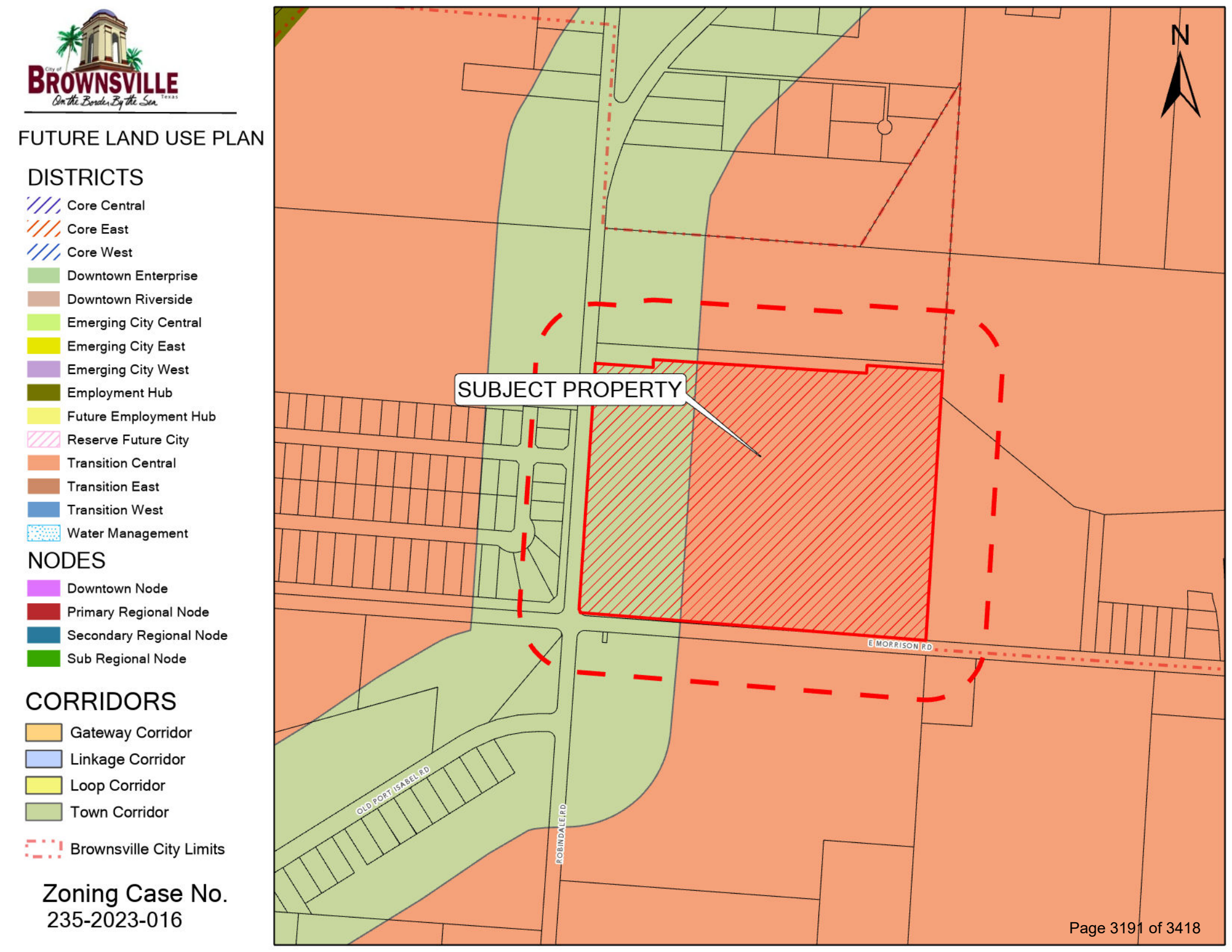
Rezoning request:
Case # 235-2023-016

Current Zoning:
R-1 Residential Single Family

Proposed Zoning:
R-2 Residential Suburban

Brownsville Electoral District #2

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Zoning Case No.
235-2023-016
SUBJECT PROPERTY
E MORRISON RD
OLD PORT ISABEL RD
ROBINDALE RD
N

EL JARDIN SUBDIVISION

SHARE 19/27, 5.531 AC.
OUT OF N 35.19 AC. BLK 146
DOC. NO. 2021-52787

PASEO RESIDENCIAL SUBDIVISION SECTION I
DOC. 14207, 14208, 14209

MJO FINANCE LLC.

EL JARDIN SUBDIVISION SHARE 19/27
BLOCK 147 19.468 AC OUT OF 41.22 AC
DOC. NO. 2022-17416

EL JARDIN SUBDIVISION

SHARE 19/27 20.762 AC.
OUT OF BLOCK 156
(C.C.O.R. VOL. 6776, PG. 215)

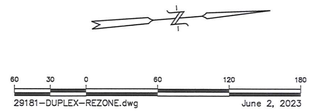
OLD PORT ISABEL ROAD

N 40°05'30" W
21.25'

N 4°49' E 867.71'

S 85°00' E 171.14'

N 4°28' E
12.00'



29181-DUPLEX-REZONE.dwg June 2, 2023

BROWNSVILLE ISD
EL JARDIN SUBDIVISION SHARE 19/27
E 19/27 BLK 155, 5.65 ACRES
DOC. NO. 2019-33414

BROWNSVILLE ISD
EL JARDIN SUBDIVISION SHARE 19/27 22.88 of 22.90 AC.
OF 27.390 AC OUT OF 36.160 AC. OUT OF BLOCK 145
(C.C.O.R. VOL. 6783, PG. 278)

MORRISON ROAD

N 85°00' W 1114.10'

23.136 ACRES

S 85°00' E 782.56'

N 4°28' E
12.24'

S 85°32' E 170.00'

N 85°00' W 145.01'

POINT OF COMMENCING

N 4°28' E
60.00'

POINT OF BEGINNING

S 4°28' W 908.56'

BROWNSVILLE ISD
EL JARDIN SUBDIVISION

SHARE 19/27 E 19/27
NW COR BLK 144 0.860 AC.
(C.C.O.R. VOL. 6172, PG. 287)

BLOCK 149 EL JARDIN SUBDIVISION

SHARE 19/27 7.924 AC.
OF W 1/2 OF S16.170 AC.
DOC. NO. 2020-47686

BLOCK 149 EL JARDIN SUBDIVISION

SHARE 19/27 7.924 AC.
OF W 1/2 OF S16.170 AC.
DOC. NO. 2020-47686

BROWNSVILLE PUBLIC UTILITIES

EL JARDIN SUBDIVISION SHARE 19/27
E 19/27 BLK 154 W 13.600 AC.
DOC NO. 2007-15688

STATE OF TEXAS
REGISTERED
OSCAR A CHAVEZ
5621
PROFESSIONAL
LAND SURVEYOR

Oscar A. Chavez, RPLS
6/2/23

PLAT OF SURVEY

BEING 23.136 ACRES OF LAND MORE OF LESS COMPRISED OF ALL OF BLOCK ONE HUNDRED FOURTY EIGHT (148), EL JARDIN SUBDIVISION, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 39, OF THE CAMERON COUNTY MAP RECORDS, AND SAID 23.136 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION POINT OF THE CENTERLINE OF MORRISON ROAD (40.00 FT. ROW), AND THE COMMON BLOCK LINE OF BLOCKS 148 AND 149, EL JARDIN SUBDIVISION, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, THENCE NORTH 4 DEG. 28 MIN. 00 SEC. WEST, 60.00 FEET TO THE SOUTHEAST CORNER AND PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 85 DEG. 00 MIN. WEST, 1,114.10 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 40 DEG. 05 MIN. 30 SEC. WEST, 21.25 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 4 DEG. 49 MIN. EAST, 867.71 FEET TO A POINT FOR A CORNER OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 85 DEG. 00 MIN. EAST, 171.14 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 4 DEG. 28 MIN. EAST, 12.00 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 85 DEG. 00 MIN. EAST, 782.56 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 4 DEG. 28 MIN. EAST, 12.24 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 85 DEG. 32 MIN. EAST, 170.00 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 4 DEG. 28 MIN. WEST, 908.56 FEET TO THE PLACE OF BEGINNING, CONTAINING 23.136 ACRES OF LAND, MORE OR LESS.

C:\FB Subdivisions\Sutter Estates\29181-DUPLEX-REZONE.dwg Jun 02,2023

DRAWN BY OCTAVIO

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Sutter Estates LLC. / Oscar Chavez
Property Address: Robindale Road and Morrison Road
Application Type: Rezone
Current Zoning: Residential Single Family (R-1)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 17

Geo ID: 74-7960-1480-0100-00
Case No.: 235-2023-016
Proposed Use: Duplex Subdivision
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: July 6, 2023
Electoral District: 2
Annexation Year: 2022
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located at the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Morrison Road, a Secondary Arterial.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Extraterritorial Jurisdiction (ETJ)
East: Undeveloped Land and Extraterritorial Jurisdiction (ETJ)
South: Brownsville Independent School District Facility
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Residential Single-Family (R-1)
East: Extraterritorial Jurisdiction (ETJ)
South: Residential Single-Family (R-1) and Residential Transition (R-3)
West: Residential Single-Family (R-1)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central and Town Corridor. Transition Central recommends an average residential density should be 2 dwelling units per acre and consist primarily of single-family homes. Commercial uses should be neighborhood and service oriented, and industrial uses could include light and medium industry and warehousing. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. Commercial uses should be neighborhood-oriented office and retail, ideally independently owned business, and shops. Town Corridors are highly suitable for adult and child daycare facilities, schools and education and recreation centers. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Single Family (R-1) to Residential Suburban (R-2).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-017**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development on a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owner, Hosanna World Changers Church, Inc., proposes to change the Zoning Designation for a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Estate (RE) to Residential Transition (R-3) for the purpose of establishing a multi-family development.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling, commercial business, and religious assembly are also present within proximity of the subject property.

The property is located within the Employment Hub and the Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an area of 7.62 acres and is currently site to an existing church. The applicant is requesting a zoning reclassification due to the current zoning (RE) only allowing large single-family estates. A development consisting of 3 units, or more, is categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-3) may allow a density of up to 30 dwelling units per acre if all zoning and commercial requirements are met. A development proposal has not yet been submitted to staff to determine the density. Staff finds that the proposed development

compliments the surrounding commercial, residential, and religious assembly uses. In general, the project would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Residential Estate (RE) to Residential Transition (R-3).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 080123
2. Binder 235-2023-017

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 1, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-014	1	Rezone	South Minnesota Avenue	Rolando Garza	To rezone from Agricultural (AG) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-015	4	Rezone	2893 Old Military Road	Joe de la Fuente / Oscar Chavez	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a single-family residence on a 0.33 ac. lot	No verbal or written opposition
235-2023-016	2	Rezone	Robindale Road and Morrison Road	Sutter Estates LLC. / Oscar Chavez	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-017	3	Rezone	2400 Dr. Hugh Emerson Road	Hosanna World Changers Church, Inc.	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-905	1	City Initiated Rezone	Boca Chica Boulevard	City of Brownsville / Vecino Properties, LTD.	To rezone from Residential Suburban (R-2) to Residential Single-Family (R-1). The zoning change will prevent conflicts with established deed restrictions that only allow single-family homes within certain sections of the development.	To be in-line with established deed restrictions of an existing residential subdivision	No verbal or written opposition
235-2023-906	4	City Initiated Rezone	305 West Levee Street	City of Brownsville / Serafy Labs	To rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI)	To allow the expansion of existing Serafy Labs	No verbal or written opposition

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 5/31/2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Paco Aldape		
Address / Dirección: 1825 CLeveland St., Brownsville, Texas 78521		
City / Ciudad: Brownsville	State / Estado: Tx.	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: (956) 897-5664	Fax:	
E-mail / Correo Electrónico: Paco.pavementdevelopment@outlook.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 2400 El Jardin Subdivision		
Subdivision / Subdivisión: El jardin Subdivision Share 19/27	Lot / Lote:	Block / Bloque: 180
Property Tax ID / Identificación del impuesto: 74 - 7960 - 1800 - 0100 - 00	Gross Acreage / Superficie en Acres: 7.2	
Location Description / Descripción de la Ubicación: corner of Robindale and El Jardin Heights rd.		
Current Zoning / Zonificación Actual : RE	Proposed Zoning / Zonificación Propuesta: R3	
Proposed Use / Uso propuesto: Apartments	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ■ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ■ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

■ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 5/31/2023

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-017

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526.

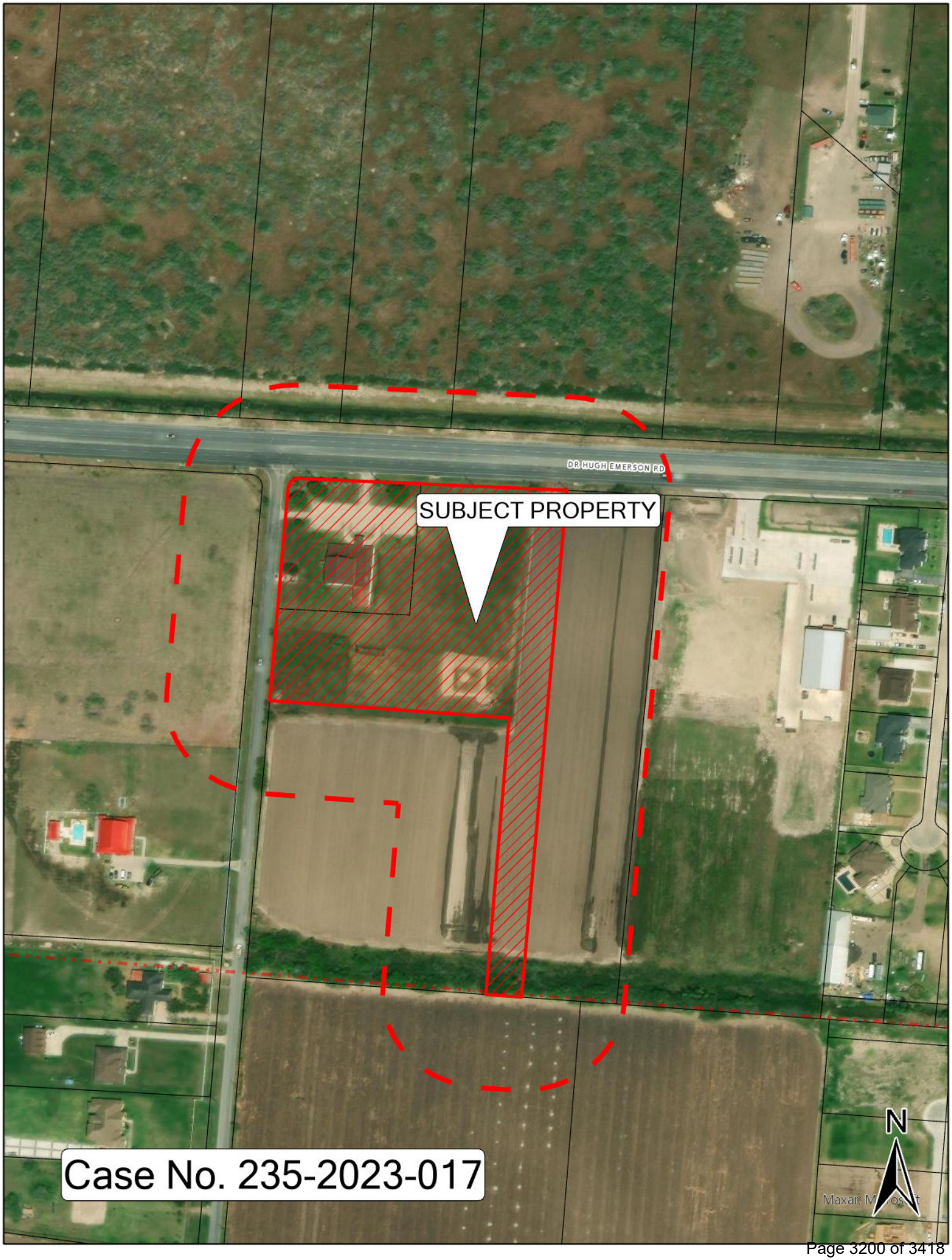
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


DR HUGH EMERSON RD
SUBJECT PROPERTY
N
Case No. 235-2023-017

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

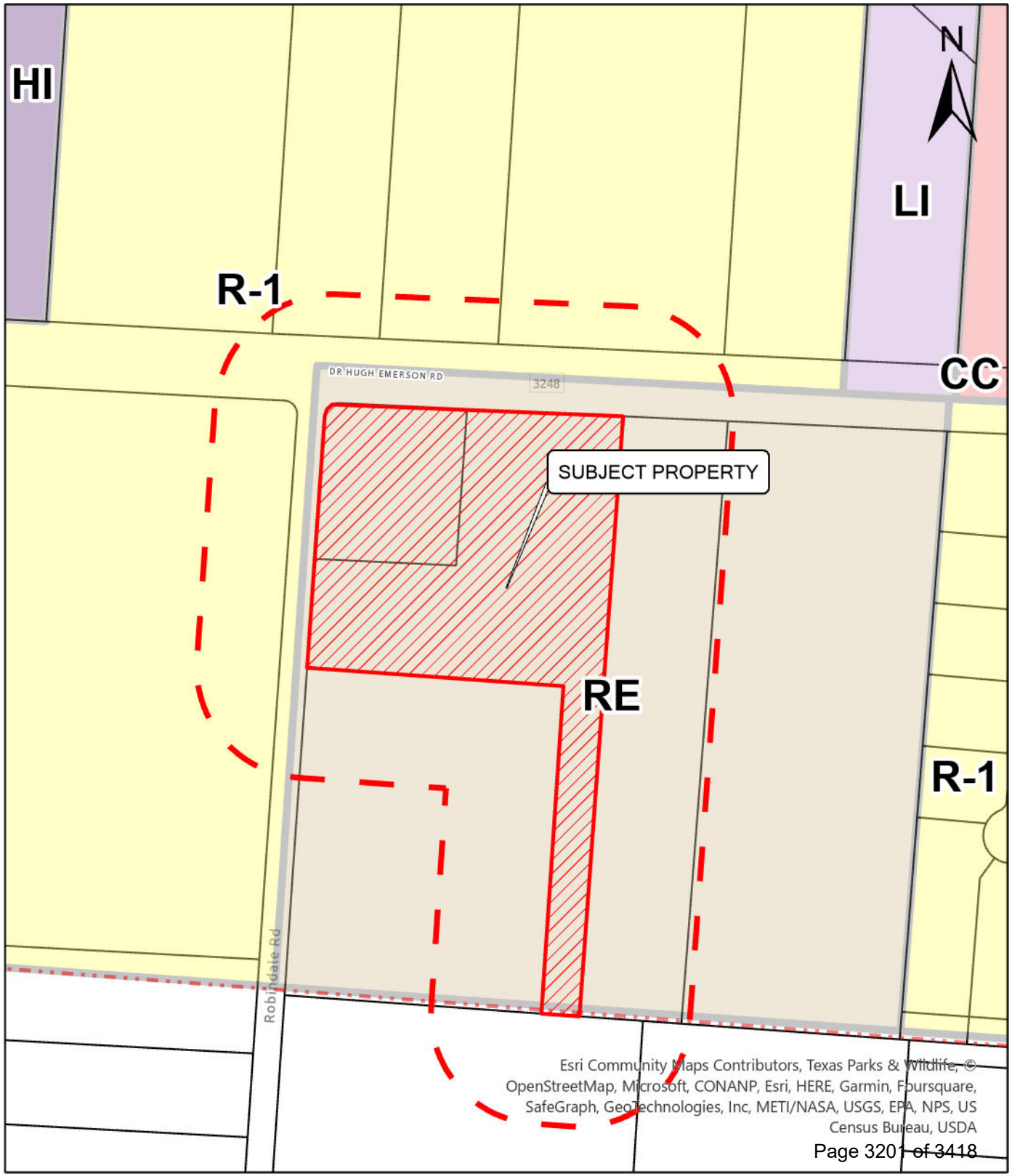
EXHIBIT "A"

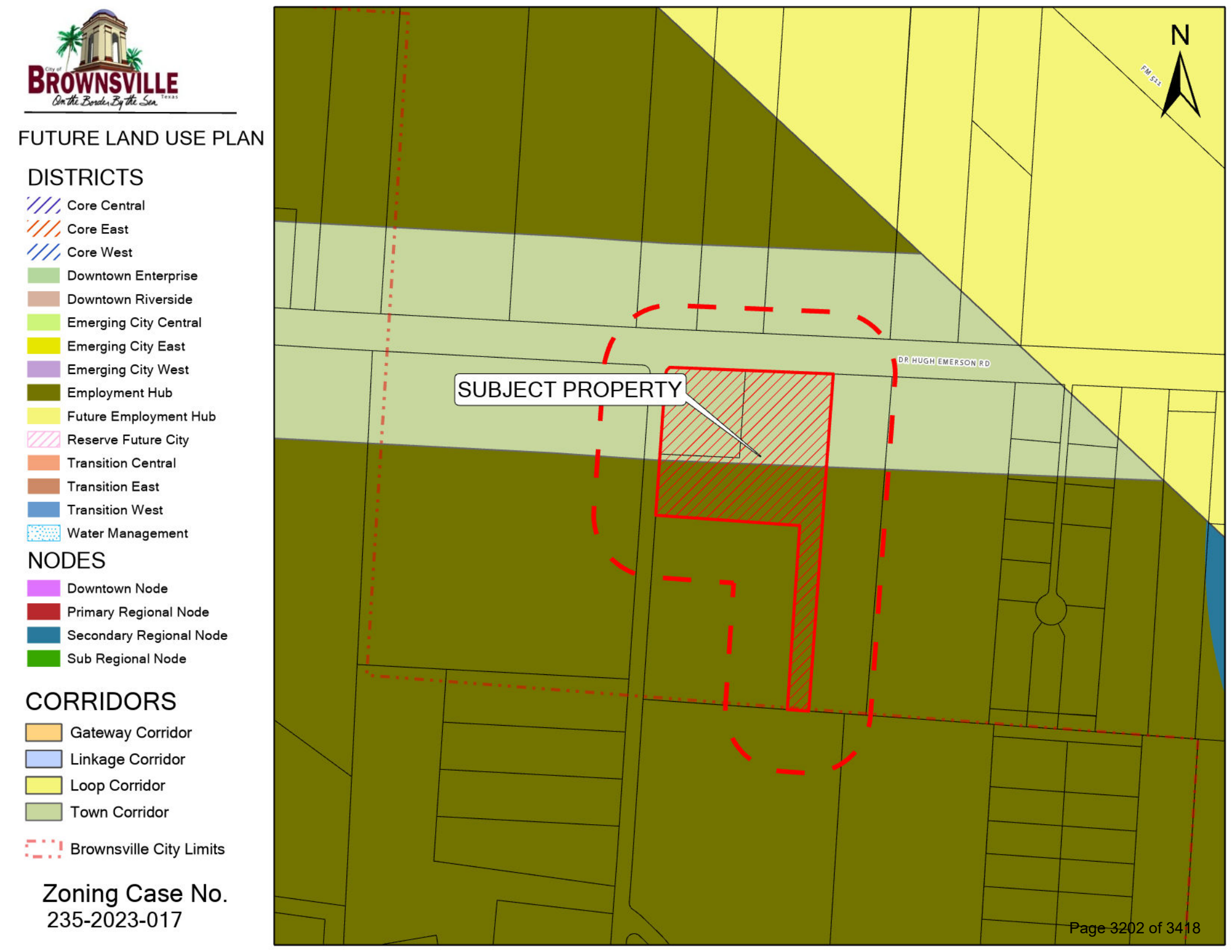
Rezoning request:
Case # 235-2023-017

Current Zoning:
RE, Residential Estate

Proposed Zoning:
R-3 Residential Transition

Brownsville Electoral District #3




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-017
SUBJECT PROPERTY
DR HUGH EMERSON RD
FM 511
N

IVAN ROBLES
6.42 AC. TR.,
PAREDES PARTITION
(VOL. 22961, PG. 222, C.C.O.R.Tx)

IVAN ROBLES
6.42 AC. TR.,
PAREDES PARTITION
(VOL. 22961, PG. 222, C.C.O.R.Tx)

MARIA ELENA DEL RIO
9.95 AC. TR.,
UNSUBDIVIDED
(VOL. 20876, PG. 175, C.C.O.R.Tx)

℄ EL JARDIN HEIGHTS RD.
(F.M. 3248)

EDGE OF PAVEMENT

60.0

40.5

P

S 86°26'00" E

OVERHEAD POWER LINE

491.24'

POWER POLE

POWER POLE

SET 1/2" IRON ROD

N 48°50'00" E
70.33

FOUND 1/2" IRON ROD

25 FT. BUILDING SETBACK LINE

25 FT. BUILDING SETBACK LINE

FOUND 1/2" IRON ROD

12.1

℄ ROBINDALE RD.

EDGE OF PAVEMENT

513.92'

10 FT. BUILDING SETBACK LINE

N 04°49'00" E

7.97 ACRES

1
347,260 sq. ft.
7.97 acres

5.5 FT. BUILDING SETBACK LINE

841.14'

180

K

C

O

L

B

GUADALUPE OCHOA
21.06 AC. TR., BLOCK 181,
EL JARDIN SUBDIVISION
(VOL. 22391, PG. 7, C.C.O.R.Tx)

13.5

20.0

N 85°00'00"W

464.00'

FOUND 1/2" IRON ROD

E & H DEVELOPMENT LLC
6.00 AC. TR., BLOCK 180,
EL JARDIN SUBDIVISION
(VOL. 18841, PG. 117, C.C.O.R.Tx)

PABLO FIGUEROA
4.33 AC. TR., BLOCK 180,
EL JARDIN SUBDIVISION
(VOL. 24144, PG. 98, C.C.O.R.Tx)

P.O.B.

N 04°49'00" E

540.00'

P.O.C.

N 04°49'00" E
540.00'

S 04°49'00" W

540.00'

N 04°49'00" E

N 85°00'00"W
76.00'

SCALE: 1"=50'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD

THIS TRACT LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOODING), AS PER THE F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 48061C0580F, EFFECTIVE FEB. 16, 2018.

BEARINGS AND DISTANCE USED ON THIS SURVEY ARE BASED ON THE RECORDED PLAT OF EL JARDIN SUBDIVISION, AS RECORDED, IN VOL. 4, PG. 39 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

" The undersigned hereby certifies that this survey, as described hereon, was made on the ground on __5/23/2023__ , that the only improvements on the ground are as shown; that there are no visible encroachments, visible overlapings, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Engineers and Land Surveyors.

STATE OF TEXAS
REGISTERED
E. R. GONZALEZ, JR.
3732
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY

BEING 7.97 ACRE TRACT OF LAND OUT OF BLOCK 180, EL JARDIN SUBDIVISION SHARE 19/27, ESPIRITU SANTO GRANT, CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED IN VOLUME 4, PAGE 39 , MAP RECORDS, OF CAMERON COUNTY, TEXAS.

FOR: FIRST ASSEMBLY
2400 EL JARDIN ROAD
BROWNSVILLE, TEXAS, 78526

G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION No. 1
TEXAS SURVEYING FIRM REG. No. 10044700

Proj. No: 3858-G-001-000

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Paco Aldape/First Assembly of God
Property Address: 2400 Dr. Hugh Emerson Road
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 12

Geo ID: 74-7960-1800-0200-00
Case No.: 235-2023-017
Proposed Use: Multi-Family Development
Proposed Zoning: Residential Transition (R-3)
P&Z Date: July 6, 2023
Electoral District: 3
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 7.62-acre tract out of Block 180, El Jardin Subdivision, Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, Located at 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Dr. Hugh Emerson Road, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Commercial Business
East: Undeveloped Land, Single Family Dwelling, Religious Assembly, and Commercial Business
South: Undeveloped Land and Extraterritorial Jurisdiction (ETJ)
West: Undeveloped Land, Single Family Dwelling, and Extraterritorial Jurisdiction

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1), Commercial Corridor (CC), Light Industrial (LI), and Heavy Industrial (HI)
East: Residential Estate (RE) and Residential Single Family (R-1)
South: Residential Estate (RE) and Extraterritorial Jurisdiction (ETJ)
West: Residential Estate (RE), Residential Single-Family (R-1), and Extraterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor and the Employment Hub. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. Land uses in the Employment Hub are half industrial with a healthy mixture of all other land uses. Residential uses should be primarily single-family, duplex and triplex with an average density of 4 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Estate (RE) to Residential Transition (R-3).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-905**, to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) to allow a single-family subdivision for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
This is a City Initiated Case to change the zoning designation for Sections 1 to 6 of El Naranjal Subdivision, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521. The proposed zoning reclassification will amend the Zoning Map from Residential Suburban (R-2) to Residential Single-Family (R-1).

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, duplex, and commercial business are also present within the vicinity.

The property is located within the Town Corridor, Loop Corridor, Secondary Regional District, and Water Management District. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
As mentioned, the area being rezoned is comprised of 6 phases within El Naranjal Subdivision. It is important to point out that these phases are existing residential single-family subdivisions that were zoned single-family prior to the adoption of the Unified Development Code (UDC-December of 2020). With the adoption of the current code, this area was rezoned to Residential Suburban (R-2) due to an increased creation of lots that would be intended for duplex use. This change would proactively eliminate the need for developers to rezone properties on a case-by-case basis. However, the permissibility of duplex structures began conflicting with deed restrictions established by the developer, primarily for the subject subdivision phases. The mentioned deed restrictions only allow detached single-family homes on lots within phases 1 to

6. For this reason, the subdivision developer proposed to downzone the area back to R-1 so that the zoning would match the deed restrictions that are currently in place.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Residential Suburban (R-2) to Residential Single-Family (R-1).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 080123
2. Binder 235-2023-905

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 1, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-014	1	Rezone	South Minnesota Avenue	Rolando Garza	To rezone from Agricultural (AG) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-015	4	Rezone	2893 Old Military Road	Joe de la Fuente / Oscar Chavez	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a single-family residence on a 0.33 ac. lot	No verbal or written opposition
235-2023-016	2	Rezone	Robindale Road and Morrison Road	Sutter Estates LLC. / Oscar Chavez	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-017	3	Rezone	2400 Dr. Hugh Emerson Road	Hosanna World Changers Church, Inc.	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-905	1	City Initiated Rezone	Boca Chica Boulevard	City of Brownsville / Vecino Properties, LTD.	To rezone from Residential Suburban (R-2) to Residential Single-Family (R-1). The zoning change will prevent conflicts with established deed restrictions that only allow single-family homes within certain sections of the development.	To be in-line with established deed restrictions of an existing residential subdivision	No verbal or written opposition
235-2023-906	4	City Initiated Rezone	305 West Levee Street	City of Brownsville / Serafy Labs	To rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI)	To allow the expansion of existing Serafy Labs	No verbal or written opposition

ORDINANCE NUMBER 235-2023-905

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521.

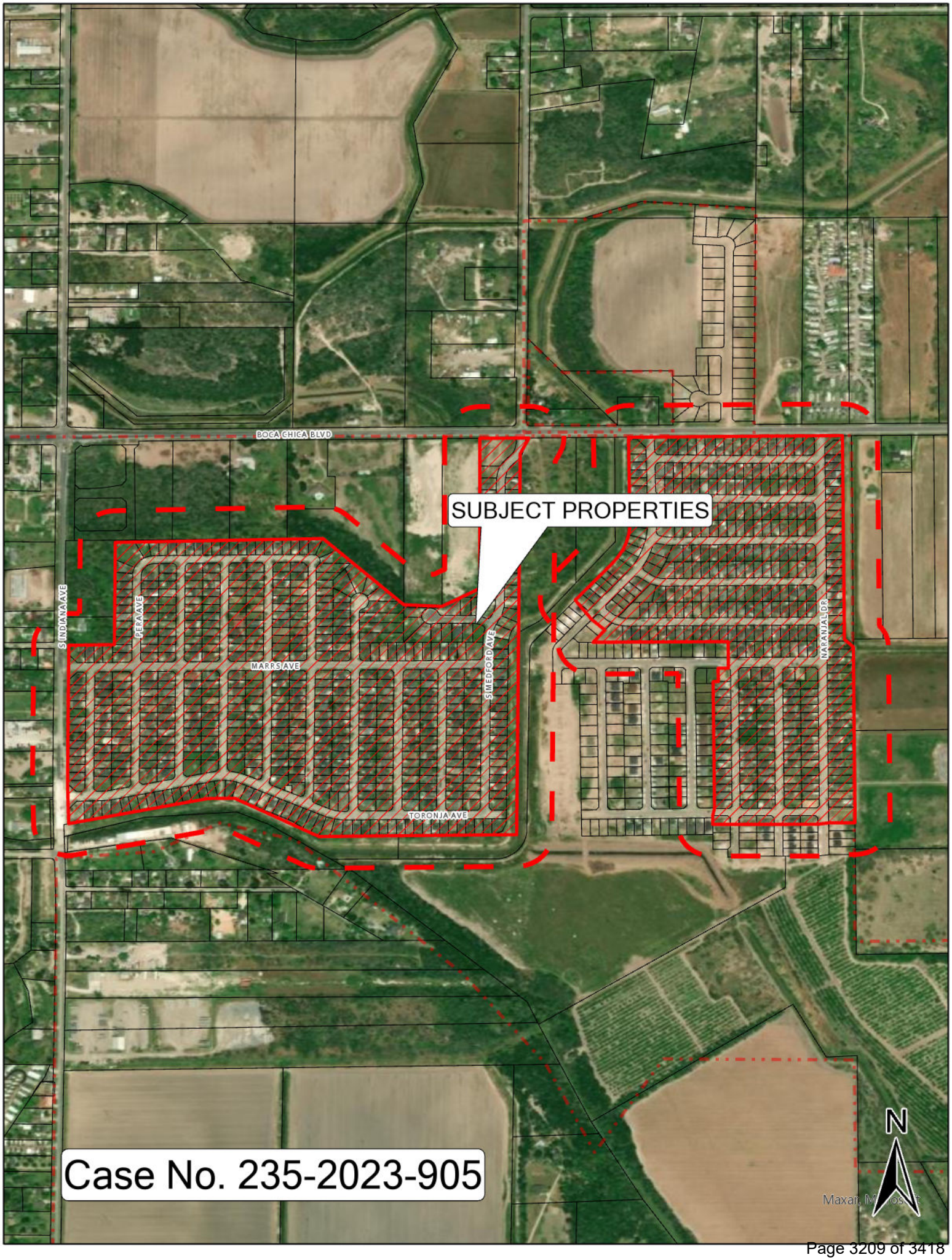
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


BOCA CHICA BLVD
SUBJECT PROPERTIES
S INDIANA AVE
PERA AVE
MARRS AVE
S MEDFORD AVE
NARANJAL DR
TORONJA AVE
N
Case No. 235-2023-905

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

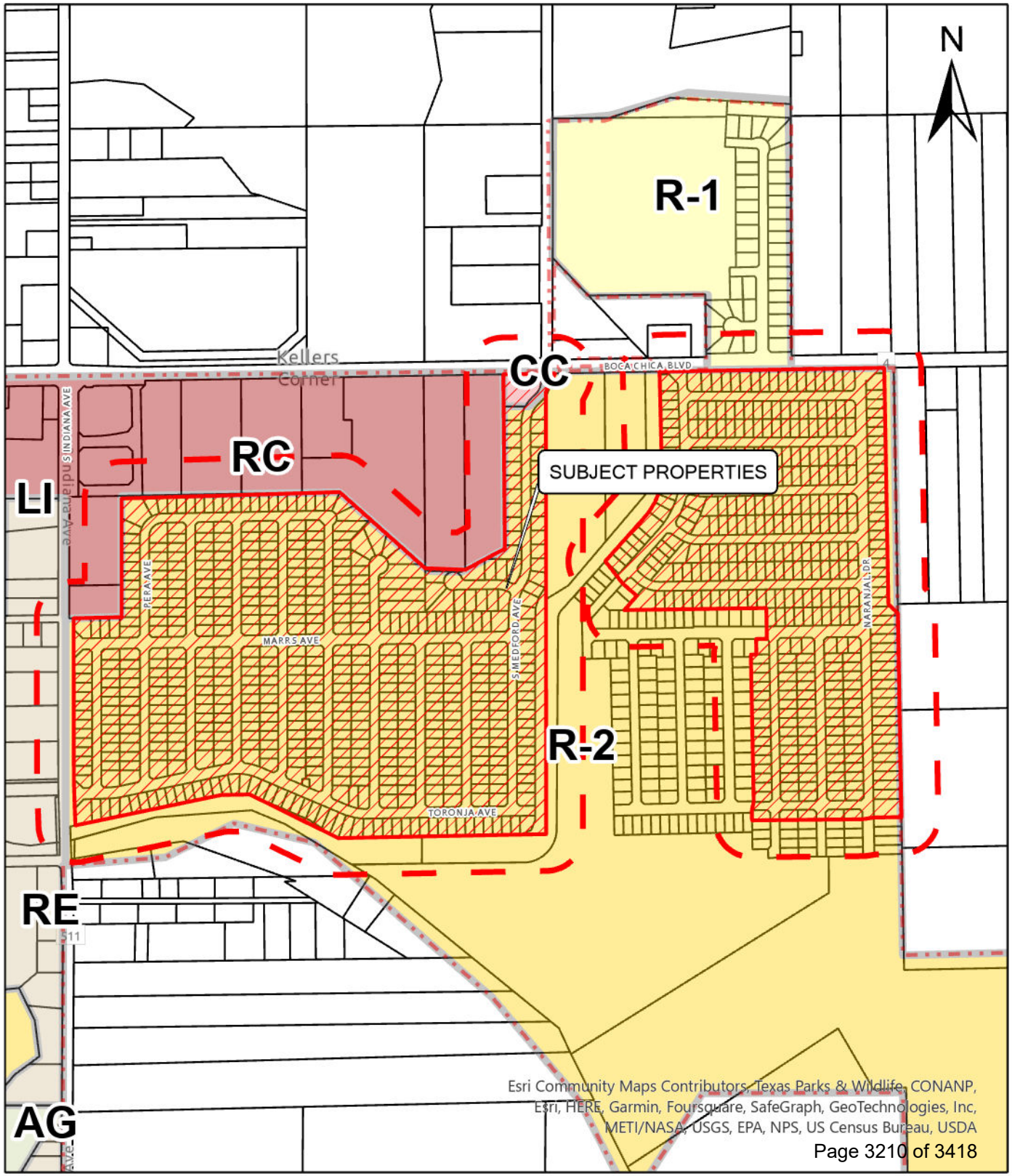
EXHIBIT "A"

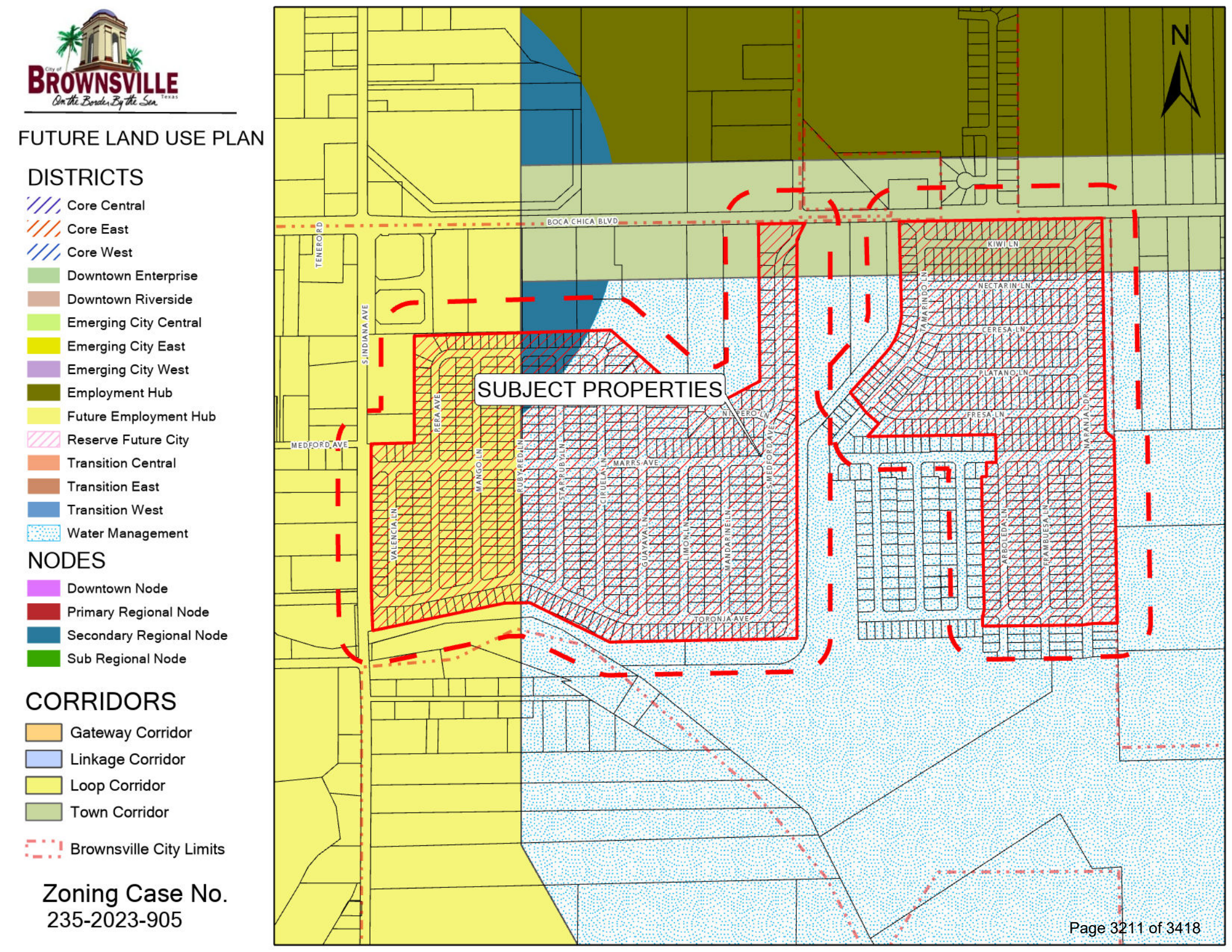
Rezoning request:
Case # 235-2023-905

Current Zoning:
R-2, Residential Suburban

Proposed Zoning:
R-1 Residential Single Family

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-905
SUBJECT PROPERTIES
N
BOCA CHICA BLVD
TENERO RD
S INDIANA AVE
MEDFORD AVE
PERA AVE
MANGO LN
RUBY RED LN
STAR RUBY LN
CIRUELA LN
MARRS AVE
GUAYAVA LN
IMON LN
MANDARINE LN
S MEDFORD AVE
TORONJA AVE
VALENCIA LN
KIWI LN
NECTARIN LN
CERESA LN
PLATANO LN
FRESA LN
NARANJA DR
TAMARINDO LN
ARBOLEDA LN
TRAMBUESA LN
Page 3211 of 3418

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: City Initiated/Vecino Properties, LTD.
Property Address: Boca Chica Boulevard
Application Type: City Initiated Rezone
Current Zoning: Residential Suburban (R-2)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 1,074

Geo ID: Various-El Naranjal Subdivision Sections 1-6
Case No.: 235-2023-905
Proposed Use: Existing Single-Family Dwelling Subdivision
Proposed Zoning: Residential Single- Family (R-1)
P&Z Date: July 6, 2023
Electoral District: 1
Annexation Year: 1997
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting Boca Chica Boulevard, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Commercial Business
East: Undeveloped Land and Single-Family Dwelling
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land, Single-Family Dwelling, and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1), Commercial Corridor (CC), Regional Center (RC), and Exterritorial Jurisdiction (ETJ)
East: Exterritorial Jurisdiction (ETJ)
South: Residential Suburban (R-2) and Exterritorial Jurisdiction (ETJ)
West: Agriculture (AG), Residential Estate (RE), Regional Center (RC), and Exterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor, Loop Corridor, Secondary Regional District, and Water Management District. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. The Loop Corridor is commercially dominant, with a healthy mixture of residential, institutional, industrial and community facilities. In Sub Regional Nodes residential and commercial land uses are balanced with a density of 9 dwelling units per acre. Uses within the Water Management District should be primarily community facilities. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Suburban (R-2) to Residential Single-Family (R-1).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-906**, to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) to allow the expansion of an existing laboratory facility on Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
This is a City Initiated Case to change the zoning designation for Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520. The proposed zoning reclassification will amend the Zoning Map from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI).

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as commercial business, are also present within the vicinity.

The property is located within the Downtown Node. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The lots comprising the area that is to be rezoned is undeveloped in its majority, Lots 10 to 12; however, Lots 1 and 2 harbor an employee parking lot for the laboratory facility. This request to rezone was petitioned by the property owner to re-establish the parcel's pre-UDC zoning, a Light Industrial designation. Staff would like to point out that the area was downzoned to Traditional Neighborhood districts during the adoption of the UDC based on the existing uses within the area, single family homes and some light commercial business. The proposed use for the land being rezoned is the expansion of freight operations servicing the existing laboratory facility.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 080123
2. Binder 235-2023-906

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 1, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-014	1	Rezone	South Minnesota Avenue	Rolando Garza	To rezone from Agricultural (AG) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-015	4	Rezone	2893 Old Military Road	Joe de la Fuente / Oscar Chavez	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a single-family residence on a 0.33 ac. lot	No verbal or written opposition
235-2023-016	2	Rezone	Robindale Road and Morrison Road	Sutter Estates LLC. / Oscar Chavez	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition
235-2023-017	3	Rezone	2400 Dr. Hugh Emerson Road	Hosanna World Changers Church, Inc.	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-905	1	City Initiated Rezone	Boca Chica Boulevard	City of Brownsville / Vecino Properties, LTD.	To rezone from Residential Suburban (R-2) to Residential Single-Family (R-1). The zoning change will prevent conflicts with established deed restrictions that only allow single-family homes within certain sections of the development.	To be in-line with established deed restrictions of an existing residential subdivision	No verbal or written opposition
235-2023-906	4	City Initiated Rezone	305 West Levee Street	City of Brownsville / Serafy Labs	To rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI)	To allow the expansion of existing Serafy Labs	No verbal or written opposition

ORDINANCE NUMBER 235-2023-906

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) for Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520.

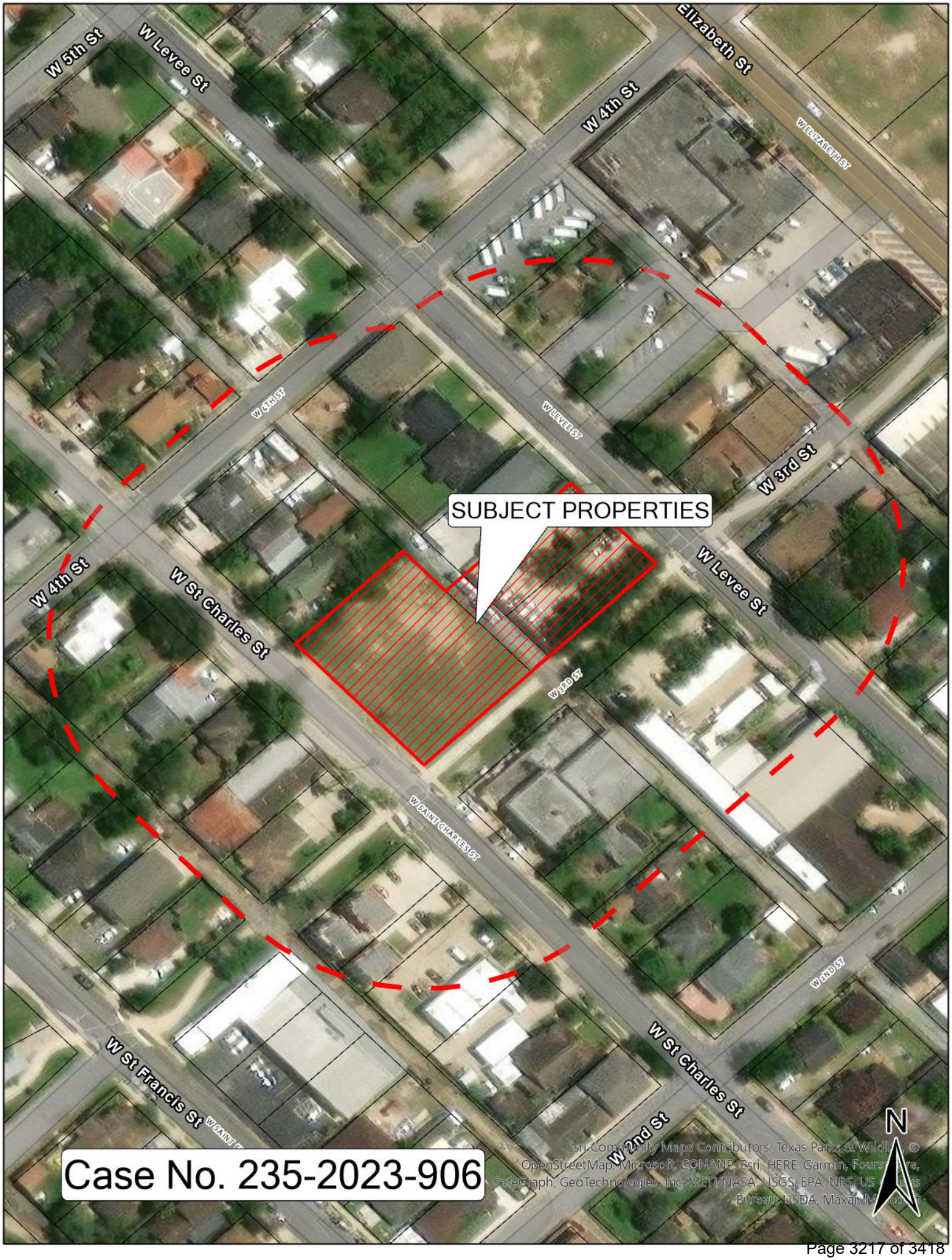
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary



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City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

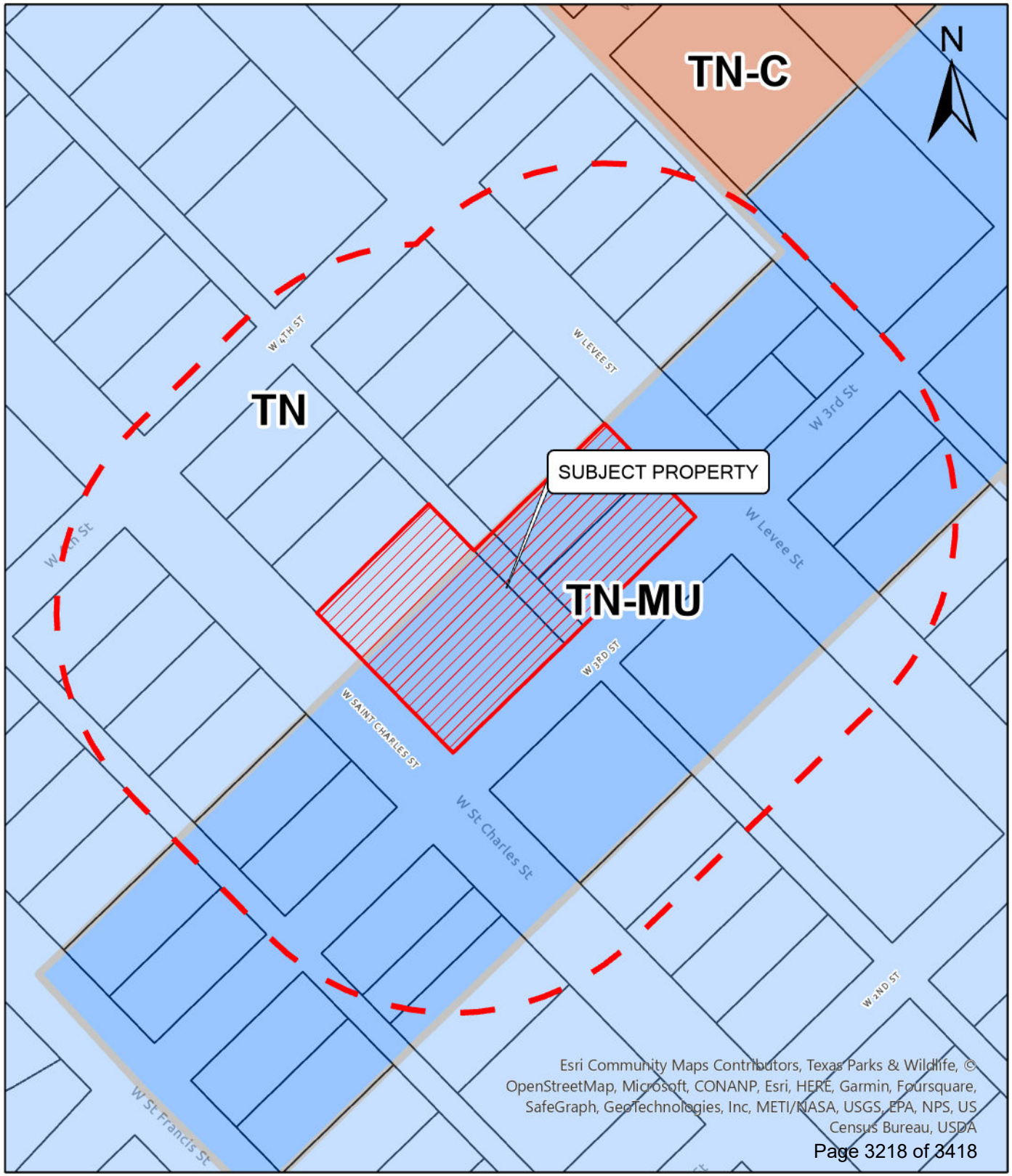
EXHIBIT "A"

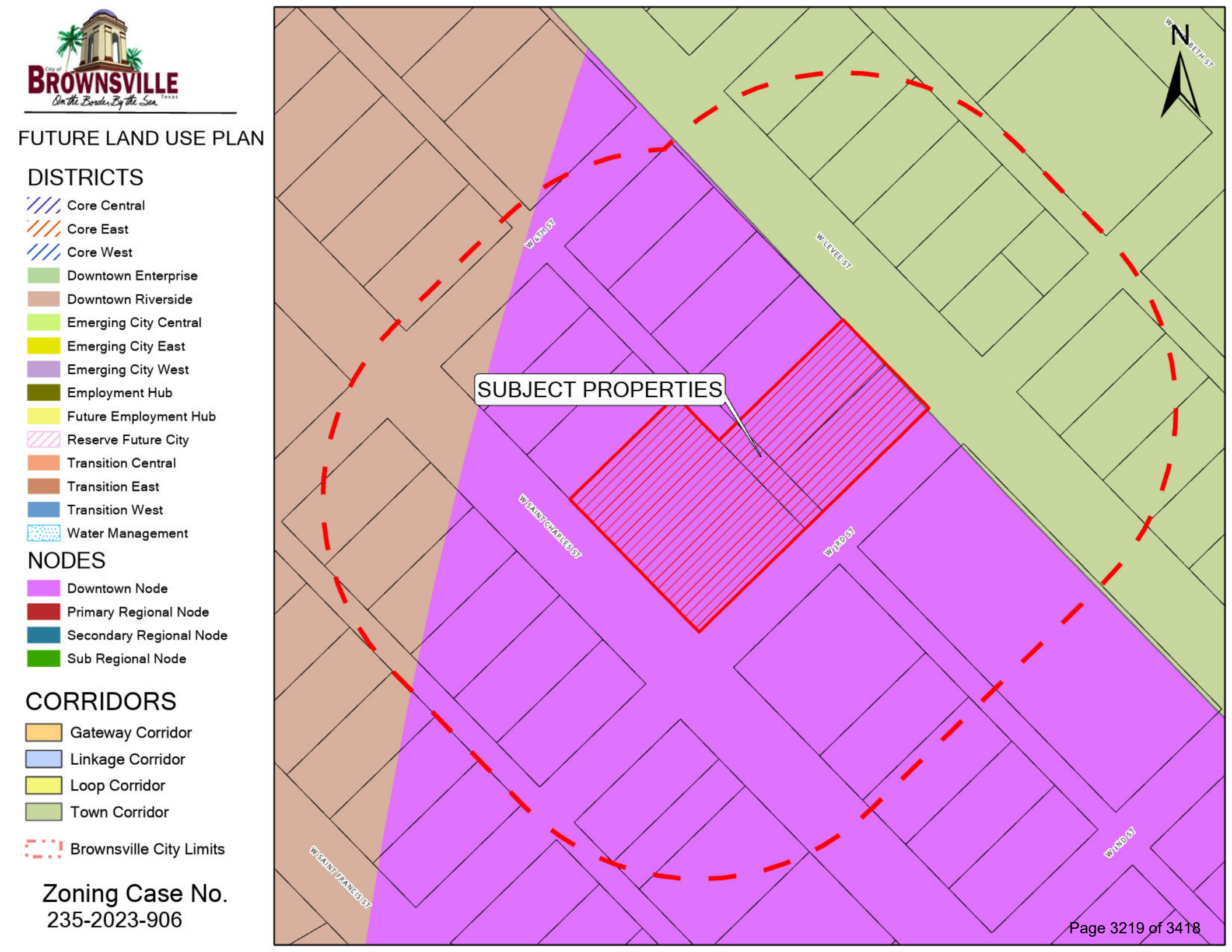
Rezoning request:
Case # 235-2023-906

Current Zoning:
TN, Traditional Neighborhood
TN-MU, Traditional Neighborhood Mixed Use

Proposed Zoning:
LI, Light Industrial

Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-906
SUBJECT PROPERTIES
W 4TH ST
W LEVEE ST
W SAINT CHARLES ST
W 3RD ST
W SAINT FRANCIS ST
W 2ND ST
N

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: City Initiated/Serafy Labs
Property Address: 305 West Levee Street
Application Type: City Initiated Rezone
Current Zoning: TN & TN-MU
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): Historic Preservation (O-11)
No. of Mail-outs: 43

Geo ID: 06-8190-0710-0100-00/ Various
Case No.: 235-2023-906
Proposed Use: Expansion of Laboratory Facility (Freight)
Proposed Zoning: Light Industrial (LI)
P&Z Date: July 6, 2023
Electoral District: 4
Annexation Year: Pre – 1930
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting West Levee Street, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Single-Family Dwelling and Commercial Business
East: Single-Family Dwelling and Commercial Business
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Traditional Neighborhood (TN), Traditional Neighborhood Corridor (TN-C), and Traditional Neighborhood Mixed-Use (TN-MU)
East: Traditional Neighborhood (TN) and Traditional Neighborhood Mixed Use (TN-MU)
South: Traditional Neighborhood (TN) and Traditional Neighborhood Mixed Use (TN-MU)
West: Traditional Neighborhood (TN)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Downtown Node. Commercial land uses are the most dominant in the Downtown Node and residential, community facilities, and institutional uses are also present. No industrial land uses should be allowed. The average density of residential uses should be 21 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff remains neutral and will follow recommendations made by the City Commission regarding the request to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Omar Ochoa, Building Official
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1723**, to amend the Code of Ordinances, by repealing and replacing, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
Amendment to the City of Brownsville Code of Ordinances to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties. At this time, the Building & Standards Commission is composed of five (5) regular and two (2) alternate board members.

Project Scope and Analysis:

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval of Ordinance Number 2023-1723, Amending the City of Brownsville Code of Ordinances, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a).

Commission Pillar:
Building & Standards

Attachments:
1. Binder Ord. No. 2023-1723
2. BSC text amendment

ORDINANCE NO. 2023-1723

AN ORDINANCE OF THE BROWNSVILLE CITY COMMISSION, AMENDING THE CODE OF ORDINANCES, BY REPEALING AND REPLACING, ARTICLE V. – UNSAFE, DILAPIDATED BUILDINGS AND STRUCTURES; DIVISION 2 – BUILDING AND STANDARDS COMMISSION; SECTION 18-238 – APPOINTMENT AND TERM; SUBSECTION (a), TO ESTABLISH THAT THE BUILDING AND STANDARDS COMMISSION SHALL BE COMPOSED OF SEVEN (7) REGULAR BOARD MEMBERS AND FOUR (4) ALTERNATE BOARD MEMBERS, ALL WITH THE SAME POWERS AND DUTIES; AND DEALING WITH RELATED MATTERS.

WHEREAS, the Building and Standards Commission is a quasi-judicial board that hears cases concerning alleged violations of the International Property Maintenance Code and City adopted Codes and Ordinances regarding Chapter 18 – Building and Building Regulations; and

WHEREAS, this amendment will require said Commission to be composed of seven (7) Regular Members and four (4) Alternate Board Members; and

WHEREAS, this amendment will establish the same powers and duties to Alternate Members as those assigned to Regular Members; and

WHEREAS, each Regular and Alternate Board Member shall be appointed by the City Commission, and shall serve a two (2) year term and without compensation; and

WHEREAS, the regulations within the adopted document will govern over any and all conflicting regulations and ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE THAT THE CODE OF ORDINANCES IS HEREBY AMENDED, BY REPEALING AND REPLACING, ARTICLE V. – UNSAFE, DILAPIDATED BUILDINGS AND STRUCTURES; DIVISION 2 – BUILDING AND STANDARDS COMMISSION; SECTION 18-238 – APPOINTMENT AND TERM; SUBSECTION (a), TO ESTABLISH THAT THE BUILDING AND STANDARDS COMMISSION SHALL BE COMPOSED OF SEVEN (7) REGULAR BOARD MEMBERS AND FOUR (4) ALTERNATE BOARD MEMBERS, ALL WITH THE SAME POWERS AND DUTIES.

IT IS ORDAINED BY THE CITY OF BROWNSVILLE THAT IN THE EVENT OF ANY CONFLICTS BETWEEN THIS NEWLY ADOPTED AMENDMENT AND OTHER ORDINANCES INVOLVING THE SAME SUBJECT MATTER, THIS DOCUMENT SHALL GOVERN.

IT IS FURTHER ORDAINED THAT THE CODE OF ORDINANCES AS HEREIN AMENDED READS AS FOLLOWS:

PART I. That Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), is hereby repealed and replaced, to read as follows:

(a) Upon nomination, the members of the Building and Standards Commission shall be appointed by the City Commission. The Building and Standards Commission shall be composed of seven (7) regular members and four (4) alternate members who shall serve in the absence or resignation of any of the seven (7) regular members of the Building and Standards Commission. All alternate members shall have the same powers and duties as those assigned to regular members. Once appointed, the members may be removed only for cause upon a written charge.

INTRODUCED for First Reading on the 1st day of August 2023. **PASSED** on **SECOND** and **FINAL READING** on the 15th day of August 2023.

_____
John Cowen Jr., Mayor
City of Brownsville, Texas

Attest:

_____
Yolanda Galarza-Gomez, City Secretary

Approved as to form and legality:

_____
Guillermo S. Trevino, City Attorney

Secs. 18-208—18-235. - Reserved.

Subsection (a) being amended

Sec. 18-238. - Appointment and term.

(a) Upon nomination, the members of the building and standards commission shall be appointed by the city commission. The building and standards commission shall be composed of five members and two alternates who shall serve in the absence or resignation of any of the five members of the building and standards commission. Once appointed, the members may be removed only for cause upon a written charge.

(b) All members and alternates shall serve two-year staggered terms.

(Ord. No. 90-1212, § 2(9-300(C)), 5-1-1990; Ord. No. 2008-1485, § 1, 5-20-2008)

City Commission

AUGUST 1, 2023 MEETING

Ordinance Number 2023-1723

- Amendment of Article V. - Unsafe, Dilapidated Buildings and Structures
  - Division 2 – Building and Standards Commission
    - Section 18-238 – Appointment and Term
      - Subsection (a)

To establish Building & Standards Commission board composition

- Seven (7) Regular Board Members
- Four (4) Alternate Board Members

Current Board Composition

DIVISION 2. - BUILDING AND STANDARDS COMMISSION[3]

Footnotes:
--- (3) ---
Cross reference— *Boards, committees, commissions, § 2-311 et seq.*

Sec. 18-236. - Created.

The city commission creates a building and standards commission as a commission of record as provided for by state laws for quasijudicial municipal bodies.

(Ord. No. 90-1212, § 2(9-300(A)), 5-1-1990; Ord. No. 2008-1485, § 1, 5-20-2008)

Sec. 18-237. - Nomination.

Outside of the city commission, the board of adjustment, the planning and zoning commission, and the heritage council each shall nominate one of its members to serve on the building and standards commission; however, these nominations shall serve only as nonbinding recommendations.

(Ord. No. 90-1212, § 2(9-300(B)), 5-1-1990; Ord. No. 2008-1485, § 1, 5-20-2008)

Sec. 18-238. - Appointment and term.

(a) Upon nomination, the members of the building and standards commission shall be appointed by the city commission. The building and standards commission shall be composed of five members and two alternates who shall serve in the absence or resignation of any of the five members of the building and standards commission. Once appointed, the members may be removed only for cause upon a written charge.

(b) All members and alternates shall serve two-year staggered terms.

(Ord. No. 90-1212, § 2(9-300(C)), 5-1-1990; Ord. No. 2008-1485, § 1, 5-20-2008)

Proposed Amendment

(a) Upon nomination, the members of the Building and Standards Commission shall be appointed by the City Commission. The Building and Standards Commission shall be composed of seven (7) regular members and four (4) alternate members who shall serve in the absence or resignation of any of the seven (7) regular members of the Building and Standards Commission. All alternate members shall have the same powers and duties as those assigned to regular members. Once appointed, the members may be removed only for cause upon a written charge.

Staff Recommendation

- Staff recommends approval of Ordinance Number 2023-1723, Amending Article V. – Unsafe, Dilapidated Buildings and Structures; Division 2 – Building and Standards Commission; Section 18-238 – Appointment and Term, Subsection (a).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Roberto Baez, Change & Strategy Manager
Date:	Tuesday, August 1, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-736-Q**, an Ordinance of the City Commission of the City of Brownsville Repealing and Replacing Chapter 98 – Traffic and Vehicles, in its entirety, of the City of Brownsville's Code of Ordinances; and providing for a penalty clause not to exceed $500; and providing for an effective date. (City Managers Office)

Summary:
The intent is to repeal and update the current ordinance to reflect new operations, future opportunities and state laws that govern not only our Motor Vehicle Parking System Fund, parking stations but all related matters such as,, citation fees, fund usage, downtown signage.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adopting the first reading of the ordinance.

Commission Pillar:
Infrastructure and Quality of Life

Attachments:
1. Chapter_98___TRAFFIC_AND_VEHICLES_08_01_2023 CC Meeting (JMA final draft 07.28.2023)

ORDINANCE NO. 2023-736-Q

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, REPEALING AND REPLACING CHAPTER 98 – TRAFFIC AND VEHICLES, IN ITS ENTIRETY, OF THE CITY OF BROWNSVILLE'S CODE OF ORDINANCES, PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED $500; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville's previous parking meters have become obsolete, and therefore, the City invested in new parking pay stations which permit different payment methods such as credit cards, bills, and coins; and

WHEREAS, the new parking pay stations allow downtown patrons access to the parking pay stations through an application on their mobile devices making paying more accessible; and

WHEREAS, the City Commission of the City of Brownsville recognizes this ordinance is necessary because it allows for growth and aligned funding of (a) events, (b) personnel, and (c) maintenance, operations, beautification, and revitalization, all within the downtown district.

WHEREAS, the City Commission of the City of Brownsville has considered the merits of establishing such changes and believes they will benefit the downtown area and City as a whole; and

WHEREAS, the City Commission of the City of Brownsville has determined that it is necessary to repeal the current ordinance and replace it in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Brownsville that "Chapter 98 – Traffic and Vehicles" of the City of Brownsville's Code of Ordinances is hereby repealed in its entirety, and replaced as follows:

Chapter 98 TRAFFIC AND VEHICLES

ARTICLE I. IN GENERAL

Sec. 98-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized emergency vehicles mean vehicles of the fire department (fire patrol), police vehicles, public and private ambulances for which permits have been issued by the state board of health, and such emergency vehicles of municipal departments or public service corporations as are designated or authorized by the city commission.

Alley means any street having no regular or official name other than "alley" and being 20 feet or less in width.

Bus means every motor vehicle designed for carrying more than ten passengers and used for the transportation of persons; and every motor vehicle other than taxicabs designed and used for the transportation of persons for compensation.

Bus stop means a section of the roadway along the edge thereof marked by signs reading "bus stop" as a place for the sole use and convenience of the general public to board and depart from any bus.

Business district means the territory contiguous to and including a roadway when, within 600 feet along such roadway, there are buildings in use for business or industrial purposes which occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of the roadway or any other area so classified by chapter 348 pertaining to zoning.

Commercial vehicle means every vehicle designed, maintained or used primarily for the transportation of property with a weight in excess of 1,500 pounds.

Controlled access highway and *limited access highway* mean every highway to which owners or occupants of abutting lands and other persons have no legal right of access to or from except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway.

Crosswalk means that part of a roadway at any intersection included within the connection of the lateral lines of the sidewalks on opposite sides of the street, whether marked or not, measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway. The term "crosswalk" also includes any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Curb means the edge of a street, roadway, or highway.

Curb loading zone means a space adjacent to a curb reserved for temporary 15-minute parking for the exclusive use of vehicles during the loading or unloading of passengers, freight, merchandise, or other material, or for curbside or in-store pickup.

Curbside pickup means picking up an order from a store without having to go inside by remaining in the vehicle and having the order brought out to the customer.

Double parking means the standing of a vehicle, whether occupied or not, upon a street or roadway in the rear of an angle-parked vehicle at the curb of such street or alongside a vehicle parked parallel with the curb of such street.

Driver means every person who drives or is in actual physical control of the movements of a vehicle.

Driveway, private, means any entrance or exit over the sidewalk or sidewalk area of any street affording a means of ingress or egress for vehicles to or from any private property or the entrance or exit of any private garage into or from any alley.

Driveway, public, means any entrance or exit over the sidewalk or sidewalk area of any street affording a means of ingress or egress for vehicles to or from any public property.

Freight loading zone. See *Curb loading zone.*

In-store pickup means picking up an order from a store and having to go inside to pick up the order instead of having it brought out to the customer.

Intersection means the area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of the roadways of two streets or highways which join one another at, or

approximately at, right angles, or the area within which vehicles traveling upon different streets or highways joining at any other angle may come in conflict. Where a highway includes two roadways 30 feet or more apart, every crossing of each roadway of such divided street or highway by an intersecting highway shall be regarded as a separate intersection. If such intersecting street or highway also includes two roadways 30 feet or more apart, every crossing of the two roadways of such highway shall be regarded as a separate intersection.

Laned street means a street which is divided into two or more clearly marked lanes for vehicular traffic.

Light commercial vehicle means every vehicle designed, maintained or used primarily for the transportation of property with a weight less than 1,500 pounds.

Limit lines means boundaries of parking areas, loading zones, safety or danger zones and lines marked for the purpose of excluding traffic or parking.

Map, official traffic control, means an engineering drawing of such dimensions and scale clearly showing all streets, alleys, speed limits, traffic movement regulations and prohibitions, type of traffic control devices, right-of-way dimensions and names of all streets within the city boundaries.

Motor scooter means the same as motorcycle.

Motor vehicle means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Motorcycle means every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding a tractor.

Negligence means the failure to use that degree of care that a reasonable and prudent person would use under the same or similar circumstances.

No parking zone means a space or area on the roadway adjacent to the curb, whether marked by official signs or not, in which no vehicle may be parked.

Official traffic control devices mean all signs, signals, markings, and devices, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic.

One-way street and *one-way alley* mean any street or alley or any portion of such street or alley on which vehicular traffic is restricted to movement in one direction only.

Park and *parking* means the standing of a vehicle, whether occupied or not, upon a roadway, otherwise than temporarily in obedience to an official traffic-control device or for the purpose of and while actually engaged in loading or unloading merchandise or passengers..

Parking enforcement officer means any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations or to issue citations for parking violations.

Parking pay station, parking meter, pay station, or meter means a device that registers the amount of time purchased for the parking of a motor vehicle in a parking zone.

Parking stall and *parking space and metered space* mean that portion or section of a roadway adjacent to the curbing or edge, set apart, marked, and bounded by lines painted or marked upon the surface of the roadway, and extending into the roadway for the use of parking vehicles; or that portion of any alley marked by official signs showing such space to be a parking zone.

Passenger means any person in or on a vehicle other than the driver, whether or not the vehicle is moving.

Passenger loading and unloading zone. See *Curb loading zone.*

Pedestrian means any person afoot.

Permit or placard means a sign, tag, or notice either affixed to a rearview mirror or displayed on a vehicle's dashboard.

Play street means a street closed to traffic during a specified time to allow safe access in an outdoor space.

Police officer means every officer of the police department, or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Private road and *private driveway* mean every way or place in private ownership and used for vehicular travel by the owner and those having expressed or implied permission from the owner, but not by other persons.

Procession and *parade* mean a group of pedestrians or vehicles standing or moving on a street and occupying more than 600 feet of such street and having a common destination, purpose, or direction.

Public place means a place where people are assembled or to which people commonly resort for purposes of business, amusement, recreation or other lawful purposes, and the term includes all streets and alleys within city boundaries.

Railroad means a carrier of persons or materials upon cars operated upon stationary rails, including a motorized locomotive with or without cars coupled thereto operated upon rails.

Residence district means the territory contiguous to and including a street or highway not comprising a business district when the property on such street or highway for a distance of 300 feet or more is, in the main, improved with residences or residences and buildings in use for business or any other area so classified by chapter 348 pertaining to zoning.

Right-of-way means, when pertaining to traffic, the privilege of the immediate use of the roadway; when pertaining to land, that portion of land that is publicly owned and primarily designated either all or in part for the use of the public as a street or roadway.

Roadway means that portion of a street or highway improved, designed for, or ordinarily used for vehicular travel exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term "roadway" refers to any such roadway separately, but not to all such roadways collectively.

Route means a street on which signs are erected giving notice that certain types of vehicles may or may not be operated.

Safety zone means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times as set apart as a safety zone.

School bus means every motor vehicle owned by a public or governmental agency or a private person or agency and operated for the transportation of children to or from school.

Sidewalk means that portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

Sign and *signal,* when pertaining to a physical object or marking, mean any official traffic control device.

Stand and *standing* mean the halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.

Stop, when required, means complete cessation of movement.

Stop, stopping and *standing,* when prohibited, mean any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

Street and *highway* mean the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Through street means every street, highway or other public way or portion thereof at the entrances to which vehicular traffic from intersecting streets, highways or other public ways is required by law to stop before entering or crossing and when stop signs are erected as provided in this chapter.

Tractor means a motor vehicle other than a truck which is designed, maintained, or used primarily for the pulling, pushing, or dragging of other objects.

Traffic means pedestrians, ridden or herded animals, vehicles, streetcars, and other conveyances, either singly or together, while using any street for purposes of travel.

Truck means the same as a commercial vehicle.

Tunnel and *underpass* mean a complete enclosure through which passes a street, roadway, or walkway.

U-turn means the turning or causing the turning of a vehicle, so that when such turn is completed such vehicle will be headed in the opposite direction from that in which it was headed before such turning was begun, whether or not such vehicle is pulled into a driveway or any space beyond the curbline of the street.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a street, highway, or other public way, except devices moved by human power or used exclusively upon stationary rails or tracks.

Walks means areas in public ways designed primarily for pedestrian use.

Zones means areas in public ways designed for limited or specialized use.

Sec. 98-2. Enforcement generally.

It shall be the duty of the police department to enforce this chapter, all other city street and traffic laws and all the state traffic laws applicable to traffic in the city.

Sec. 98-3. Obedience to officers.

No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer invested by law with authority to direct, control or regulate traffic.

Sec. 98-4. Violation of chapter.

Any person who shall violate any of the sections of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be fined not to exceed $500.00.

Sec. 98-5. Authority of fire department to direct traffic.

Members of the city fire department, when at the scene of a fire, may direct or assist the police in directing traffic at the fire or in the immediate vicinity.

Sec. 98-6. Putting rubbish or hazardous material on streets.

(a) No person shall throw or cause to be put any glass, nails, wire, cans, or any other substance likely to cause injury or damage to any person, animal or vehicle upon such highway or street.

(b) Any person who drops or permits to be dropped upon any highway or street any destructive or injurious material shall remove the material or cause it to be removed.

(c) Any person removing a wrecked or damaged vehicle from a highway or street shall remove any glass or other injurious substance dropped upon the highway from such vehicle.

Sec. 98-7. Riding on portion of vehicle not intended for passengers.

It shall be unlawful for any person to ride on any vehicle upon any portion thereof not designed or intended for the use of passengers when the vehicle is in motion. This section shall not apply to an employee engaged in the necessary discharge of duty or to persons riding within a truck body in space intended for merchandise.

Sec. 98-8. Overloading, crowding of vehicles.

(a) It shall be unlawful for the driver of any vehicle to drive the vehicle when such vehicle is so loaded or when there are in the front seat of such vehicle such number of persons as to obstruct the view of the driver to the front or sides or to interfere with the operator's control over the driving mechanism of the vehicle.

(b) It shall be unlawful for any passenger of a vehicle to ride in such position as to interfere with the driver's view ahead or to the sides or to interfere with the driver's control over the driving mechanism of the vehicle.

Sec. 98-9. Boarding or alighting from vehicles.

It shall be unlawful for any person to board or alight from any vehicle while such vehicle is in motion.

Sec. 98-10. Use of roller skates, toys, and similar devices.

No person upon roller skates or riding in or by means of any coaster, skateboard, toy vehicle whether motorized or not, or other similar device shall go upon any roadway except while crossing a street on a crosswalk. When so crossing, such person shall be granted all the rights and shall be subject to all of the duties applicable to pedestrians. This section shall not apply upon any street while set aside as a play street.

Sec. 98-11. U-turns.

The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street in a business district or at any intersection controlled by traffic lights and shall not upon any other street or intersection so turn a vehicle unless such movement can be made in safety and without interfering with other traffic.

Sec. 98-12. Traffic officers.

(a) Traffic officers, the positions of which fall within the scope and authority of the chief of police, are authorized to issue all applicable state and local nonmoving vehicle violations, pursuant to the powers afforded to the city through its Charter and subsequent legislation.

(b) Notice of such nonmoving violations occurs when a duly appointed traffic officer of the city as approved by the chief of police for the city, advises a person in writing by an initial citation, or by mail, that a nonmoving vehicle violation was issued for a vehicle currently registered under that person's name.

Sec. 98-13. Certain uses of motor vehicles on commercial premises without consent of owner prohibited.

(1) *Definitions.* As used in this section, the term "parking lot" shall mean any area in, at or adjacent to a restaurant, drive-in restaurant, retail or wholesale store or business establishment, office building, professional building, recreational building, multi-family residential area, or any public building or space used, designed or intended for the parking of any type of vehicle, including motor vehicles, by members of the general public, and maintained for the convenience of customers, clients, patients, members or patrons of one or more business establishments, public offices or organizations.

(2) *Prohibited acts.*

a. The following acts or conduct of any person upon entering, driving on, parking on, or leaving any parking lot are hereby declared to be unlawful:

1. To enter a parking lot in a motor vehicle of any kind and use such parking lot for racing or as a shortcut to other property or a street.

2. To race the motor of any vehicle, needlessly bring to a sudden start or stop any vehicle, blow the horn of such vehicle needlessly, or to create any loud or unseemly noise, nuisance, or disturbance whereby the quiet and good order of the premises or the adjacent neighborhood are disturbed.

3. For two or more persons to congregate inside or outside of a motor vehicle parked in a parking lot, when not otherwise engaged in a lawful pursuit relating to the use of the premises.

b. For the purpose of this section, the fact that a premise is closed shall constitute prima facie proof that a person is not engaged in a lawful pursuit relating to the use of the premises. Furthermore, if any parking lot is clearly marked by any sign or device declaring time limits or other restrictions relating to parking, then a violation by any person of such restrictions shall be prima facie proof of such owner's nonconsent to any person parking or congregating on such parking lot.

(3) *Penalty.* The penalty upon conviction for a violation of this division shall be as prescribed in section 1-13 of this Code. Each day of violation shall constitute a separate offense.

Sec. 98-14. Use of a wireless communication device; offense.

(a) For purposes of this section:

Operator of a motor vehicle means an individual who drives or has physical control of a motor vehicle.

(b) It shall be unlawful for an operator of a motor vehicle to use a wireless communication device, including a cellular phone or other electronic media device, to view, send, or compose an electronic message or manually engage other application software while operating a motor vehicle upon any public roadway within the city, including when stopped, except as provided in subsection (c)(2).

(c) It is an exception to the prohibition in subsection (b) if:

(1) An operator of a motor vehicle uses a wireless communication device to strictly engage in a telephone conversation, including dialing or deactivating a phone call;

(2) An operator of a motor vehicle uses a wireless communication device while stopped or standing at a position parallel to and as close as possible to the right-hand edge or curb or a roadway where parking, standing, or stopping in a non-emergency situation is not otherwise prohibited; or

(3) An operator of a motor vehicle uses a wireless communication device solely in a voice-activated or other hands-free mode.

(d) It is an affirmative defense to prosecution of conduct prohibited in subsection (b) if:

(1) An operator of an authorized government vehicle uses a wireless communication device to:

a. Operate only a global positioning or navigation system;

b. Obtain emergency assistance by contacting an emergency response service, including a rescue, emergency medical, or hazardous material response service; a hospital; a fire department; a law enforcement agency; a medical doctor's office; or an individual to administer first aid treatment;

c. Obtain emergency assistance to prevent a crime about to be committed;

d. Report a traffic accident or serious traffic hazard; or

e. Communicate with the reasonable belief that a person's life, safety, or property is in immediate danger.

(e) Conflicting regulations. To the extent that any part of this section conflicts with V.T.C.A., Transportation Code § 545.424, regarding the use of wireless communications devices while operating a motor vehicle by minors, or V.T.C.A., Transportation Code § 545.425, regarding the use of wireless

communication devices in school crossing zones, or V.T.C.A., Transportation Code § 545.4251, regarding use of portable wireless communication device for electronic messaging, this section does not apply.

Sec. 98-15. Vulnerable road users.

(a) In this section, a vulnerable road user means:

(1) A pedestrian, including a runner, physically disabled person, highway construction and maintenance worker, tow truck operator, utility worker, other worker with legitimate business in or near the road or right-of-way, or stranded motorist or passenger;

(2) A person on horseback; or

(3) A person operating equipment other than a motor vehicle, including, but not limited to, a bicycle, hand-cycle, horse-driven conveyance, or unprotected farm equipment.

(b) When operating on a highway or street, an operator of a motor vehicle shall pass the vulnerable road user at a safe distance while decelerating speed as is reasonably and safely possible.

(1) For the purpose of subsection (b)(1), a safe distance is achieved by:

a. Vacating the lane which the vulnerable road user is traveling if road conditions and state law permits; or,

b. If vacating the lane in this manner is not possible or permitted by state law, maintaining at minimum of a three-foot space between the side of the motor vehicle and the vulnerable road user.

(c) An operator of a motor vehicle that is making a left turn at an intersection, including an intersection with an alley or private road or driveway, shall yield the right-of-way to a vulnerable road user who is approaching from the opposite direction and is in the intersection, or is in such proximity to the intersection as to be an immediate hazard.

(d) An operator of a motor vehicle may not overtake a vulnerable road user traveling in the same direction and subsequently make a right-hand turn in front of the vulnerable road user unless the operator is safely clear of the vulnerable road user, taking into account the speed at which the vulnerable road user is traveling and the braking requirements of the motor vehicle making the right-hand turn.

(e) An operator of a motor vehicle may not maneuver the vehicle in a manner that:

(1) Is intended to cause intimidation or harassment to a vulnerable road user; or

(2) Otherwise threatens a vulnerable road user.

(f) An operator of a motor vehicle shall exercise due care to avoid colliding with any vulnerable road user on a roadway or in an intersection of roadways.

(g) It is an affirmative defense to prosecution under this section that at the time of the offense the vulnerable road user was acting in violation of the law.

Secs. 98-16—98-40. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 98-41. Temporary traffic control officers.

Under unusual conditions, the chief of police may appoint temporary traffic control officers until such unusual conditions cease to exist. These temporary officers shall have the same authority as regular officers of the police department unless they are specifically limited by the chief of police.

Sec. 98-42. Emergency and experimental regulations.

(a) The chief of police, by and with the approval of the ~~city traffic engineer~~ city manager or designee, is empowered to make and enforce such emergency and/or experimental traffic regulations, for a period not to exceed 48 hours, as may be necessary to prevent or correct any hazardous condition.

(b) The chief of police, by and with the approval of the city commission, is empowered to make and enforce such regulations as may be necessary to cover emergencies or special conditions. No such temporary or experimental regulation shall remain in effect longer than 30 days unless such approval of the city commission is renewed.

Sec. 98-43. Traffic conditions and accidents.

It shall be the general duty of the city manager or designee to conduct investigations and studies of traffic conditions and to conduct investigations and analyses of traffic accidents.

Secs. 98-44—98-100. Reserved.

ARTICLE III. TRAFFIC CONTROL SIGNS, SIGNALS, DEVICE

Sec. 98-101. General powers and duties.

The city manager or designee is authorized and directed to erect and place any and all traffic signs and signals on and along the streets and other public ways in the city in order to implement the terms of this chapter and carry out its purposes within the city.

Sec. 98-102. Intersections where stop or yield required.

The city manager or designee is authorized to determine and designate intersections where particular hazard exists to determine whether vehicles shall stop at one or more entrances to any such intersection, and The city manager or designee shall cause to be erected a stop sign at every such place where a stop is required; or whether vehicles shall yield the right-of-way to vehicles on a different street at such intersection, and The city manager or designee shall cause to be erected a yield sign at every place where obedience thereto is required.

Sec. 98-103. One-way streets and alleys.

The city manager or designee are authorized to determine and designate one-way streets, in which event they shall cause to be erected signs at every such place where a sign is required.

Secs. 98-104—98-130. Reserved.

ARTICLE IV. SPEED RESTRICTIONS

Sec. 98-131. Maximum limits generally.

(a) No person shall operate or drive any vehicle on any street within the city at a greater speed than 30 miles per hour, unless signs are erected designating another speed in accordance with this article.

(b) Notwithstanding any other section of this article, no person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance on or entering the street in compliance with legal requirements and the duty of all persons to use due care.

(c) The driver of every vehicle shall, consistent with the requirements of subsection (b) of this section, drive at an appropriate reduced speed when approaching a hillcrest, when traveling upon any narrow or winding roadway, and when a special hazard exists with respect to pedestrians or other traffic or because of weather or street or highway conditions.

(d) Notwithstanding any other section of this article, no person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and potential hazards then existing. When any street is under construction or improvement or is subject to any other hazardous condition existing on a temporary basis, when signs are posted giving notice of the maximum legal speed limit on any street that is under construction or improvement, it shall be unlawful for any person to drive or operate any vehicle at a rate of speed more than such posted limit.

Sec. 98-132. Maximum limits on specific streets.

The city commission may alter the maximum speed limits established by section 98-131 on any street or portion thereof within the city in accord with the provisions of V.T.C.A., Transportation Code § 545.356. Whenever signs are posted giving notice of the maximum legal speed limit so established for a particular street or portion thereof, it shall be unlawful for any person to drive or operate any vehicle at a rate of speed more than such limit.

Sec. 98-133. Established for specific streets.

Pursuant to section 98-132, the following speed limits are established for the streets and portions of streets enumerated:

Street		Extent	Speed
U.S. 83 Expressway			
	West Frontage Rd.	Beginning the center of FM 802, south to a point 1,056 feet north of the centerline of Price Rd.	45
		From such point south to a point 400 feet north of the centerline of State Hwy. 48	35
		From such point south to a point 125 feet northeast of Pierce St.	35
		Then beginning at a point, such point being its intersection with S.E. 11th St., south to its intersection with State Hwy. 4	30
	East Frontage Rd.	Beginning at a point, such point being its intersection with State Hwy. 4, north to a point 400 feet north of the centerline of State Hwy. 48	35
		From such point north to a point 1,056 feet north of the centerline of Price Rd.	40
		From such point north to the north city limit	45

	Main lanes	As determined by state highway commission. That portion of the main lane off ramps not otherwise provided for	35
U.S. Hwy. 281 (Military Hwy.) (Boca Chica Blvd.)		Beginning at a point from the city limit line, such point being 400 feet northwest of the centerline of FM 802, southeast to a point 500 feet northwest of Old Military Rd.	35
		From such point to the intersection of Spur 415	30
		Between Western Ave. and the Old Military Rd.	40
U.S. 281		F.M. 3248 to 255 feet east of F.M. 802	45
U.S. 281		255 feet east of F.M. 802 to 455 feet west of Old Military Rd. (railroad tracks)	40
U.S. 281		455 feet west of Old Military Rd. to Old Military Rd. (railroad tracks)	30
U.S. 281		F.M. 3248 to 2,640 feet west of F.M. 3248	45
U.S. 281		2,640 feet west of F.M. 3248 to 3,960 feet west of F.M. 3248	50
State Hwy. 4			
	East 14th St.	Beginning at Elizabeth St., east to a point 100 feet west of the centerline of Coolidge St.	30
	International Blvd.	Beginning at a point on State Highway 4 (International Boulevard), such point being 120 feet north of the centerline of Coolidge Street, thence northeasterly 1,190 feet to a point:	
		When school flashing speed zone signs are in operation	25
		At all other times	40
		From such point north and east to State Hwy. 48	40
		From such point east to the east city limits line	45
State Hwy. 48 (Boca Chica Blvd.)		Beginning at Spur 415 east to Resaca Blvd.	30
State Hwy. 48		State Highway 4 (Boca Chica Boulevard) to Robindale Road	40
		From Resaca Blvd. to Old Port Isabel Road	40
FM 511		F.M. 1419 to 1,435 feet west of Dakota Ave.	35
FM 511		1,435 feet west of Dakota Ave. to 150 feet east of Dakota Ave.	45
FM 511		150 feet east of Dakota Ave. to F.M. 3068	55
FM 802		From U.S. Hwy. 281 east to State Hwy. 48	45
		From State Hwy. 48 (E. 14th Street) to FM 511	45
FM 802		From U.S. 281 to 160 feet west of Jones Ranch Road	50
FM 802		From U.S. 77/83 to San Marcelo Boulevard	30
FM 802		San Marcelo Boulevard to 200 feet west of Habana Street	40
FM 802		200 feet west of Habana Street to FM 1847	40
FM 802		FM 1847 to State Highway 48	45
FM 803		F.M. 511 to 1,065 feet north of Webb Ln.	50
FM 803		1,065 feet north of Webb Ln. to 575 feet south of Meyers Rd. (current city limits)	55
State Highway (Tejon Road)		Beginning at a point on FM 3248 (Tejon Road), such point being 55 feet west of the city limit, thence westerly 1,005 feet to a point:	
		When school flashing speed zone signs are in operation	35
		At all other times	55
FM 1419 (Southmost Rd.)		From State Hwy. 4 south to the south city limits line	30
FM 1847 (Paredes Line Rd.)		From State Hwy. 48 north to a point 200 feet north of the centerline of Los Ebanos Blvd.	30

		From such point to a point 200 feet north of E. Price Rd.	35
		From such point to a point 400 feet north of FM 802	45
FM 2519 (Billy Mitchell Blvd.)		From State Hwy. 4 south and east 1,836 feet to the end of FM 2519	45
Spur 415 (Central Blvd.)		Beginning at a point 2,798 feet north of the centerline of FM 802 to Los Ebanos Blvd.	45
		From such point to E. Jefferson St.	30
		From E. Jefferson St. to East Elizabeth Street	30
Old Highway 77		From a point 1,500 feet north of Tandy Road to a point 1,500 feet south of Tandy Road	35
		From a point 1,500 feet north of Tandy Road to the north city limit line	45
Boca Chica Blvd. (State Highway 4)		From Iowa Avenue to Indiana Avenue (FM 511):	
		When school flashing speed zone signs are in operation	35
		At all other times	45
Minnesota Avenue (FM 313)		From State Highway 48 to State Highway 4	45
FM 1847		FM 802 to 580 feet north of FM 802	45
FM 1847		580 feet north of FM 802 to 530 feet north of FM 3248	50
FM 3248		U.S. 77/83 to FM 1847	45
FM 3248		U.S. 77/83 to FM 1847 (School Zone when flashing)	30
FM 3248		580 feet east of Madrid Avenue to 60 feet west of La Salida Drive	50
FM 3248		60 feet west of La Salida Drive to U.S. 77/83	45
E. Price Road		Old Port Isabel Rd. to Padre Island Hwy.	35

Sec. 98-134. Speed limits—Alleys.

Street	Extent	Existing	Speed
Alleys	All	N/A	10 miles/hour

Secs. 98-135—98-160. Reserved.

ARTICLE V. STOPPING, STANDING AND PARKING

DIVISION 1. GENERALLY

Sec. 98-161. No stopping, standing, or parking near hazardous or congested places.

(a) The city manager or designee is authorized to determine and designate by proper signs places not exceeding 100 feet in length in which the stopping, standing, or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(b) When official signs are erected at hazardous or congested places as authorized, no person shall stop, stand, or park a vehicle in any such designated place.

Sec. 98-162. Impoundment of standing or parked vehicles.

(a) Any vehicle which shall be or remain standing or parked upon any public street, avenue, way, alley, or other public place may be removed by or upon order of the chief of police and placed in storage in a privately operated garage or other place designated or maintained by the city, under the following circumstances:

(1) When any vehicle is found upon a street, avenue, alley, way, or public place and a report has been previously made that such vehicle has been stolen or a complaint has been filed and a warrant issued thereon, charging that such vehicle has been stolen or converted in violation of law.

(2) When any city police officer has reasonable grounds to believe that any vehicle has been abandoned.

(3) When a police officer arrests any person driving or in control of a vehicle for an alleged offense and such officer is or may be required by law to take the one arrested immediately before a magistrate or if the arrested one is immediately taken before a magistrate and when the arrested one is the sole occupant or the owner of the vehicle and is immediately placed in custody.

(4) When a vehicle is so disabled that its normal operation is impossible or impractical and the person in charge of the vehicle is incapacitated because of physical injury or other causes to such an extent as to be unable to provide for its removal or custody or cannot be found or is not in the immediate vicinity of such vehicle.

(5) When such vehicle is left unattended upon any bridge, viaduct, or causeway or in a tunnel or tube and constitutes an obstruction to traffic.

(6) When any such vehicle is illegally parked so as to block the entrance to any private driveway, and it is impracticable to move such vehicle from in front of the driveway to any other point on the highway.

(7) When any vehicle constitutes a hazard or interferes with the normal function of a governmental agency or because of any catastrophe, emergency, or unusual circumstance the safety of the vehicle is imperiled.

(8) When any vehicle is left standing or parked unattended for more than 48 hours in violation of any applicable section of this Code, state laws or city ordinances, rules, or regulations. However, if such vehicle is parked or standing immediately in front of or immediately adjacent to property owned by the owner of such vehicle or property rented by such owner, before such vehicle shall be removed, the owner thereof shall be given written notice after the expiration of 48 hours and shall be given an additional 24 hours to remove or cause to be removed such vehicle. The written notice may be given by depositing the notice in the United States mail, addressed to the owner at the address given on the registration receipt of the vehicle or his last known address.

(9) When any vehicle is parked in violation of a metered parking space.

(10) When any vehicle lacking the display of current registration and inspection tags (when applicable) in a lawfully acceptable manner has been parked or placed upon any public street or alley.

(b) In order to obtain possession of a vehicle stored under this section, the claimant must produce satisfactory evidence of ownership or right to possession within 30 days from the date of such storage and, in addition thereto, must pay all charges for storage and removal of such vehicle, in addition to any fine.

(c) If a vehicle removed under this section is not claimed within 30 days from the date of storage, the vehicle may be sold by the city or the garage where the vehicle is stored, for storage charges, as provided by law.

(d) It shall be unlawful to park any vehicle on private property without express permission or authorization from the owner of such property. Any vehicle which shall be or shall remain standing or parked upon any privately owned parking area when the person in charge of or operating the vehicle does not have express permission or authorization to be so parked or standing may be removed by or upon order of the chief of police and placed in storage in a privately operated garage or other place designated or maintained by the city. It shall be the duty of the owner of the private property to erect appropriate signs giving notice that parking is prohibited without express permission or authorization and stating that unauthorized vehicles will be towed away and impounded at the expense of the owner of the vehicle. No regulation of parking of motor vehicles shall be effective unless such signs are erected and in place at the time of any alleged offense.

(e) This section shall not be construed to relieve from or lessen the responsibility of any person who shall leave his vehicle parked on the city streets in such a manner that the vehicle may be impounded, nor shall the city be held as assuming any such liability because of impounding or causing to be impounded such vehicle.

Sec. 98-163. Special parking.

(a) The city manager or designee may issue special permits or placards to allow parking which may be contrary to or in violation of any of the sections of this chapter. The following are exempt from the payment of parking meter fees while conducting official duties or business with or for the city:

(1) The mayor and members of the city commission;

(2) Official vehicles of the United States government, the state, the county and the city;

(3) Unmarked police vehicles;

(4) Brownsville Public Utility vehicles when working in the downtown area;

(5) Board members appointed by the city commission when conducting city business on the applicable board to which they were appointed;

(6) Consul and vice-consul of Mexico;

(7) Private vehicles identified with a city issued permit or placard that has not expired, and placard is properly displayed; or

(8) Disabled veteran vehicles displaying a license plate issued by the state identifying disabled status.

(b) It shall be unlawful for any person to use this special permit or placard for purposes, places, or times other than uses which have been expressly given by the city manager or designee.

(c) It shall be unlawful for any person other than those named in the application to use the special permit or placard for any purpose whatsoever.

Sec. 98-164. Angle parking.

Vehicles may be parked at any angle, not to exceed 45 degrees, to the curb or edge of the roadway at those places and angles where signs or markings clearly indicate that it is permissible and that no part or contents of such vehicle shall protrude into or cause a hazard with other vehicles or pedestrians in the nearest adjacent traffic lane, sidewalk, or crosswalk. In no case is this to exceed 17 feet from the curb in a perpendicular direction where 30-degree parking is permitted or 19 feet from the curb in a perpendicular direction where 45-degree parking is permitted.

Sec. 98-165. Parking in alleys.

No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic. No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

Sec. 98-166. Residential parking restrictions.

It shall be unlawful for any person in charge of or operating a vehicle to allow, permit or park such vehicle habitually on that portion of the street abutting residential property when the person in charge of such vehicle does not own or occupy the residence or a portion of the lot in front of which or alongside of which such subject vehicle is parked.

Sec. 98-167. Parking more than 72 hours.

It shall be unlawful for the owner or operator of any vehicle to allow, cause or permit such vehicle to remain standing or parked on any street, alley, avenue, or public way within the city for more than 72 hours continuously.

Sec. 98-168. Fines or fees.

All fines, costs and fees shall be deposited in the motor vehicle parking system fund of the city, unless otherwise directed by resolution of the city commission.

- MOTOR VEHICLE PARKING SYSTEM FINES

Description of Fines or Fees		Fine
Expired parking meter violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Penalty or administrative fee for processing a citation for three or more unpaid parking meter violations		$25.00
Code 4. Left wheel to curb violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 5. Over 18” from curb violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 6. On sidewalk violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 7. On sidewalk area violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 8. No parking area violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 9. Blocking crosswalk violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 10. Blocking area violation		

	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 11. Blocking alley violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 12. Loading zone violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 13. Extending time beyond legal limit violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 14. Other		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 15. Doubled parked		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 16. Parking within 15 ft. of fireplug violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 17. Parking in fire zone violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 18. Parking in taxi zone violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 19. Parking in safety zone violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 20. Between two meter spaces violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00

Secs. 98-169—98-195. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Subdivision I. In General

Sec. 98-196. Enforcement.

(a) The city manager or designee is charged with the enforcement of this article.

(b) Parking enforcement officers and police officers are empowered to issue parking violation citations pursuant to this chapter.

(b) Code Enforcement Officers are authorized to issue citations for violations of sections 98-165 and 98-167.

Sec. 98-197. Violation.

Parking in a metered space by a vehicle shall be limited to the maximum time on the parking pay station. It shall be a violation of this section for the owner or operator of a vehicle to allow a vehicle to remain in a metered space for a period of time more than the maximum time on the meter. This section shall be enforced by Chief of Police or designee.

Sec. 98-198. Fee for overparking in metered spaces.

(a) The fee for parking in a metered space or stall with the parking pay station indicating no time left (expired) shall be $10.00 if paid within ten days and $20.00 if paid after ten days and before 30 days. Citations unpaid after 30 days shall subject the owner or operator of the vehicle to payment of $35.00 for each violation and court costs, plus an administration fee of $50.00 each for second and third citations if the fine is not paid prior to these citations being sent.

(b) Notice occurs when the city manager or designee advises a person by mail that a parking citation was issued to a vehicle currently registered under that person's name and that the citation remains unpaid 30 days after its initial issuance.

Sec. 98-199. Collection.

The city manager or designee shall process parking violation citations, for the municipal court, for the collection of fees or fines as stipulated in this chapter, or as may be levied by the judge of the municipal court related to this chapter.

Sec. 98-200. Collector's bond.

Each person designated to collect and deliver legal tender from parking pay stations to the designated department, shall, if directed by the city manager , execute a fiduciary bond in the amount of $5,000.00, payable to the city, conditioned for the faithful performance of his duties in collecting and delivering all legal tender. Such bond shall be executed by a corporate surety which has been duly authorized under state law to execute such bonds. The premium for such bond shall be paid by the city.

Secs. 98-201—98-225. Reserved.

Subdivision II. Illegal Parking at Metered Spaces

Sec. 98-226. Presumption.

In any notice requirement or prosecution for an illegally parked car at a metered space, proof that the driver of the particular vehicle described in the parking citation or complaint was either, at the time of such parking, the registered owner of such vehicle or the person to whom the license plates were issued or the person who had possession or control of the vehicle shall constitute in evidence a prima facie presumption that such person was the driver of the vehicle at the point where and for the time during which such violation occurred.

Sec. 98-227. Evidence.

For the purposes of this subdivision, the state department of highways and public transportation's computer-generated record of the registered vehicle owner is prima facie evidence of its contents. The original or any copy of the summons or citation is also prima facie evidence of the facts contained therein.

Sec. 98-228. Citation on illegally parked vehicles in metered spaces.

Whenever any motor vehicle is found parked illegally in any metered parking space, any police officer or parking enforcement officer finding such vehicle shall take its license plate number and may take any other information displayed on the vehicle which may identify its user and shall conspicuously attach to such vehicle a citation in writing, on a form to be provided by the police department or designee, for the driver to answer to the charge against him within ten days within the hours and at a place specified in the citation.

Sec. 98-229. Failure to comply with citation; penalties and mailings.

(a) If, for the third time within any six-month period, a violator of the restrictions on stopping, standing or parking at a metered space under the terms of this subdivision has not appeared in response to three citations affixed to such vehicle within the required period of ten days each, the municipal court clerk or designee, shall at any time thereafter send to the registered owner (the presumed driver) of the motor vehicle to which the third citation was affixed the first and only mailed notice to inform him of this third violation within a six-month period and the requirement for the violator to pay the fines or fees as stated on the citation. The citation shall include a statement to the violator that failure to pay the fines or fees within ten days thereafter causes the director of traffic to have these three violations to be presented to a municipal court judge at a hearing (noting the date certain at which time the hearing will be held) at which time director of traffic shall ask the court to declare the vehicle a nuisance. When so declared as a nuisance the vehicle will become subject to booting and shall be booted instanter without further notice if found. This notice shall be in English and Spanish.

(b) Procedures for penalties and mailings are as follow:

(1) The fee for overparking in metered spaces with the meter indicating no time left shall be $10.00; if unpaid after ten days the fee shall be $20.00.

(2) In addition to each fee of failure to pay within ten days, there is assessed one mailing penalty for not paying two or more overparking fees within each prescribed 20-day period. This penalty shall be $35.00, and this shall be the total owed only if the violator presents himself at the address on the citation and before any municipal court hearing to declare the vehicle a nuisance.

(3) Upon a presentation by the city prosecutor or designee to the municipal court judge to declare a vehicle a nuisance, the judge may require an additional court cost up to $100.00 upon the appearance of the violator. If there is no appearance, there may be an additional mailing fee of $25.00 but only if the judge orders a second mailing by registered mail, return receipt requested.

(4) Once the vehicle has been declared a nuisance and is booted and/or impounded, the judge shall also have the discretion to assess additional fines up to $50.00 each on those unpaid parking citations more than the first three.

(5) The municipal court or designated department shall send out no more than one regular mailing concerning any one vehicle with the same license plate, as long as the license plate continues to be traced back to the same registered owner. The municipal court or designated department shall send out no more than one registered letter, return receipt requested, concerning any one vehicle with the same license plate, and then only if so ordered by a judge which has declared such vehicle a nuisance.

(6) Such immobilization by booting shall be in addition to any other penalty provided by this chapter, and a fee up to $50.00 for such may be set by the judge for the booting alone, irrespective of other fees.

(7) It shall be unlawful for any unauthorized person to tamper with or try to force the device (boot) from the wheel of a vehicle, to remove the booted wheel from a vehicle, to move the booted vehicle, or to disable or damage the booting device.

(8) No additional fees may be imposed by the judge if actual impoundment of the vehicle is required except the actual costs of impoundment and storage.

Sec. 98-230. Nuisance.

A vehicle that has received three or more citations, unresolved, pursuant to this subdivision within any six-month period is declared a nuisance. An unresolved parking citation occurs when a citation is issued under section 98-228 and the driver does not respond within ten days as required in such section.

Sec. 98-231. Procedure for impoundment or booting of vehicles declared nuisance.

(a) After ascertaining that a vehicle has three or more citations unresolved pursuant to this subdivision, within any six-month period, the city prosecutor, after the requisite notice required by this subdivision, shall appear before the municipal court for authorization to impound or immobilize by booting such vehicle, it being declared a nuisance.

(b) At that time, if evidence shall be presented as to the number of unresolved parking citations and that all notice requirements have been met, the judge may declare the vehicle a nuisance solely on the basis of this evidence and that the vehicle shall be immobilized by booting or impoundment instanter, if such vehicle is found to be standing or parked unlawfully or in or upon any regularly designated parking metered space. In addition the judge has the discretion to order, when possible or practical, such as if a license plate check in the United States can identify the driver and his address, the person appearing to attempt to notify the driver by mailing a certified notice, return receipt requested, to the last known address of the driver as shown by the license plate check, informing such driver/owner that the vehicle has been declared a nuisance and has been ordered by the court to be immobilized instanter by booting or impoundment, if the vehicle is found to be standing or parked unlawfully or in or upon any regularly designated parking metered space. The mailing, if ordered, and the failure to receive this letter is in no way a prerequisite to any vehicle being impounded or booted; however, the judge may also order the city prosecutor to withhold enforcing its order for a period not to exceed ten days after the date mailed. If the vehicle is immobilized by impoundment or booting, it shall remain at or be taken to a place of immobilization and there kept until application for its redemption shall be made by the owner or his duly authorized agent.

Sec. 98-232. Right to redeem immobilized vehicle.

When a vehicle is to be immobilized under this subdivision, appendix A attached to Ordinance No. 92-1256 includes a sample of a procedure that may be used by the City to adopt as its procedures. Nothing in the sample shall prohibit the City from adopting a different or similar procedure, with the concurrence of other city departments that are involved, and finally approved by the judge. Until another is adopted, the sample shall constitute the temporary procedure until a different one is adopted. Readoption of a new procedure under this section shall not require an amendment of this section as the sample is strictly advisory.

Sec. 98-233. Right to redeem impounded vehicle.

When a vehicle is impounded under section 98-162, at any time prior to its sale as an abandoned vehicle, the owner or his duly authorized agent shall be entitled to the possession thereof upon the payment of all the costs of removal and storage that may have accrued thereon, plus any fines or costs owed to the city for parking violations, unless the owner/driver posts a bond under the requirements of section 98-236. If the owner or authorized agent posts a bond, the vehicle shall be released.

Sec. 98-234. Notice of violation.

After the vehicle has been impounded under section 98-231 and if no owner or driver appears, a notice shall be prepared and sent certified mail by the municipal court to the owner within 48 hours of the impounding of the vehicle, if the address can be ascertained as shown by a United States license number check. If the automobile

license check is that of a foreign country, the notice shall be published twice within a 30-day period in a locally published newspaper. The notice shall specify the procedures for redeeming an impounded vehicle, including the name, address, and telephone number of the person to be contacted; the bonding procedure; and the right to a hearing. If no owner/driver comes forward to claim the vehicle after all the notices required by this subdivision, the vehicle shall be treated as an abandoned vehicle.

Sec. 98-235. Hearing on impounded immobilized vehicle.

After the impounding/immobilization of a vehicle, the owner/driver shall have the right to a hearing before a municipal court judge to contest the circumstances surrounding the impounding/immobilization of the vehicle or to present any other defense he might have to the actions taken. An expedited hearing shall be held within 48 hours of the impounding or immobilization or the next municipal court working day after the impounding, whichever is the greater time, if the owner requests such an expedited hearing in writing and if there is an agreement between the owner/driver and the city prosecutor on evidentiary procedures.

Sec. 98-236. Bond for impounded vehicle.

The owner or driver of a vehicle which is impounded pursuant to this subdivision may secure release of the vehicle pending the hearing by making an appearance on the unresolved citations and posting a bond in the amount of the fines, court costs, administrative fees, towing fees, and storage fees owed. If the municipal court is closed so that the owner or driver cannot make an appearance, the owner/driver may post the bond and obtain release of the vehicle without an appearance. If the owner/driver cannot afford the bond for his vehicle, he shall be allowed a hearing within 24 hours of his request for a hearing or the next municipal court working day after his request, whichever is the greater time, if there is an agreement between the owner/violator and the city prosecutor on evidentiary procedures. At this hearing, if the owner/driver is found not guilty of the traffic offenses or the court otherwise finds that the vehicle should not be impounded, the court shall order the vehicle released without the payment of any costs or fees. If the owner/driver posts a bond and fails to appear timely at any hearing scheduled to contest the impounding of the vehicle or the underlying traffic violation, the bond shall be forfeited, and all fines deemed paid.

Secs. 98-237—98-265. Reserved.

DIVISION 3. MOTOR VEHICLE PARKING SYSTEM FUND

Sec. 98-266. Established - motor vehicle parking system fund.

(1) *Established.* The City of Brownsville hereby establishes the motor vehicle parking system fund. Said fund shall be maintained in a separate bank account from all other city funds. Revenue derived from parking pay stations shall first be allocated for operations and maintenance costs of the downtown area. Any surplus revenue from this fund is reserved for one-time capital costs for downtown, with city manager's or designee's approval, and city commission's approval when required by law, to include improvement projects such as events, new equipment.

   a. Operations and maintenance costs include but are not limited to the following: personnel expenses, beautification and upkeep, software fees, pay station upgrades or fixes.

   b. Downtown area includes the Historic District of Brownsville up through Palm Boulevard and I69 as well as the Mitte District and Linear Park all through and up to International and the bridges to Mexico.

(2) *Deposits.* All revenue from the city's parking meters derived as a result of issuing citations, non-moving violations, rental of or off-street parking spaces, interest received from investment of said revenue,

and all other incidental revenue derived from operation of the motor vehicle parking system fund shall be deposited in said fund and credited to the motor vehicle parking system fund.

(3) *Authorized expenditures.*

a. Expenditures from the motor vehicle parking system fund shall be limited to motor vehicle parking purposes, including, but not limited to, expenditures for meter and parking lot operation and maintenance, parking pay station replacements, acquisition by rental, lease or purchase of a property to be utilized for parking purposes, construction of parking facilities and issuance and enforcement of parking pay station citations.

b. One-time capital costs will be prioritized for downtown improvement projects. city manager or designee will identify projects that will contribute to further downtown revitalization.

Sec. 98-267. Disposition of money collected.

The city manager or designee will make regular collections of the money deposited in the parking pay stations. It shall be the duty of such person so designated to collect the legal tender as deposited in the parking pay stations and deliver the legal tender to the municipal court or designated department as soon as possible after removal from the parking pay station. It shall be the duty of the municipal court or designated department to count the funds and deposit them to the credit of the city in a special fund called motor vehicle parking system fund which fund shall be disbursed as described herein.

Secs. 98-268—98-295. Reserved.

DIVISION 4. RESTRICTED OR PROHIBITED ON CERTAIN STREETS

Sec. 98-296. Applicability.

The sections prohibiting the standing or parking of a vehicle shall apply at all times or at those times specified or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

Sec. 98-297. Scope.

The sections imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive sections prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.

Sec. 98-298. Parking prohibited on certain streets generally.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets described herein.

Sec. 98-299. Parking prohibited on specific streets.

It shall be unlawful for any person in charge of any vehicle to park the vehicle on any of the following streets or parts of streets in the city:

Street	Side	Extent
U.S. 83 Expressway		

	Generally	Both	Within 20 feet of the beginning of the curve along the curb around street corners of all streets and roadways leading off such expressway and its frontage roads
			Between the curbline and the property line on such expressway and its frontage roads
	Main lanes	Both	On any portion within the city, except emergency parking will be permitted on the paved shoulder of the main lanes provided the vehicle is parked to the right only and as far from main lanes as practical
	Frontage Rds.	Both	On any cross street between the frontage roads
2nd St., E.		N.W.	From E. Elizabeth St. to E. Saint Charles St.
4th St., N.W.		East	From N.W. Elizabeth St. to N.W. Levee St.
5th St., N.W.		Both	Between N.W. Elizabeth St. and N.W. Washington St.
5th St., S.E.		East	From S.E. Levee St. to S.E. Washington St.
6th St., S.E.		Both	From Ebony Dr. to S.E. Fronton St.
7th St., S.E.		Both	From S.E. Fronton St. to U.S. 83 Expressway northbound frontage road
7th St., W.		West	Between W. Elizabeth St. and W. Levee St.
8th St., E.		West	From E. Van Buren St. to E. Harrison St.
8th St., S.E.		N.W.	From S.E. Adams St. to Fronton St.
9th St., E.		South	Between E. Tyler St. and E. Harrison St.
9th St., S.E.		N.W.	From S.E. Levee St. to alley between S.E. Levee St. and S.E. Elizabeth St.
9th St., S.E.		S.E.	From alley between S.E. Levee St. and S.E. Elizabeth St. to S.E. Adams St.
9th St., S.E.		S.E.	From S.E. Fronton St. to S.E. Levee St.
9th St., S.E.		S.E.	From S.E. Levee St. to alley between S.E. Levee St. and S.E. Elizabeth St.
10th St., E.		Both	From E. Van Buren St. to E. Harrison St.
10th St., E.		N.W.	From North Frontage Rd. to Filmore St.
10th St., S.E.		N.W.	From S.E. Adams St. to S.E. Elizabeth St.
10th St., S.E.		S.E.	From S.E. Elizabeth St. to S.E. Fronton St.
10th St., S.E.		S.E.	From S.E. Madison St. to S.E. Adams St.
11th St., E.		Both	Between E. Washington St. and E. Adams St.
11th St., S.E.		S.E.	From Fronton St. to Van Buren St.
11th St., S.E.		S.E.	From S.E. Fronton St. to S.E. Madison St.
12th St., E.		Both	U.S. 77/83 northbound frontage road to Levee St.
12th St., S.E.		Both	From southbound frontage road (Filmore St.) to S.E. Levee St.
12th St., S.E.		N.W.	From international boundary and water commission levee to the intersection of S.E. 12th St. and Mexico St.
12th St., S.E.		N.W.	From its intersection with S.E. Fronton St. to its intersection with Mexico St.
12th St., S.E.		S.E.	From its intersection with S.E. St. Charles St. to its intersection with Mexico St.
13th St., E.		Both	U.S. 77/83 northbound frontage road to Levee St.
13th St., S.E.		S.E.	From Filmore St. to S.E. Levee St.
14th St., E.		N.W.	From Boca Chica Blvd. to Security Dr.
14th St., E.		S.E.	From Lincoln St. to north frontage rd.
14th St., E.		Both	From E. Jefferson St. to south city limits (Gateway Bridge)
14th St., S.E.		S.E.	From S.E. Elizabeth St. to Tyler St.
14th St., S.E.		S.E.	From Lincoln St. to Roosevelt St.
14th St., S.E.		S.E.	From Roosevelt St. to Coolidge St.
14th St., S.E.		N.W.	From Roosevelt St. to Taft St.
15th St., E.		S.E.	Between E. Monroe and E. Adams St.

18th St., E.	S.E.	From Jackson St. to Ridgely Rd.
19th St., E.	S.E.	From Jackson St. to Ridgely Rd.
Ash St.	N.E.	From McDavitt Blvd. looping around McDavitt Blvd.
Barnard Rd.	Both	Between Boca Chica Blvd. and Los Ebanos Blvd.
Boca Chica Blvd.	Both	From East 14th St. to Billy Mitchell Blvd.
Boca Chica Blvd.	Both	From Old Alice Rd. to North St.
Boca Chica Blvd.	Both	From Resaca Blvd. to Old Alice Rd. and from North St. to E. 14th St.
Coolidge St.	North	From International Blvd. to E. 25th St.
Eagle Dr.	Both	From Price Rd. in front on the new high school building and looping around to intersect again with Price Rd.
Elizabeth St.	N.W.	Between N.W. 5th St. and N.W. 6th St. on the N.E. side of the street
Elizabeth St., W.	Both	Between W. 1st St. and Palm Blvd.
Frontage Rd., N.	Both	Between Old Alice Rd. and Brownsville Rd.
Frontage Rd., S.	Both	Between Soto Dr. and Brownsville Rd.
Fronton St., E.	South	From E. 11th St. to E. 12th St.
Fronton St., S.E.	N.E.	From Palm Blvd. to S.E. 11th St.
Gorgas Dr.	S.E.	From May St. to East Elizabeth St.
Gorgas Dr.	Both	From Ringgold Rd. to May St.
Harrison St., E.	Both	From E. 8th St. to E. 10th St.
Harrison St., E.	South	From E. 22nd St. to E. 24th St.
International Blvd.	North	Between E. 14th St. and Coolidge St.
International Blvd.	West	Between E. Elizabeth St. and E. Washington St.
International Blvd.	Both	From E. Monroe St. to Coolidge St.
Kings Highway	Both	Between Robinhood Dr. and Boca Chica Blvd.
Lee St.	N.W.	From Grant St. to Canales School property line
Lincoln St.	N.E.	From McDavitt Blvd. to S.E. 14th St.
Los Ebanos Blvd.	North	El Paso Rd. and East Dr.
Market Square, N.	Both	Between E. 11th St. and E. 12th St.
Market Square, S.	Both	Between E. 11th St. and E. 12 St.
May St.	Both	From International Blvd. to Gorgas Dr.
Mexico St.	Both	From the B and M property line west to its intersection with Palm Blvd.
Morningside Rd.	N.W.	For a distance of 600 ft. to the north from its intersection with Southmost Rd.
McDavitt Blvd.	N.W.	From Lincoln St. to Boca Chica Blvd.
Oak St.	N.W.	From Ash St. to McDavitt Blvd.
Old Alice Rd.	Both	From Boca Chica Blvd. to Stanford Ave.
Old Alice Rd.	Both	From Greenbriar Ave. to Tulane Ave.
Old Alice Rd.	Both	From Tulane Ave. to the Southbound Frontage Rd.
Old Port Isabel Rd.	Both	Between E. Price Rd. and Boca Chica Blvd.
Palm Blvd.	Both	From Fronton St. to Mexico St.
Palm Blvd.	N.W.	From S.E. Fronton St. to Boca Chica Blvd.
Palm Blvd.	S.E.	From S.E. Fronton St. to Boca Chica Blvd.
Paredes Ave.	Both	Zaragoza St. to the intersection of North Frontage Rd.
Paredes Line Rd.	Both	Between Coffee Port Rd. and Los Ebanos Blvd.
Price Rd.	Both	From its intersection with the North Frontage Rd. to Expressway 77-893 to its intersection with Old Port Isabel Rd.
Price Road, W.	Both	Between Central Blvd. and U.S. 77/83 Expressway
Ridgely Road	South	From International Blvd. to Ringgold Rd.

Ridgely Road	North	From E. 17th St. to International Blvd.
Ringgold St.	North	From International Blvd. to E. 17th St.
Ringgold St., S.E.	Both	From S.E. 6th St. to Belevedere Dr.
Robinhood Dr.	Both	From Old Port Isabel Road to Alan-A-Dale
Roosevelt St.	Both	From E. 13th St. to E. 14th St.
Russell Ave.	N.W.	From Lakeside Dr. to Boca Chica Blvd.
Shidler and Rentfro	S.E.	From Rockwell Ave. to Hipp Ave.
Southmost Road, S.E.	Both	From International Blvd. (FM 1419) to Esperanza Road to S. Billy Mitchell
Van Buren St., E.	North	From E. 22nd St. to E. 24th St.
Washington St., E.	South	E. 14th St. to International Blvd.
Woodruff Ave.	Both sides	Between S. frontage Rd. and Greenbriar Ave.
Woodruff Ave.	N.W.	From Greenbriar Ave. to Los Ebanos Blvd.

Sec. 98-300. Parking at City Hall

(a) It shall be unlawful for any person in charge of any vehicle to park or leave the vehicle unattended in the alley situated between Southeast Elizabeth Street and Southeast Washington Street, where it abuts t City Hall(b) Except as provided in this section, it shall be unlawful for any person in charge of a vehicle to park the vehicle on the southeast side of Southeast 10th Street in the city, from Southeast Elizabeth Street to the alley situated between Southeast Elizabeth Street and Southeast Washington Street, and one parking space on the north side of such alley.

(c) There shall be designated parking spaces for all city commission members alongside City Hall on 10th street between Elizabeth and Washington streets. These designated spaces may be used by other appointed board and commission members when not in conflict with a city commission meeting and when said members are at City Hall for their respective meetings, and as approved by the city manager or designee.

Sec. 98-301. Parking time limited on certain streets.

Whenever and wherever the congestion of traffic, the frequency of passage of vehicles or pedestrians or both, the direction of the flow of traffic, the dimensions of the streets are such that the city manager or designee finds it to be necessary for the free flow and the expeditious handling of traffic and the safety of person and property, such authorization determines and allocates parking time limits between the hours of 7:00 a.m. to 6:00 p.m. on any day except Sundays and public holidays designated by the city commission within that portion of the city zoned other than residential and not within a meter zone.

Sec. 98-302. Parking signs required.

Whenever by this division or any city ordinance any parking time limit is imposed or parking is prohibited on designated streets, it shall be the duty of the city manager or designee to erect appropriate signs giving notice thereof, and no such regulations shall be effective unless such signs are erected and in place at the time of any alleged offense.

Secs. 98-303—98-330. Reserved.

DIVISION 5. LOADING AND UNLOADING

Sec. 98-331. Designation of 15-minute loading and unloading zones.

The city manager or designee, subject to the approval of the city commission, is authorized to determine the location of passenger, freight, and curb-side loading and unloading zones and shall place and maintain appropriate signs indicating said zones.

Sec. 98-332. Use of 15-minute loading and unloading zones.

(a) It shall be unlawful for any operator of a passenger or commercial vehicle to stand or park a vehicle in a loading zone for the purpose of loading or unloading passengers or for the purpose of curbside or in-store pickup for a period no more than fifteen minutes.

(b) The use of loading and unloading zones shall be for handling of heavy or bulky merchandise, supplies, and materials as well as for curb-side pickup. All such loading and unloading must be performed in an expeditious manner. No vehicle may remain in a loading and unloading zone longer than necessary to expeditiously load or unload the vehicle or while the operator thereof is engaged otherwise related to the loading and unloading of the vehicle, or for curbside or in-store pickup.

(c) Any vehicle parked unlawfully in the loading and unloading zones will be subject to being towed pursuant to the notice of said enforcement located on the signs at said locations.

Sec. 98-333. Designation of public carrier stops and stands.

The city manager or designee is authorized and required to establish bus stops, bus stands, taxicab stands and stands for other passenger common carrier motor vehicles on such public streets in such places and in such number as determined to be of the greatest benefit and convenience to the public. Every such bus stop, bus stand, taxicab stand, or other stand shall be designated by appropriate signs.

Sec. 98-334. Stopping, standing, and parking of buses and taxicabs.

(a) The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stand so designated as provided in this division.

(b) The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop, bus stand or passenger loading zone so designated as provided in this division, except in an emergency.

(c) The operator of a bus shall enter a bus stop, bus stand or passenger loading zone on a public street in such a manner that the bus, when stopped to load or unload passengers or baggage, shall be in a position with the right front wheel of such vehicle not further than 18 inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(d) The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as provided in this section. This subsection shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.

Sec. 98-335. Restricted use of bus and taxicab stands.

No person shall stop, stand, or park a vehicle, other than a bus in a bus stop or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed. However, the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in

loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

Secs. 98-336—98-360. Reserved.

DIVISION 6. PARKING PAY STATIONS

Sec. 98-361. Applicability.

This division applies every day of the week between the hours of 8:00 a.m. through 7:00 p.m. , except as to the following:

((1) Use of parking spaces for loading and unloading as provided in section 98-3332;

(2) Parking over length vehicles and vehicles with trailers attached thereto, as provided in section 98-377;

(3) Parking of vehicles in parking spaces designated for the post office;

(4) Parking spaces designated for city commission;

(5) Vehicles exempted under section 98-163; and

(5) Parking spaces designated as handicap.

Sec. 98-362. Standard of time.

All hours of time mentioned in this division refer to and shall be determined by Central Standard Time, as commonly known, except when another standard of time is established or proclaimed by law for an area, including the city, in which case all such hours shall be determined by such officially established or proclaimed standard, so long as the standard remains in effect.

Sec. 98-363. Designation of parking pay station spaces and loading zones.

(a) In any parking pay station zone authorized under this division, the city manager or designee is authorized to create parking spaces and loading and unloading zones to be designated and maintained in parking pay station zones. The city commission may authorize from time to time in accordance with this division.

(b) All spaces for parking vehicles shall be laid out at an angle of approximately 60 degrees to the curb or parallel to the curb, for diagonal or parallel parking, respectively, and shall be designated by lines marked by paint or ceramic buttons on the surface of the street and shall be laid out as one parking pay station space.

(c) Loading and unloading zones for handling of passengers, heavy bulky merchandise, supplies and materials, and curbside and in-store pickup shall be laid out and designated by yellow-colored lines by paint or marked with ceramic buttons on the surface of the street and/or curb.

Sec. 98-364. Lengths of time and rates charged for parking at pay station spaces.

Parking a vehicle in a parking pay station space and the amounts of money charged for such length, respectively, for using parking spaces are established at the discretion of the city commission and are located in the city's master fee schedule.

(1) Employees and/or owners parking shall be designated separate from their customer parking. Employees and/or owners will have access to city parking lots location on St. Charles, Adams St. and Jefferson St. as described by Exhibit "A".

Sec. 98-365. Deposit of legal tender.

(a) When any vehicle is parked in any legal parking space which is a metered space, the owner, operator, manager or driver of such vehicle shall, upon entering such parking space, immediately make the specified payment in the pay station by using either legal tender of the United States or by using a credit card, debit card, smart card or token, prepaid account or other electronic means as is acceptable to the particular device being used to regulate such parking space. Upon making such payment, the metered space regulated by the device to which payment was made may be used by such vehicle during the parking limit provided, for the part of the street in which the parking space is located.

(b) If the vehicle shall remain parked in any parking space beyond the parking time limit for which such deposited legal tender, the Pay Station shall display a sign or signal showing illegal parking. Such vehicle shall be considered as parked overtime and beyond the period of time fixed by this division. Such parking of a vehicle shall be a violation of this division, punishable as provided herein.

Sec. 98-366. Parking meter zones established.

The following described parts of streets and other property in the city are established as parking pay station zones:

Street	Side	Extent
Levee Street	Both	From East 6th St. to E. 13th St.
Washington Street	Both	From East 6th St. to International Blvd.
Elizabeth Street	Both	From East 6th St to Gorgas Dr.
Elizabeth Street	South	From Palm Blvd. to West 2nd St.
Elizabeth Street	South	From East 2nd St. to East 3rd St.
Adams Street	Both	From East 9th St. to International Blvd.
St. Charles Street	Both	From East 7Th St. to East 12th St.
East 8Th Street	Both	From St. Charles St. to Adams St.
East 9th Street	Both	From St. Charles St. to Adams St.
East 10th Street	East	From Madison St. to St. Charles St.
East 10th Street	West	From Madison St. to Jefferson St.
East 11th Street	Both	From St. Charles St. to Madison St.
East 11th Street	West	From Jefferson St. to Madison St.
East 11th Street	West	From St. Francis to St. Charles
East 11th Street	Both	From St. Charles St. to Jefferson St.
Not including East 11th St. between East Washington St. and East Adams St. which is a no parking zone.		
1st Street	West	From Elizabeth St. to Levee St.
International Boulevard	Both	East Elizabeth St. and Jefferson St.
Jefferson Street	East	From East 10th St. and International Blvd.
Jefferson Street	Both	From 14th St. to 15th St.
St. Francis Street	Both	From Sam Pearl to 11th St.
Taylor Avenue	North	From May and East Elizabeth St.
Madison Street	Both	From 9th St. to 16th St.

Not including:
a. between 9th and 10th Streets only that portion which lies 200 feet west of 10th Street;
b. between 10th and 11th Streets only that portion on the south side;
c. between 11th and 12th Streets on both sides;
d. between 12th and 13th Streets only that portion on the south side;
e. between 13th and 14th Streets only that portion on the north side;
f. between 14th and 15th Streets only that portion on the South Side; and
g. between 15th and 16th Streets only that portion on the South Side.
Lots 2, 3, 4, 5, 6, 10, 11, 12, block 85, 86, 90, 96, Original Townsite of Brownsville

Sec. 98-367. Installation, operation, and maintenance of Pay Stations.

(a) The city manager or designee are authorized to install, operate, and maintain parking pay stations at their discretion. The - city manager or designee from time to time shall provide for the regulation, control, operation, and maintenance of such parking pay stations in full workable condition.

(b) Parking pay stations shall be placed in designated parking zones. Each Parking Pay Station shall display a signal showing whether the parking space is legally in use and the time purchased. Pay Stations shall also indicate when time has expired.

(c) The city manager or designee may establish parking pay stations along public street right-of-ways and on parking lots owned and controlled by the city.

(d) A parking pay station must:

(1) be installed on or near the same City block or at the same City-owned or controlled parking lots or facilities as the paid parking space or paid parking zone it monitors;

(2) indicate the maximum uninterrupted time a vehicle may remain parked within the paid parking space or the paid parking zone during any parking occasion; and

(3) either:

(a) measure and store the amount of time a vehicle may remain legally parked after the deposit of payment; or

(b)issue a receipt that indicates the amount of time a vehicle may remain legally parked after the deposit of payment.

(e) A parking meter or a parking pay station shall indicate the hours and days that paid parking time limits are in effect.

(f) A parking pay station shall indicate the amount of the fee for parking a vehicle.

(g) The city manager or designee shall equip parking pay stations to accept coins in denominations appropriate to pay the fee for parking a vehicle.

Sec. 98-368. Report of violations.

(a) It shall be the duty of the parking enforcement officers or police officers to report the following:

(1) The number of each parking pay station which indicates that the vehicle occupying the parking space is or has been parked in violation of any of the sections of this division.

(2) The name of the state and number of the license plate, if any, attached to such vehicle.

(3) The length of time during which such vehicle is parked in violation of any of the sections of this division and to the extent the meter shows the time of over parking.

(4) Any other fact or knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(b) Each officer shall attach to such vehicle a citation to the owner that such vehicle has been parked in violation of this division and instructing the owner to report to the municipal court to arrange a court hearing or make payment of the fine indicated on the parking violation citation. Citations shall become delinquent after 30 days.

Sec. 98-369. Overtime parking.

It shall be unlawful for any operator of a vehicle in their possession or control to remain in any parking space while the meter is displaying a signal that vehicle has been parked beyond the period of time paid for. Each half-hour period that a vehicle remains standing at a parking meter showing an expired signal shall constitute a separate offense.

Sec. 98-370. Evidence of illegal parking.

The display of an expired meter shall be prima facie evidence that the vehicle has been parked overtime. The person in whose name a vehicle unlawfully parked is registered shall be presumed to be the operator of such vehicle at the time the vehicle was illegally parked, but he/she shall have the right to overcome such presumption by lawful evidence in any proceeding involving such violation.

Sec. 98-371. Parking in no parking zone.

It shall be unlawful for any operator in charge or control of any vehicle to park the vehicle in any no parking zone.

Sec. 98-372. Parking other than wholly within lines or marks on street surface.

It shall be unlawful and an offense to park any vehicle across lines designating parking spots.

Sec. 98-373. Defacing or destruction of meters.

It shall be unlawful and an offense for any person to deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking meter installed under this division.

Sec. 98-374. Deposit of fraudulent legal tender.

It shall be unlawful and an offense for any person to deposit in any parking meter any fraudulent legal tender, device, or substitute for the lawful legal tender of the United States required by this division.

Sec. 98-375. Use of metered parking spaces for loading and unloading.

(a) It shall be unlawful for any operator of a vehicle to stop or park the vehicle in a metered parking space for the purpose of loading and/or unloading of merchandise, supplies, and materials, except where the place of business where such merchandise, etc., is to be loaded or unloaded does not have either:

(1) A usable entrance from an adjoining alley; or

(2) An officially designated loading zone on that part of the street adjacent to such place of business the operator of a vehicle may without making deposit in meter or meters, use not to exceed two parking spaces for loading, unloading, construction as such items named above, and give or secure delivery receipt therefore.

(b) Where there is neither a usable entrance to a place of business from an alley nor any officially designated loading zone on that part of the street adjacent to a place of business, the operator of a vehicle uses two parking spaces without depositing legal tender. However, it shall be unlawful for any operator to use more than two parking spaces for such loading or unloading or for a longer time than necessary to expeditiously load or unload such merchandise, etc., and give or secure a delivery receipt therefore.

Sec. 98-376. Vending in meter zone prohibited.

It shall be unlawful for any person to park any vehicle in a parking pay station zone for the purpose of selling or displaying for sale goods or merchandise of any character.

Sec. 98-377. Length of trailered vehicles restricted.

It shall be unlawful for any operator in charge or control of any vehicle which has an overall length of 19 feet or more or of any vehicle having a trailer attached thereto to park the vehicle in any parking meter space. However, this section shall not prohibit the parking of a motor truck for the purpose of loading or unloading, which is expressly permitted under section 98-375.

Sec. 98-378. Downtown parking permits.

The city manager or designee will issue parking permits or placards for a $60.00 monthly fee for downtown business owners and renters as well as downtown residents. The permit or placard will only be valid in city lots demonstrated in Exhibit "B." Conditions for city lot parking permits or placards are:

(1) Each business owner or renter may apply for a maximum of three permits;

(2) Business owners and renters must show proof of current ownership or lease of a downtown business or residence;

(3) Spaces may not be used for commercial use or subleased;

(4) Unutilized spaces may be revoked by discretion of city manager or designee; and

(5) No soliciting in city parking lots.

If found in violation of any conditions the permit holder may be declined a parking permit or placard and could be subject to loss of contract privileges with the city related to downtown parking.

Secs. 98-379—98-440. Reserved.

ARTICLE VI. TRUCK ROUTES

Sec. 98-441. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial motor vehicle means any motor vehicle, other than a motorcycle, designed or used for the transportation of property, including every vehicle used for delivery purposes.

Deviating truck means a truck which leaves and departs from a truck route while traveling inside the city.

Motor vehicle means a vehicle, as defined in this section, which is self-propelled, except city-owned buses.

Semitrailer means every vehicle of the trailer type so designed or used in conjunction with a motor vehicle that some part of its own load rests upon or is carried by another motor vehicle.

Trailer means every vehicle without motive power designed or used for carrying property or passengers wholly on its own structure and to be drawn by a motor vehicle.

Truck means any and all truck tractors, van trailers, semitrailers, house trailers, and/or any vehicle designed or operated for the transportation of property, whose body weight or whose rated or licensed combined body load weight exceeds 17,000 pounds (8½ tons), except city-owned buses.

Truck route means a way over certain streets, as designated in this article, over and along which trucks coming into and going out of the city must operate.

Truck tractor means every motor vehicle designed or used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Vehicle means every mechanical device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, including motor vehicles, commercial motor vehicles, truck tractors, trailers, and semitrailers severally, as defined in this section, but excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Sec. 98-442. Applicability.

No trucks within the city shall be operated on streets which are not truck routes as established in this article or shall be operated on streets within the city which have signs posted by the director of traffic which prohibit truck travel thereon.

Sec. 98-443. Authority to designate.

The chief of police and the director of the department of traffic are authorized to determine and designate truck routes in the city and to determine the route trucks shall take in passing through the city. They shall cause to be erected signs at every such place where a sign is required.

Sec. 98-444. Maps.

The city secretary shall keep and maintain accurate maps setting out truck routes and streets upon which truck traffic is permitted. The maps shall be kept on file in the office of the city secretary and shall be available to the public.

Sec. 98-445. Posting of signs.

The chief of police shall cause all truck routes to be clearly signposted to give notice of this article. All city streets shall be designated as nontruck routes unless otherwise posted.

Sec. 98-446. Streets not posted with signs.

No person shall be charged with violating this article because of operating a truck upon a street wherein truck travel is prohibited, unless appropriate signs are posted on such street for truck routes as per section 98-445. Nontruck routes are designated but should not have to be signed for enforcement.

Sec. 98-447. Designated.

Pursuant to this article, the following streets or portions of streets are designated as truck routes:

Street	Extent
Boca Chica Blvd.	From Military Hwy. to the east city limits line
Central Blvd.	From the north city limits line to Boca Chica Blvd.
Elizabeth St.	From its intersection with Palm Blvd. to its intersection with W. 8th St.

Frontage Rd., N.	From its intersection with International Blvd. to its intersection with S.E. 6th St.
Fronton St.	From Palm Blvd. to S.E. 12th St.
International Blvd.	From Elizabeth St. to S.E. 14th St.
Jackson St.	From International Blvd. to S.E. 23rd St.
Levee Street	From S.E. 7th St. to S.E. 10th St.
Lincoln St.	From S.E. 7th St. to S.E. 14th St.
Mexico Blvd.	From Brownsville and Matamoros International Bridge to Palm Blvd.
Old Port Isabel Rd.	From the north city limits line to Boca Chica Blvd.
Palm Blvd.	From its intersection with Mexico Blvd. to its intersection with Elizabeth St.
Paredes Line Rd.	From the north city limits line to S.E. 7th St.
Roosevelt St.	From S.E. 14th St. to S.E. 13th St.
St. Charles St.	From its intersection with S.E. 13th St. to its intersection with Palm Blvd.
St. Francis St.	From its intersection with S.E. 12th St. to its intersection with Palm Blvd.
Sam Perl Blvd.	From S.E. Levee St. to Mexico Blvd.
Southmost Rd.	From S.E. 14th St. to the southeast city limits line
Washington St.	Between International Blvd. and E. 14th St.
6th St., S.E.	From its intersection with Ebony Ave. to its intersection with S.E. Fronton St.
7th St., S.E.	From Paredes Line Rd. to Fronton St.
10th Street, S.E.	From its intersection at alley between Levee St. and Elizabeth St. to its intersection at Levee St.
11th St., S.E.	From its intersection with S.E. Fronton St. to its intersection with S.E. St. Charles St.
13th St., S.E.	From Levee St. to Roosevelt St.
14th St.	From International Blvd. to north city limits line
Alley between Elizabeth St. and Washington St.	From S.E. 7th St. to S.E. 11th St.
	From S.E. 12th St. to International Blvd.
	From East 12th St. to East 6th St.
Alley between Levee St. and Elizabeth St.	From S.E. 8th St. to S.E. 9th St.
Alley between Levee St. and Elizabeth St.	From S.E. 10th St. to International Blvd.
Alley between Levee St. and St. Charles St.	From S.E. 7th St. to S.E. 11th St.
Alley between St. Francis St. and St. Charles St.	From S.E. 7th St. to S.E. 11th St.

Sec. 98-448. Weigh-in.

The chief of police and city police officers shall have the authority to require the person driving or in control of any commercial vehicle not proceeding over a truck route or street over which truck traffic is permitted to proceed to any public or private scale available for the purpose of weighing and determining whether this article has been complied with. Such person's failure or refusal to proceed as required shall be deemed a misdemeanor.

Sec. 98-449. Weights and loads of vehicles; penalties; weighing of vehicles.

(a) *Operation restricted.* Except as otherwise provided by law, no person may drive, operate, or move nor may the owner cause or permit to be driven, operated, or moved, on any highway within the city:

(1) Any vehicle of a size or weight exceeding the limitations stated in this article;

(2) Any vehicle which is not constructed or equipped as required by this article; or

(3) Transport on any vehicle any load exceeding the dimensions or weight prescribed in this article.

(b) *Weight of load.* Except as otherwise provided by law, no commercial motor vehicle, truck tractor, trailer, or semitrailer nor any combination of such vehicles shall be operated over, on, or upon the public highways within the city, having a weight in excess of one or more of the following limitations:

(1) No such vehicle or combination of vehicles shall have a greater weight than 20,000 pounds carried on any one axle, including all enforcement tolerances; with tandem axle weight in excess of 34,000 pounds, including all enforcement tolerances; or with an overall gross weight on a group of two or more consecutive axles produced by application of the following formula:

$W = 500$	$\frac{(LN + 12N + 36)}{(N - 1)}$

Where:

W	=	Overall gross weight on any group of two or more consecutive axles to the nearest 500 pounds
N	=	Number of axles in group under consideration

However, two consecutive sets of tandem axles may carry a gross load of 34,000 grounds each, providing the overall distance between the first and last axles of such consecutive sets of tandem axles is 36 feet or more, provided that such overall gross weight may not exceed 80,000 pounds, including all enforcement tolerances.

(2) No such vehicle or combination of vehicles shall have a greater weight than 600 pounds per inch width of tire upon any wheel concentrated upon the surface of the highway and using high-pressure tires, and a greater weight than 650 pounds per inch width of tire upon any wheel concentrated upon the surface of the highway and using low-pressure tires, and no wheel shall carry a load in excess of a 16,000 pounds on high-pressure tires and 20,000 pounds on low-pressure tires.

(3) In this subsection, an axle load is defined as the total load transmitted to the road by all wheels whose centers may be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle. Tandem axle group is defined as two or more axles spaced 40 inches or more apart from center to center having at least one common point of weight suspension.

(c) *Penalties.* Penalties for violation of this section are as follow:

(1) It shall be unlawful and constitute a misdemeanor for any person to drive, operate or move or for the owner to cause or permit to be driven, operated or moved, on any such highway or road, any vehicle or combination of vehicles which in any respect exceeds the maximum axle or wheel loads fixed for any such highway or road by the city commission in accordance with this section. Any person who commits the violation set out in this section shall, upon conviction, be subject to and punished by a fine not to exceed $200.00.

(2) It shall be unlawful and constitute a misdemeanor for any person to violate any of the sections of this article. Any person who violates any section of this article shall, upon conviction, be punished by a fine of not more than $200.00.

(d) *Weighing of loaded vehicles.* The procedures for weighing of loaded vehicles by the police department are as follow:

(1) Any weight inspector of the police department, having reason to believe that the gross weight or axle load of a loaded motor vehicle is unlawful, is authorized to weigh the vehicle by means of portable or stationary scales furnished or approved by the department of public safety or cause the vehicle to be weighed by any public weigher and to require that such vehicle be driven to the nearest available scales for the purpose of weighing. If the gross weight of such vehicle is found to exceed the maximum gross weight authorized by law, plus a tolerance allowance of five percent of the gross weight authorized by law, such license and weight inspector shall demand and require the operator or owner of such motor vehicle to unload such portion of the load as may be necessary to decrease the gross weight of such vehicle to the maximum authorized by law plus such tolerance allowance. Such operator or owner shall forthwith unload such vehicle to the extent necessary to reduce the gross weight thereof to such lawful maximum, and such vehicle may not be operated further over the public highways or roads of the city until the gross weight of such vehicle has been reduced to a weight not in excess of the maximum limit plus such tolerance allowance. If the axle load of any such vehicle is found to exceed the maximum authorized by law, plus a tolerance allowance of five percent of the axle load authorized by law, such officer shall demand and require the operator or owner thereof to rearrange his cargo, if possible, to bring such vehicle and load within the maximum axle load authorized by law. If this cannot be done by rearrangement of the cargo, such portion of the load as may be necessary to decrease the axle load to the maximum authorized by law plus tolerance allowance shall be unloaded before such vehicle may be operated further over the public highways or roads of the city. However, if such load consists of livestock, such operator shall be permitted to proceed to his destination without being unloaded, provided the destination is within the state.

(2) It shall be unlawful for any of the persons, officers or deputies authorized to enforce the weighing and unloading sections of this article to accept or agree to accept any gift, emolument, money or thing of value, privilege or the promise of either from any person or the officers, agents, servants, or employees thereof as an inducement to enforce or attempt to enforce the weighing and unloading sections of this article. Any person who violates this article shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed $200.00.

Sec. 98-450. Exceptions.

This article shall not prohibit the following:

(1) *Operation on street of destination.* The operation of trucks upon any street where necessary to the conduct of business at a destination point, provided streets upon which such traffic is permitted are used until reaching the intersection nearest the destination point.

(2) *Detoured trucks.* The operation of trucks upon any officially established detour when such truck could lawfully be operated upon the street for which such detour is established.

Sec. 98-451. Trucks originating outside city.

(a) *One inside destination point.* Every truck entering the city for a destination point in the city shall proceed only over one of the streets designated for truck traffic and shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to the destination point. Upon leaving the destination point, a deviating truck shall return to the truck route by the shortest permissible route.

(b) *Multiple inside destination points.* Every truck entering the city for multiple destination points shall proceed only over one of the streets designated for truck traffic and shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to the first destination point. Upon leaving the first destination point, a deviating truck shall proceed to other destination points by the shortest direction and only upon streets upon which such traffic is permitted. Upon leaving the last destination point, a deviating truck shall return to the truck route by the shortest permissible route.

Sec. 98-452. Trucks originating inside city.

(a) *Outside destination point.* Every truck on a trip originating in the city and traveling in the city for a destination point outside the city shall proceed by the shortest direction and only upon streets over which such traffic is permitted to a truck route as established in this article.

(b) *Inside destination points.* Every truck on a trip originating in the city and traveling in the city for destination points in the city shall proceed only over streets upon which such traffic is permitted.

Secs. 98-453—98-480. Reserved.

ARTICLE VII. PARADES AND PROCESSIONS

Sec. 98-481. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Parade means the concerted movement of a body of persons, equestrians, or vehicles, in something approximating military order, over the city streets, sidewalks or public ways.

Sec. 98-482. Exceptions.

This article shall not apply to movements of the military forces of the United States of America or of the state nor to the funeral procession being held as a part of the burial services of a human body.

Sec. 98-483. Permit required.

All parades within the city are expressly prohibited unless a permit for the parade shall have been first had and obtained in conformity with this article.

Sec. 98-484. Application for permit.

Any person or group of persons desiring to engage in or conduct a parade in the city shall make application in writing to the chief of police not less than two hours before the time for holding the proposed parade. The person or group shall state in the application the following:

(1) The probable number of persons, animals, and vehicles to be used in the parade;

(2) The object, time, and route of the parade; and

(3) The names of the persons to be in charge thereof.

Sec. 98-485. Permit issuance.

Upon application for a parade permit, the chief of police shall, without fee or charge, issue a permit or license for such parade unless a permit is refused based on health, safety, or general welfare for such proposed parade under this article, in which event he shall refuse the issuance of such permit to the applicant therefor.

Sec. 98-486. Change of route.

The chief of police is authorized to make such change in the route of any proposed parade as he may deem proper and necessary in averting breach of the peace, public disorder, or traffic congestion within the city.

Sec. 98-487. Driving through procession.

It shall be unlawful for the driver of any vehicle to drive between vehicles comprising a funeral or other authorized parade procession while they are in motion, provided that such vehicles are conspicuously so designated. This shall not apply to intersections where traffic is controlled by traffic control signals or police officers.

Sec. 98-488. Disruption.

It shall be unlawful for any vehicle or person to interrupt, enter or otherwise disrupt the free movement of a parade or procession unless specifically directed to do so by an official law enforcement officer.

INTRODUCED at a **PUBLIC HEARING** and **FIRST READING** on the 1st day of August 2023.

PASSED, **APPROVED** and **ADOPTED** on the 15th day of August 2023.

_____
John Cowen, Jr., Mayor

ATTEST:

_____
Yolanda Galarza- Gomez, City Secretary

APPROVED AS TO FORM:

_____
Office of the City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2022-235.102**, to amend the Unified Development Code (UDC), Sec. 5.3 - Signs, and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
Sign regulations that are currently in place are intended to prevent visual clutter that is not harmful to automotive and pedestrian safety, property values, and the appearance of the city, while maintaining the effectiveness of signs as a visual medium. However, based on analysis of existing signage throughout the City and recent sign applications, staff have found that provisions within the mentioned ordinance should be more adequately tailored.

Project Scope and Analysis:
To provide some background, staff would like to point out the original version of the proposed amendment to the sign ordinance was presented on November 3, 2022. At this meeting, the Planning Department staff were given direction to include additional changes. Therefore, staff is now presenting an updated version of the proposed amendment by incorporating a new sign type (billboards) within the "permitted sign" section. Additionally, this amendment will adjust the height limitations for the various types of signs outlined in the UDC and will expand the list of zoning districts in which these are allowed.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no opposition at the Planning and Zoning Commission meeting on May 4, 2023. The Planning and Zoning Commission recommends approval of Ordinance Number 2022-235.102.

The item was supported by the City Commission when presented as a Work Session Item on May 16, 2023.

On June 6, 2023, the Commission approved the subject item at 1st Reading; however, it was requested for the item to be brought back on July 11, 2023, to review the sign inventory data collected by staff.

On June 11, 2023, the Commission requested additional sign spacing analysis.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder UDC Sign Ord. 2022-235.102 updated 080123
2. Signs CC -8-1-2023
3. Lamar Suggested Billboard Regulations

ORDINANCE NO. 2022-235.102

AN ORDINANCE OF THE BROWNSVILLE CITY COMMISSION, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC), ARTICLE 5 – SUPPLEMENTAL REGULATIONS, SECTION 5.3 – SIGNS, BY REPEALING AND REPLACING ESTABLISHED REGULATIONS FOR BILLBOARDS, MONUMENT SIGNS, MULTI-TENANT MONUMENT SIGNS, AND POLE OR PYLON SIGNS; AND DEALING WITH RELATED MATTERS.

WHEREAS, billboards, monument signs, multi-tenant monument signs, and pole or pylon sings, contribute to the economic development of the community; and

WHEREAS, the City Commission of the City of Brownsville encourages the operation of a competitive market for all advertising types; and

WHEREAS, the UDC will continue to be calibrated to reflect community standards regarding economic development and aesthetic goals; and

WHEREAS, this amendment will provide additional flexibility by more accurately identifying permissible districts and locations as well as sign elevations; and

WHEREAS, the outlined regulations shall preserve the function of signs as devices that are intended and located for maximum exposure to drivers, cyclists, and pedestrians; and

WHEREAS, this amendment will protect the public health, safety, and general welfare of the community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE THAT ARTICLE 5 – SUPPLEMENTAL REGULATIONS, SECTION 5.3 – SIGNS, OF THE UNIFIED DEVELOPMENT CODE (UDC) IS HEREBY AMENDED, BY REPEALING AND REPLACING ESTABLISHED REGULATIONS FOR BILLBOARDS, MONUMENT SIGNS, MULTI-TENANT MONUMENT SIGNS, AND POLE OR PYLON SIGNS.

IT IS ORDAINED BY THE CITY OF BROWNSVILLE THAT IN THE EVENT OF ANY CONFLICTS BETWEEN THIS NEWLY ADOPTED UNIFIED DEVELOPMENT CODE AND OTHER ORDINANCES INVOLVING THE SAME SUBJECTMATTER, THIS UNIFIED DEVELOPMENT CODE SHALL GOVERN.

IT IS FURTHER ORDAINED THAT THE CODE OF ORDINANCES AS HEREIN AMENDED READS AS FOLLOWS:

PART I. That Subsection 5.3.4.A – Prohibited Signs of the Unified Development Code, City of Brownsville, be amended by repealing Sign Type #5 – Billboard.

PART II. That Subsection 5.3.4.C.3.b – Monument Sign, of the Unified Development Code, City of Brownsville, is hereby repealed and replaced, to read as follows:

Incorporated text

Existing provisions combined from the Monument Sign and Multi-Tenant Monument Sign subsections

Sub-Sec. 5.3.4.C.3.b – Monument or Multi-Tenant Monument Sign

Definition

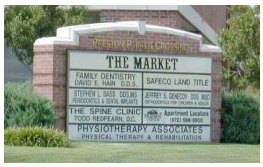
A permanent sign with one or multiple tenant panels per face, professionally constructed and installed, made of a durable, weather-resistant product such as brick, stone, metal, acrylic. Monument or Multi-Tenant Monument Signs are freestanding structures with a concrete footing and base that extends across the entire width of the sign.

Permitted Districts

All zoning districts

Figure 5.3-9. Acceptable









Supplemental Standards

The entire sign must sit a minimum of 10 feet from any public Right-of-Way and outside any easement.

The sign must display the address or address range of each building on the lot or development.

Signs in RE, R-1, and R-2 districts are allowed only on a platted lot maintained by an HOA.

Alternative Compliance measures shall be approved as regulated by Sub-Sec. 5.3.4.C.2 – Alternative Compliance

Development on multiple lots requires approval of a Master Sign Plan (see 5.3.5B).

Changeable Copy

An electronic message board or changeable message board may be incorporated into the proposed sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with 4.6.7 Lighting and with Texas Department of Transportation regulations. Distance does not apply when an electronic message board or changeable message board serves a residential subdivision and is approved by an HOA.

Method of Measurement



Monument Signs: Square footage within the primary sign area.



Multi-Tenant Monument Signs: Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.

Note: up to 20% increase to maximum parameters may be administratively approved under Sec. 5.3.5.B.4.f

Maximum Sign Area per Side (max two sides)

Monument Sign: 100 square feet

Multi-Tenant Monument Sign: 700 square feet

Maximum Sign Height

Monument	Multi-Tenant Monument
12 feet on all local streets	12 feet on all local streets
20 feet on collectors and arterials	50 feet on collectors and arterials
50 feet on highway or interstate	85 feet on highway or interstate

Maximum Number of Signs

Monument	One (1) sign per lot or collector/arterial/ highway access drive
Multi-Tenant Monument	One (1) sign per 300 feet of street frontage

Required Spacing

Monument	A minimum of 30 feet between each monument or pole sign base (same or abutting property).
Multi-Tenant Monument	Between signs on the same property: one half (1/2) the length of the longest straight-line diagonal distance between two corners of the property.
	A minimum of 200 feet between each sign base (signage on abutting property).

Acceptable Sign Materials

The cabinet must be constructed of painted or rustproofed metal or concealed by a border of at least three (3) inches of stone, brick, or plaster stucco accent.

The top of the sign must be finished with a cap made of masonry or decorative rustproof or painted bronze or wrought iron.

The base must be completely wrapped in masonry up to a height of at least 10% of the overall height of the sign.

Required Landscaping

Minimum landscaped area of 2 square feet per 1 square feet of sign area abutting the sign base, must be planted with shrubs or native grasses.

Incorporated text

PART III. That Subsection 5.3.4.C.3.c – Multi-Tenant Monument Sign, of the Unified Development Code, City of Brownsville, is hereby repealed and replaced, to read as follows:

Sub-Sec. 5.3.4.C.3.c – Pole or Pylon Sign

Definition

A sign placed on one or more individual poles or pylons for support which, when combined, are narrower than the sign.

Permitted Districts

TN-MU*, TN-C, CC, RC, LI, HI

Note: As identified in the adopted Thoroughfare Plan, pole or pylon signs shall only be permitted along the frontage of highways and major arterials. A pole or pylon sign will not be permitted along local streets or collectors.

Pole or Pylon Signs shall only be permitted along International Boulevard for the **TN-MU zoning district.*

Figure 5.3-10. Acceptable



Sign support wrapped in metal



Sign support wrapped in masonry

Figure 5.3-11. Not Acceptable





Supplemental Standards

The sign must display the address or address range of each building on the lot or development.

The entire sign, including any portion that overhangs the ground, must sit 10 feet from any public Right-of-Way and outside any easement.

Development on multiple lots requires approval of a Master Sign Plan (see **5.3.5B below**).

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Pole or Pylon Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement

Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.



*Note: up to 20% increase to maximum parameters may be administratively approved under **Sec. 5.3.5.B.4.f***

Maximum Sign Area per Side (max two sides)

3 square feet per foot of property frontage

Each property is allowed a sign with a minimum area of 300 square feet but shall not exceed 630 square feet

Maximum Sign Height

Frontage on Highways	85 feet
Frontage on Major Arterials	50 feet

Maximum Number of Signs

One sign per property frontage on a highway or major arterial.

Required Spacing

Between signs on the same property: A distance equal to the minimum driveway separation on the same frontage.

From pole or pylon sign or multi-tenant monument sign on abutting property: Minimum 200 feet

Acceptable Sign Materials

The sign cabinet or structure must be of painted or rustproof metal construction.

The poles or pylons shall be completely wrapped by one or a combination of the following methods:

1. Masonry material consisting of brick, stone, or stucco from grade to a height that is not less than 25% of the overall height of the sign;
2. Painted or rustproofed metal panel with decorative patterns or reveals.

The entire top of the sign must be finished in masonry or painted decorative rustproof or painted metal.

Incorporated text (this section is entirely new)

PART IV. That Subsection 5.3.4.C.3.d – Pole or Pylon Sign, of the Unified Development Code, City of Brownsville, is hereby repealed and replaced, to read as follows:

Sub-Sec. 5.3.4.C.3.d – Billboard Sign

Definition

A sign with one or more individual support poles and a maximum of two sign faces consisting of an opaque vinyl or fabric sign face stretched over a support structure or an electronic message board, including three dimensional signs. A billboard is defined as displaying an off-premises message.

Permitted Districts

AG, TN-C, CC, RC, LI, HI (only along highways and major arterials)

Examples of Billboard Configurations

The following is a list of common billboard configurations (variations may be permitted if overall footprint remains consistent).

- **Personal Billboard:** Area: 32 sq. ft. / Elevation: 12 ft.
- **Junior Poster: Area:** 55 sq. ft. / Elevation: 25 ft.
- **Poster:** Area: 210 sq. ft. / Elevation: 40 ft.
- **Bulletin:** Area: 672 sq. ft. / Elevation: 70 ft.

Figure 5.3-12. Acceptable









Figure 5.3-13. Not Acceptable





To be determined by the City Commission

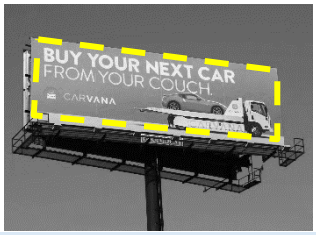
Supplemental Standards

The entire sign, including any portion that overhangs the ground, must sit 10 feet from any public Right-of-Way and outside any easement.

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Billboard Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement



Square footage within the primary sign area.

*Note: up to 20% increase to maximum parameters may be administratively approved under **Sec. 5.3.5.B.4.f***

Minimum Sign Area per Side (max two sides)

32 square feet per side

Maximum Sign Area per Side (max two sides)

700 square feet per side

Maximum Sign Height

75 feet

Maximum Number of Signs

One sign per property frontage on a highway or major arterial.

Required Spacing (measure linearly on same thoroughfare)

- **1 mile:** Small billboards (area of up to 55 square feet and height of up to 25 feet
- **2 miles:** Large billboards (area of up to 700 square feet and height of up to 70 feet

Acceptable Illumination and Sign Materials

The sign cabinet or structure must be of painted or rustproof metal construction.

The sign face may consist of an opaque vinyl or fabric sign face stretched over a support structure.

Billboard Signs may be illuminated by flood lights, inner-illumination, optic fiber, hologram, electronic message board and/or changeable message board (subject to Texas department of Transportation regulations).

INTRODUCED for First Reading on the 6th day of June 2023. **PASSED** on **SECOND** and **FINAL READING** on the 1st day of August 2023.

_____
John Cowen Jr.
Mayor

Attest:

_____
Yolanda Galarza-Gomez
City Secretary

Approved as to form and legality:

_____
Will Trevino
City Attorney

4. Bandit Sign and Snipe Sign



Any unauthorized sign placed in the ground or posted on a utility pole, official sign or support structure, traffic signal or support structure, signal box, fence, wall, barricade, tree, or other fixture in the public right-of-way or on public property. Any sign erected or painted on a tree, rock, or natural feature, or sign placed on a vehicle without the consent of the vehicle owner is considered a Bandit Sign. Temporary Signs, including signs made of corrugated plastic, that do not meet the requirements of 5.3.4B below may also be considered Bandit or Snipe Signs.

5. Billboard



a. A sign typically erected in view of a major thoroughfare or highway and with one or more individual support poles and a sign face consisting of an opaque vinyl or fabric sign face stretched over a support structure or an Electronic Message Board.

b. Relocation of an existing Billboard is allowed under the following conditions:

(i) One (1) relocation permit will be issued for every three (3) Billboards removed.

(ii) The maximum size of the sign face area of a relocated Billboard shall not exceed the average of the three removed signs as viewed from one direction.

(iii) The proposed relocation shall not include areas prohibiting Billboards, including the HP Overlay.

(iv) The sign must meet setback requirements of other ground signs from street right-of-way and other signs. In the event of a conflict between applicable regulations, the strictest applies.

c. Upon receipt of a completed application for relocation meeting these requirements, the Planning Director will present the application for relocation to the City Commission. If approval is granted by a majority vote of the City Commission, appropriate permits will be issued by the Building Official.

Repeal of Sign Type #5: Billboard

Monument Signs and Multi-Tenant Monument Sign Types Have been combined

b. Monument Sign

Definition

A permanent sign with one tenant panel per face, professionally constructed and installed, made of a durable, weather-resistant product such as brick, stone, metal, acrylic. Monument signs are freestanding with a concrete footing and base that extends across the entire width of the sign.

Permitted Districts

All zoning districts

Figure 5.3-9. Acceptable









Supplemental Standards

The entire sign must sit a minimum of 10 feet from any public Right-of-Way and outside any easement.

Monument signs in RE, R-1, and R-2 districts are allowed only on a platted lot maintained by an HOA.

Alternative Compliance 1: A single piece of natural stone with 40 square feet of surface area or less may substitute for the separate sign elements listed in 2.k.

Alternative Compliance 2: V-shaped Monument Sign may be approved if the two faces are within 90 degrees or less and measure 40 square feet or less.

Alternative Compliance 3: A sign may be incorporated into a retaining wall may substitute for a monument sign if the message fits into an area of 40 square feet or less.

Method of Measurement



Maximum Sign Area per Side

40 square feet

Maximum Sign Height

Eight (8) feet from the nearest paved surface.

The maximum height includes the sign base and cap.

Maximum Sign Width

No maximum

Maximum Number of Signs

One (1) sign per lot or arterial street access drive.

Required Spacing

Between signs on the same property: A distance equal to the minimum required spacing between driveways.

From monument sign or pole sign on abutting property: Minimum thirty (30) feet between each sign base.

Acceptable Sign Materials

The cabinet must be constructed of painted or rustproofed metal or concealed by a border of at least three (3) inches of stone, brick, or plaster stucco.

The sign must include at least one (1) of the following:

1. A masonry or decorative rustproof or painted bronze or wrought iron cap at least 3 inches in height; or
2. A masonry base at least twelve (12) inches high.

Required Landscaping

Minimum landscaped area of 2 square feet per 1 square feet of sign area abutting the sign base, to include at least one shrub per 20 square feet of required landscape area.

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Monument Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting**.

Monument Signs and Multi-Tenant Monument Sign Types Have been combined. Subsection C - Multi-Tenant Monument Signs was left vacant as a result of the combination. This vacant Subsection was used to relocate the "Pole or Pylon Sign" type.

c. Multi-Tenant Monument Sign

Definition

A permanent sign with multiple tenant panels per face, professionally constructed and installed, made of a durable, weather-resistant product such as brick, stone, metal, acrylic. Monument signs are freestanding structures with a concrete footing and base extending across the entire width of the sign.

Permitted Districts

TN-MU, TN-C, DT-E, DT-G, CC, RC, LI, HI

Figure 5.3-10. Acceptable





Figure 5.3-11. Not Acceptable



More than eight panels

Supplemental Standards

The sign must display the address or address range of each building on the lot or development

The Sign may include no more than eight (8) panels

The entire sign must sit ten (10) feet from any public Right-of-Way and outside any easement.

Development on multiple lots requires approval of a Master Sign Plan (see **5.3.5B**).

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Monument Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement

Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.



Maximum Sign Area per Side (max two sides)

3 square feet for each linear foot of street frontage

Each property is allowed a minimum of 100 square feet total sign area and a maximum of 630 square feet total sign area

Maximum Sign Height	Maximum Sign Width
50 feet on a major arterial 85 feet on a highway or interstate frontage	No Maximum

Maximum Number of Signs

One sign per 300 feet of street frontage.

Required Spacing

Between signs on the same property: One half (1/2) the length of the longest straight-line diagonal distance between two corners of the property.

From multi-tenant monument sign on abutting property: Minimum 200 feet between each sign base.

Acceptable Illumination and Sign Materials

The cabinet must be made of metal with a brick, stone, or stucco accent.

The top of the sign must be finished with a cap made of masonry or decorative rustproof or painted bronze or wrought iron.

The base must be completely wrapped in masonry up to a height of at least 10% of the overall height of the sign.

Required Landscaping

Minimum landscaped area of 2 square feet per 1 square foot of sign area must be planted with shrubs or native grasses.

The "Pole or Pylon Sign" type was migrated to vacant Subsection C, leaving Subsection D vacant for a new permitted sign type, "Billboard Signs".

d. Pole or Pylon Sign

Definition

A sign placed on one or more individual poles or pylons for support which, when combined, are narrower than the sign.

Permitted Districts

RC

Figure 5.3-12. Acceptable



Sign support wrapped in metal



Sign support wrapped in masonry

Figure 5.3-13. Not Acceptable





Supplemental Standards

The sign must display the address or address range of each building on the lot or development

The entire sign, including any portion that overhangs the ground, must sit 10 feet from any public Right-of-Way and outside any easement.

Development on multiple lots requires approval of a Master Sign Plan (see **5.3.5B below**).

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Monument Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement

Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.



Maximum Sign Area per Side (max two sides)

3 square feet per foot of property frontage

Each property is allowed is allowed a minimum 300 square foot sign but no sign shall exceed 630 square feet

Maximum Sign Height	Maximum Sign Width
50 feet on major arterial	No Maximum
85 feet on interstate highway	

Maximum Number of Signs

One sign per frontage on a highway or major arterial.

Required Spacing

Between signs on the same property: A distance equal to the minimum driveway separation on the same frontage.

From pole or pylon sign or multi-tenant monument sign on abutting property: Minimum 200 feet

Acceptable Illumination and Sign Materials

The sign cabinet must be painted or rustproof metal construction.

The poles or pylons shall be completely wrapped by one or a combination of the following methods:

1. Masonry material consisting of brick, stone, or stucco from grade to a height that is not less than 25% of the overall height of the sign;
2. Painted or rustproofed metal panel with decorative patterns or reveals

External illumination is prohibited

The entire top of the sign must be finished in masonry or painted decorative rustproof or painted metal.

Ordinance Number 2022-235.102

- Originally Presented to City Commission
  - **December 6, 2022**
- Revised ordinance presented as a Work Session item
  - **May 16, 2023**
- Approved at 1st Reading – June 6, 2023
  - **Sign Inventory – June 7, 2023 - June 23, 2023**
    - Deployment of 10 employees
    - 160+ hours of GIS Development
- Inventory Data presented at City Commission – July 11, 2023

Purpose

- **Establish** a **new framework** for **permissibility**
  - Road Type (Traffic Volume)
  - Zoning District (Land Use Intensity)
  - Sign Type (i.e., Pole/Pylon, Monument, Billboard)

Final Judgement: Billboard Signs

- **Agreement** between the **City of Brownsville** and **Lamar Sign Company**
  - Signed on November 21, 2008
- **Ord. No. 2008-1452-C**
  - Adopted to reflect current regulations
- **COB Implementation:**
  - Beginning of 2009



Billboard Signs: Proposed Provisions



- Removal of **3 for 1** rule
- Billboards are permitted
  - **AG, TN-C, CC, RC, LI, HI** (Highways & Major Thoroughfares – subject to TXDOT regulations)
- **Min. Area:** 32 sq. ft. per side
- **Max Area:** 700 sq. ft. per side
- **Max Elevation:** 75 feet (20% administrative discretion)
- **Max Number of Signs:** One per property frontage on highway/major arterial
- **Spacing** (measured linearly on same thoroughfare)**:**
  - Small Billboards (Personal/Junior Poster): **1 mile**
  - Large Billboards (Poster/Bulletin): **2 mile**
- **Permitted Illumination:** Flood Lights, Inner Illumination, optic fiber, hologram, changeable copy (subject to TXDOT regulations)

Sign Inventory

- Billboard Signs (Off-Premise)
  - 110 Signs
- Pylon Signs (On-Premise)
  - 1,090 Signs
- Total Signage along Major Thoroughfares (Billboard & Pylon)
  - 1,200 Signs

Planning & Zoning Commission Recommendation

- P&Z recommends approval of Ordinance Number 2022-235.102.

Recommendations submitted by Lamar Sign Company
(meeting with Lamar, CM, Legal, Planning, on July 27, 2023)

Suggested Billboard Regulations

All Existing Billboards as of the passage of the ordinance are considered grandfathered.

The City of Brownsville will recognize two types of Billboards and issue permits accordingly. New Billboards and Replacement Billboards.

New Static Billboards:

Designated Billboard Sign Roadways

"A" Roadways

- Includes the roadways of US-77
- Must have a TXDOT permit prior to applying for a City of Brownsville permit
- Sign face cannot exceed 672 square feet in one direction
- Extensions cannot include more than 10 percent of the sign face area
- Requires 3000' spacing measured along one side of the road in each direction from any existing billboard
- Must be zoned HI, LI, RC, CC,

"B" Roadways

- Includes the roadways of International Blvd., Boca Chica Blvd., Padre Island Hwy,
- Ruben M Torres Blvd, Alton Gloor Blvd, Central Blvd, Military Hwy
- Must have a TXDOT permit prior to applying for a City of Brownsville permit
- Sign face cannot exceed 242 square feet in one direction
- No extensions allowed
- Requires 2500' spacing measured along the same side of the road in each direction from any existing billboard.
- Must be zoned HC, LI, RC, CC,

"C" Roadways

- Must have a TXDOT permit prior to applying for a City of Brownsville permit
- Includes all other remaining city TXDOT regulated roadways.
- Sign face cannot exceed 72 square feet facing in one direction
- No extensions allowed
- Requires 2000' spacing in both directions on the same side of the road from any existing billboard.
- Must be zoned HC, LI, RC, CC, TN-C

Replacement Billboards:

Replacement Digital Billboards

- Must meet all TXDOT regulations and a TXDot permit must be obtained.
- Required removal of 3 existing static billboards that have existed for at least three years for 1 new Digital Billboard permit.
- Any new digital Billboard allowed for the three for one conversion cannot exceed the square frontage for the larger of the three billboards removed.
- The total number of digital billboards allowed at one time throughout the City cannot exceed 13 faces.
- Maximum NITS output during daylight hours not to exceed 6500 and not to exceed 500 during night time hours.
- Any digital face can be relocated or replaced on a one for one basis at the current size.

Replacement Static Billboards

- Must meet all TXDOT regulations and a TXDot permit must be obtained
- Requires removal of 3 existing static billboards that have existed for at least one year for 1 new Static Billboard permit.
- Any new Billboard allowed for the three for one conversion cannot exceed the square frontage for the larger of the three billboards removed.

Replacement Condemnation Billboards

- Any Billboard removed from condemnation, eminent domain or any other government taking may be rebuilt on a one for one same size basis.
- Must obtain a TXDOT permit prior to receiving a City of Brownsville permit

Prohibited Roadways and Areas

- HWY 550 and FM 511 shall be consider Scenic Byways and no Billboard are allowed
- No Billboards allowed within the Downtown Historic District

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-108** to set a Public Hearing date for Capital Recovery Fees. (Multimodal Transportation Department)

Summary:
The City Commission of Brownsville, Texas, has proposed a resolution to establish a public hearing date. This hearing, scheduled for September 19, 2023, at 5 pm, will focus on the potential adoption of capital recovery fees for roadway facilities. The resolution also sets an effective date for the implementation of these fees.

Project Scope and Analysis:
The City Commission of Brownsville, Texas, has taken a significant step forward by proposing a resolution aimed at scheduling a crucial public hearing. On the notable date of September 19, 2023, at 5 pm, this public hearing will convene to deliberate on an important matter—the potential adoption of capital recovery fees for roadway facilities. These fees would play a pivotal role in financing and recovering costs related to the maintenance, improvement, and development of essential road infrastructure in the city.

Funding:

Source: n/a

Amount: 0.00

Local Contribution if Applicable: 0.00

Recommendation:
Multimodal Transportation staff recommends approval or proposed Public Hearing Date of September 19, 2023 at 5pm.

Commission Pillar:
Infrastructure, Quality of Life, Government Pillar

Attachments:

1. Resolution Number 2023-108 Public Hearing
2. Presentation Resolution 2023-108

CITY OF BROWNSVILLE, TX
RESOLUTION NO. 2023-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER ADOPTION OF CAPITAL RECOVERY FEES FOR ROADWAY FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of Brownsville has authorized a study to determine whether to adopt land use assumptions, capital improvement plans, and capital recovery fees for roadway facilities in accordance with Texas Local Government Code Chapter 395; and

WHEREAS, the City Commission has previously approved land use assumptions and capital improvements plans for roadway fees; and

WHEREAS, Chapter 395 requires the City Commission to set a public hearing to consider whether to impose capital recovery fees for roadway facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

SECTION 1. That the above recitals are found to be true and correct and they are incorporated herein as findings of the City Commission for all purposes.

SECTION 2. That a public hearing of the City Commission shall be held on September 19, 2023, at 5:00p.m at the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520 for the purpose of considering the adoption and imposition of capital recovery fees for road facilities.

SECTION 3. That notice of the hearing shall be published in one or more newspapers of general circulation in Cameron County, before the 30th day before the date set for the hearing.

SECTION 4. The City Secretary is directed to have notice, as attached hereto, of such public hearing published in the XX newspaper and/or other standard method of public noticing XX, on or before August 11, 2023. The City Secretary is further directed to send notice of hearing by certified mail to any person who has given written notice to the City Secretary requesting notice of such hearing.

SECTION 5. That copies of the Capital Recovery Fee Report shall be available to the public on the Office of the Secretary at City Hall on and after August 11, 2023.

DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, this the 1st of August 2023.

Brownsville City Commission's Resolution to Set Public Hearing for Capital Recovery Fees

Resolution 2023-108

- The City Commission of Brownsville, Texas, has proposed a resolution to establish a public hearing date. This hearing, scheduled for September 19, 2023, at 5 pm, will focus on the potential adoption of capital recovery fees for roadway facilities. The resolution also sets an effective date for the implementation of these fees.



To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Efren Trujillo, Assistant Director, Nalleli Trejo, Grant Program Manager
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-107**, to approve the presentation of the City of Brownsville's Allocation of the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding by the U.S. Department of Housing and Urban Development (HUD) for the 2023-2024 One Year Action Plan. (Grants & Community Development Department)

Summary:
The City of Brownsville, as a U.S. Department of Housing & Urban Development (HUD) Entitlement Community, received a total allocation in the amount of $3,839,303.00 for the 2023-2024 regular funding cycle for the Community Development Block Program ($2,581,603.00), HOME Investment Partnerships ($1,028,249.00), and Emergency Solutions Grant Programs ($229,451.00).

Project Scope and Analysis:
The City of Brownsville, as a U.S. Department of Housing & Urban Development (HUD) Entitlement Community, received an allocation for the 2023-2024 regular funding cycle for the Community Development Block Program, HOME Investment Partnerships, and Emergency Solutions Grant Programs. The Grants & Community Development Department has drafted a One Year Annual Action Plan, delineating the projects proposed within the funding scope, based on public participation and project area eligibility.

Funding:

Source: Community Development Block Grant
HOME INVESTMENT PARTNERSHIPS PROGRAM
Emergency Solutions Grant

Amount: $2,581,603.00
$1,028.249.00

$229,451.00

Local Contribution if Applicable:

Recommendation:
Staff recommends the approval of the City of Brownsville's 2023-2024 One Year Action Plan which includes the allocation of Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding, Resolution Number 2023-107, and related documents.

Commission Pillar:
Governance, Quality of Life

Attachments:
1. Resolution 2023-107
2. 2023 OYAP Public Notice - English
3. 2023 OYAP Public Notice -6 25 2023 AFFIDAVIT
4. CDBG Eligible Areas Map
5. AAP 2023-2024 Commission Presentation (1)

RESOLUTION 2023-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, APPROVING ENTITLEMENT ALLOCATIONS OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) FUNDING FOR THE 2023-2024 ONE YEAR ACTION PLAN.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has announced the allocations of entitlement funding under the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) for the 2023-2024 Program year; and

WHEREAS, the 2023-2024 One Year Action Plan projects are being funded based on such allocations of entitlement funding in the total amounts of $2,581,603.00, $1,028,249.00, $229,451.00 respectfully; and

WHEREAS, the City Commission has determined that a fair and equitable method is in place to allocate funding to such projects listed in the 2023-2024 One Year Action Plan project and adjust as necessary; and

WHEREAS, the City of Brownsville through the Grants and Community Development Department, will submit the 2023-2024 One Year Action Plan to HUD no later than August 15, 2023; and

WHEREAS, funding will become available on or after October 1, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the City of Brownsville approve the 2023-2024 One Year Action Plan.

Adopted on this 1st Day of August, 2023.

_____

John Cowen Jr.
Mayor

Attest:

_____

Yolanda Galarza
City Secretary

Approved as to form and legality on this 1st day of August, 2023.

_____

City Attorney

PUBLIC NOTICE

REQUEST FOR PUBLIC COMMENTS

CITY OF BROWNSVILLE
2023-2024 One Year Action Plan
Comment Period: June 26, 2023 – July 27, 2023

PUBLIC NOTICE: ***THE GENERAL PUBLIC IS INVITED TO REVIEW AND COMMENT ON DOCUMENT "2023-2024 ONE-YEAR ACTION PLAN" AND MAKE SUGGESTIONS REGARDING THE USE AND ALLOCATION OF FEDERAL FUNDS RECEIVED BY BROWNSVILLE. YOUR SUGGESTIONS AND COMMENTS MAY BE DELIVERED BETWEEN June 26, 2023, AND NO LATER THAN July 27, 2023. For more information about this notice, please call (956) 548-6167. For telephone access for people with speech or hearing loss, please call 1-800-RELAY-TX. Please provide 2-3 days' notice so that proper accommodations can be provided.***

Notice is hereby given that the City of Brownsville has prepared its 2023 - 2024 One-Year Action Plan (budget) for CDBG, ESG, and HOME programs. The purpose of this notice is to obtain comments on the City of Brownsville's proposed 2023 -2024 One-Year Action Plan (OYAP). Available funding is as follows:

- Community Development Block Grant (CDBG) $ 2,581,603.00
- HOME Investment Partnerships Program (HOME) $ 1,028,249.00
- Emergency Solutions Grant (ESG) $ 229,451.00

TOTAL FUNDS: $ 3,839,303.00

The City of Brownsville will submit its 2023 - 2024 One-Year Action Plan to the U.S. Department of Housing and Urban Development San Antonio Field Office (HUD), Region VI, Office of Community Planning & Development, H.F. Garcia Federal Building/U.S. Courthouse, 615 E. Houston Street, Suite 347, San Antonio, Texas 78205, on or about August 15, 2023. HUD will review the One-Year Action Plan and is expected to approve the Plan by October 1, 2023. ***All proposed activities' budgets will be proportionally decreased or increased from the estimated funding levels to match actual allocation amounts. All proposed activities are contingent upon funding availability, eligibility, and environmental clearance, amongst other HUD program requirements***.

2023-2024 Program Year (PY) - One Year Action Plan		
Community Development Block Grant (CDBG)		**$ 2,581,603.00**
Agency	**Activity**	**Budget**
City of Brownsville	**21H** - General CDBG Administration (20% of PY 2023)	$ 516,300.00
	COB Administration Total:	**$ 516,300.00**
Public Services		
Brownsville Society for Crippled Children/Moody Clinic	**05B**-Rehabilitation Services to Children with Special Needs	$20,000.00
CASA of Cameron and Willacy Counties	**05N**- Court Appointed Special Advocates	$50,000.00
Sunshine Haven, Inc.	**05M**-Palliative Care	$70,000.00
Tip of Texas Family Outreach Center	**05L**- Child Care Services	$25,000.00
Amigos Del Valle	**05A** - Senior Services	$80,000.00
Good Neighbor Settlement House	**05W**-Mesa LLena Food Pantry	$45,000.00
	Public Services Total:	**$290,000.00**

Public Facilities and Improvements		
City of Brownsville – Engineering/Public Works	**03K**- Street Improvements Project	$ 700,303.00
City of Brownsville- Grants & Community Development	**03O**- Rehabilitation Program	$ 150,000.00
City of Brownsville- Southmost Library	**05Z**- Book'd in the Shade	$ 150,000.00
City of Brownsville- Parks and Recreation Dept.	**03F**-Oliveria Park Improvement	$ 300,000.00
City of Brownsville- Parks and Recreation Dept.	**03F** -Gonzalez Park Improvement	$ 300,000.00
City of Brownsville- Multimodal	**03L**- Bus Shelter Improvement Project	$ 175,000.00
	Public Facilities and Improvements Total:	**$1,775,303.00**
	CDBG Total:	**$ 2,581,603.00**
HOME Investment Partnerships Program (HOME)		**$ 1,028,249.00**
Agency	**Activity**	**Budget**
City of Brownsville	HOME General Administration (10% of PY 2023)	$ 102,824.90
Brownsville Affordable Homeownership Corp. (BAHC)	Energy Efficient Homes- New Construction (CHDO 15%)	$ 498,000.00
Community Development Corporation of Brownsville	Homebuyer Assistance Program	$ 427,424.10
	HOME Total:	**$ 1,028,249.00**
Emergency Solutions Grant (ESG)		**$ 229,451.00**
Agency	**Activity**	**Budget**
City of Brownsville	ESG General Administration (7.50% of PY 2023)	$ 17,208.83
Friendship of Women, Inc.	Emergency Shelter	$ 50,000.00
Friendship of Women, Inc.	Homeless Management Information System (HMIS)	$ 10,000.00
Friendship of Women, Inc.	Rapid Re-Housing	$ 31,000.00
Bishop Enrique San Pedro Ozanam Shelter	Homeless Management Information System (HMIS)	$ 10,000.00
Bishop Enrique San Pedro Ozanam Shelter	Emergency Shelter	$ 37,670.60
Good Neighbor Settlement House	Street Outreach	$ 20,000.00
Good Neighbor Settlement House	Homeless Management Information System (HMIS)	$ 10,000.00
Good Neighbor Settlement House	Emergency Shelter	$30,000.00
Bishop Enrique San Pedro Ozanam Shelter	Rapid Re-Housing	$ 13,571.57
	ESG Total:	**$ 229,451.00**

A full description of the listed projects will be made available to any interested party throughout the 30-day comment period. Any remaining funds for CDBG, will be allocated to Street Improvement Project. Interested parties are encouraged to submit written comments on the proposed One-Year Action Plan for a 30-day period beginning **Monday, June 26, 2023** and ending at **5:00p.m. Thursday, July 27, 2023**. The public may submit their electronic comment using the following Survey Monkey link: https://www.surveymonkey.com/r/ANNUALACTION2023-2024. Any interested party may also submit their written comments to Mr. Efren Trujillo Jr., Director of Grants and Community Development, RE: Annual Action Plan Input, 1150 E. Adams Street, 3rd Floor, Brownsville, TX 78520; Phone: (956) 548-6167; e-mail: efren.trujillo@brownsvilletx.gov ; fax: (956) 548-6161.The 2023-2024 One-Year Action Plan may be viewed online at https://www.brownsvilletx.gov/2112/Public-Notice and is available at the following locations:

- Brownsville Public Library, 2600 Central Blvd., Brownsville, TX
- Southmost Public Library, 4320 Southmost Blvd., Brownsville, TX
- Southmost Community Network Center, 2900 Southmost Road, Brownsville, TX
- Westside Community Network Center, 1763 U.S. Highway 281, Brownsville, TX
- Brownsville Housing Authority, 24 Elm Street, Brownsville, TX.

Public Hearings

In addition to the 30-day comment period, two (2) Public Hearings on the Proposed One-Year Action Plan will take place:

- July 13, 2023 (6:00 P.M.) Brownsville Public Library, 2600 Central Blvd., Brownsville, Texas 78520
- July 20, 2023 (6:00 P.M.) Brownsville Southmost Library, 4320 Southmost St., Brownsville, Texas 78521

The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. If language assistance is needed for Non-English speaking individuals, please contact (956) 548-6167. Any individual with a disability in need of an accommodation is encouraged to contact the ADA Coordinator at (956) 548-6037. For telephone access for people with speech or hearing loss, please call 1-800-RELAY-TX. Please provide 2-3 days' notice so that proper accommodations can be provided.

BROWNSVILLE The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald in Brownsville Texas and that the attached notice appeared in the following issues:

Date: June 25th, 2023
Acct: City of Brownsville
IO: 30233652

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 27th day of June, 2023

Norma I. Barras

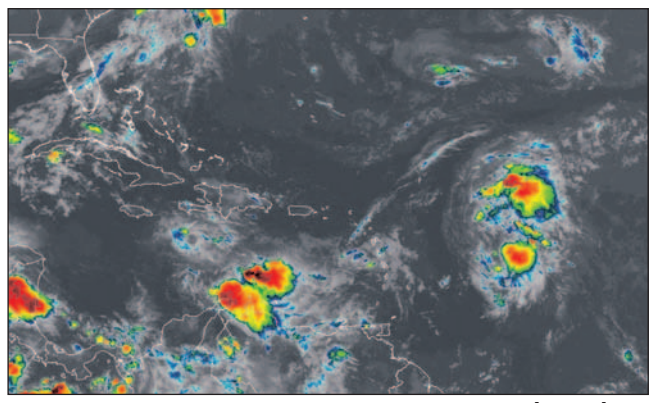
Notary Public, Cameron County
State of Texas

NORMA I BARRAS
Notary ID #128747846
My Commission Expires
September 22, 2023

NATION

Tropical Storm Cindy grows as Tropical Storm Bret fizzles

BY RICHARD TRIBOU
ORLANDO SENTINEL



GOES-E | NOAA | TNS

An infrared satellite image of Tropical Storm Bret in the Caribbean and Tropical Storm Cindy in the Atlantic on Saturday.

ORLANDO, Fla. — Two tropical storms were still churning Saturday morning with one gaining strength and another petering out, according to the National Hurricane Center.

As of 11 a.m. Saturday, Tropical Storm Cindy has sustained winds up to 60 mph with higher gusts. It was located about 535 miles east of the Lesser Antilles moving west-northwest at 20 mph.

Its tropical-storm-force winds extend out 60 miles, but for now it's no threat to land.

"On the forecast track, the system is expected to remain well east and northeast of the northern Leeward Islands through early next week," the NHC said.

It's also not expected to become the season's first hurricane, but lose strength as it stays in the Atlantic encountering shear and devolve into a remnant low by the middle of next week.

Already facing a short lifespan is Tropical Storm Bret, which lashed the Leeward Islands on Thursday and Friday as it entered the Caribbean.

At 11 a.m., Bret was located about 55 miles north-northwest of the northern tip of Guajira Peninsula, Colombia moving west at 21 mph. Its maximum sustained winds have fallen to 45 mph with higher gusts with tropical-storm-force winds extending out 140 miles.

"Additional weakening is forecast, and Bret is expected to dissipate over the central Caribbean Sea by tonight," the NHC said.

Tropical Storm Bret formed on Monday while Tropical Storm Cindy formed late Thursday.

The two storm formations from the warmer than usual waters of the tropical Atlantic was a first for the month of June, according to meteorologist Philip Klotzbach at Colorado State University. It's also the first time since 1968 there have been two named systems in June at the same time, he said.

June has produced three named storms so far in what has been a busy start to the hurricane season.

The National Oceanic and Atmospheric Administration seasonal forecast released in May projects 2023 to be an average season with between 12 and 17 named storms. Of those, five to nine would grow into hurricanes, and of those one to three would reach major hurricane strength of 111 mph sustained winds or greater.

The official 2023 Atlantic hurricane season runs from June 1-Nov. 30.

ULA announces fixes needed before 1st Vulcan Centaur launch

ORLANDO SENTINEL



Joe Burbank | Orlando Sentinel | TNS

A United Launch Alliance Atlas V rocket launches from Cape Canaveral Space Force Station, Fla., on May 18, 2021.

ORLANDO, Fla. — There's still work to be done, but United Launch Alliance announced a path forward to finally get its new Vulcan Centaur rocket to its first launch.

The company sent an update Saturday announcing it had figured out what went wrong, and what needs fixing at its Alabama test facility this spring that resulted in a fireball that damaged a test article of the Centaur V upper stage.

"Centaur's thin-walled pressure stabilized tanks require minor reinforcement at the top of the forward dome prior to flight," the company stated in a press release.

That means the Centaur currently mated to the Vulcan first stage at Cape Canaveral Space Force Station that is tapped to fly on that rocket's first mission has to head back to Alabama to get that reinforcement.

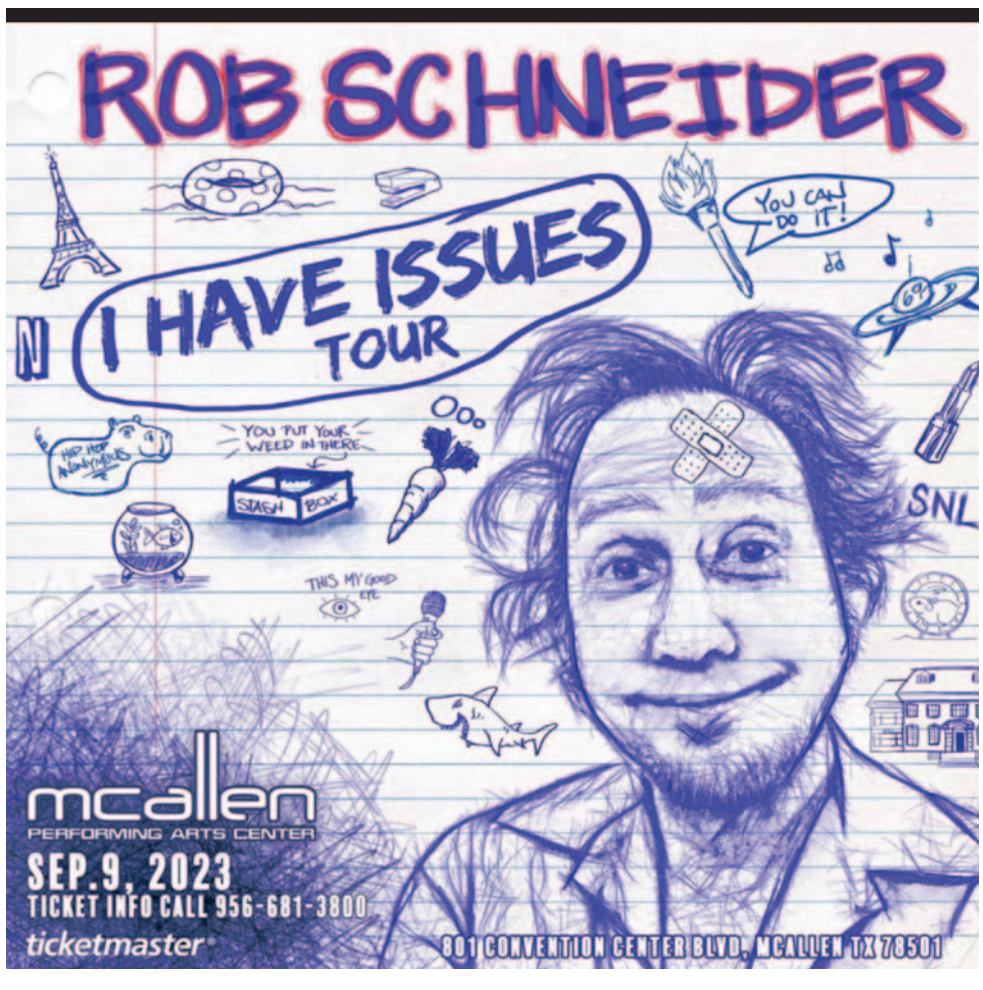
The first and second stages recently completed a Flight Readiness Firing test at Canaveral's Space Launch Complex 41, and ULA said results of that hot fire hit all of the test objectives.

But now teams will de-stack the combined rocket and send Centaur V to ULA's Decatur, Alabama facility for the fix while the first-stage booster will be stored at ULA's Horizontal Integration Facility at Canaveral waiting for its return.

Just sending Centaur back for the fix isn't the only hurdle before the first launch, though.

What ULA called a "structural test stand anomaly" also damaged the facility at Marshall Space Flight Center in Huntsville, Alabama, on March 29, and there are more tests that need to be performed before ULA will let Vulcan fly.

"We need to repair the stand, whatever it takes to do that," said David McFarland, the ULA Launch Operations Chief Engineer and Anomaly Lead. "But we're looking at, are there alternatives to where we actually do some of the tests? So there's a lot to be established and how we get to the point where our validated testing is completed."



PUBLIC NOTICE

REQUEST FOR PUBLIC COMMENTS

CITY OF BROWNSVILLE
2023-2024 One YearAction Plan
CommentPeriod:June 26, 2023– July 27, 2023

EQUAL HOUSING OPPORTUNITY

PUBLIC NOTICE:* THE GENERAL PUBLIC IS INVITED TO REVIEW AND COMMENT ON DOCUMENT "2023-2024 ONE-YEAR ACTION PLAN" AND MAKE SUGGESTIONS REGARDING THE USE AND ALLOCATION OF FEDERAL FUNDS RECEIVED BY BROWNSVILLE. YOUR SUGGESTIONS AND COMMENTS MAY BE DELIVERED BETWEEN June26,2023,AND NO LATER THAN July 27, 2023. For more information about this notice, please call (956) 548-6167. For telephone access for people with speech or hearing loss, please call 1-800-RELAY-TX. Please provide 2-3 days' notice so that proper accommodations can be provided.

Notice is hereby given that the City of Brownsville has prepared its 2023 - 2024 One-Year Action Plan (budget) for CDBG, ESG, and HOME programs. The purpose of this notice is to obtain comments on the City of Brownsville's proposed 2023 -2024 One-Year Action Plan (OYAP). Available funding is as follows:

• Community Development Block Grant (CDBG)	$	2,581,603.00
• HOME Investment Partnerships Program (HOME)	$	1,028,249.00
• Emergency Solutions Grant (ESG)	$	229,451.00
TOTAL FUNDS:	**$**	**3,839,303.00**

The City of Brownsville will submit its 2023 - 2024 One-Year Action Plan to the U.S. Department of Housing and Urban Development San Antonio Field Office (HUD), Region VI, Office of Community Planning & Development, H.F. Garcia Federal Building/U.S. Courthouse, 615 E. Houston Street, Suite 347, San Antonio, Texas 78205, on or about August 15, 2022. HUD will review the One-Year Action Plan and is expected to approve the Plan by October 1, 2023. ***All proposed activities' budgets will be proportionally decreased or increased from the estimated funding levels to match actual allocation amounts. All proposed activities are contingent upon funding availability, eligibility, and environmental clearance, amongst other HUD program requirements***.

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	COB Administration Total:	**$ 516,300.00**
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CASA of Cameron and Willacy Counties	**05N -** Court Appointed Special Advocates	$50,000.00
Sunshine Haven, Inc.	**05M -** Palliative Care	$70,000.00
Tip of Texas Family Outreach Center	**05L -** Child Care Services	$25,000.00
Amigos Del Valle	**05A -** Senior Services	$80,000.00
Good Neighbor Settlement House	**05W -** Mesa LLena Food Pantry	$45,000.00
	Public Services Total:	**$290,000.00**
Public Facilities and Improvements		
City of Brownsville – Engineering/Public Works	**03K-** Street Improvements Project	$ 700,303.00
City of Brownsville- Grants & Community Development	**03O-** Rehabilitation Program	$ 150,000.00
City of Brownsville- Southmost Library	**05Z-** Book'd in the Shade	$ 150,000.00
City of Brownsville- Parks and Recreation Dept.	**03F-**Oliveria Park Improvement	$ 300,000.00
City of Brownsville- Parks and Recreation Dept.	**03F -**Gonzalez Park Improvement	$ 300,000.00
City of Brownsville- Multimodal	**03L-**Bus Shelter Improvement Project	$175,000.00
	Public Facilities and Improvements Total:	**$1,886,040.00**
	CDBG Total:	**$ 2,581,603.00**
HOME Investment Partnerships Program (HOME)		**$1,028,249.00**
Agency	**Activity**	**Budget**
City of Brownsville	HOME General Administration (10% of PY 2023)	$ 102,824.90
Brownsville Affordable Homeownership Corp. (BAHC)	Energy Efficient Homes- New Construction (CHDO 15%)	$ 498,000.00
Community Development Corporation of Brownsville	Homebuyer Assistance Program	$ 427,424.10
	HOME Total:	**$1,028,249.00**
Emergency Solutions Grant (ESG)		**$ 229,451.00**
Agency	**Activity**	**Budget**
City of Brownsville	ESG General Administration (7.50% of PY 2023)	$ 17,208.83
Friendship of Women, Inc.	Emergency Shelter	$ 50,000.00
Friendship of Women, Inc.	Homeless Management Information System (HMIS)	$ 10,000.00
Friendship of Women, Inc.	Rapid Re-Housing	$ 31,000.00
Bishop Enrique San Pedro Ozanam Shelter	Homeless Management Information System (HMIS)	$ 10,000.00
Bishop Enrique San Pedro Ozanam Shelter	Emergency Shelter	$ 37,670.60
Good Neighbor Settlement House	Street Outreach	$ 20,000.00
Good Neighbor Settlement House	Homeless Management Information System (HMIS)	$ 10,000.00
Good Neighbor Settlement House	Emergency Shelter	$ 30,000.00
Bishop Enrique San Pedro Ozanam Shelter	Rapid Re-Housing	$ 13,571.57
	ESG Total:	**$ 229,451.00**

A full description of the listed projects will be made available to any interested party throughout the 30-day comment period. Any remaining funds for CDBG, will be allocated to Street Improvement Project. Interested parties are encouraged to submit written comments on the proposed One-Year Action Plan for a 30-day period beginning **Monday, June 26, 2023** and ending at **5:00p.m. Thursday, July 27, 2023**. The public may submit their electronic comment using the following Survey Monkey link: https://www.surveymonkey.com/r/ANNUALACTION2023-2024.

Any interested party may also submit their written comments to Mr. Efren Trujillo Jr., Assistant Director of Office of Strategic Initiatives, RE: Annual Action Plan Input, 1150 E. Adams Street, 3rd Floor, Brownsville, TX 78520; Phone: (956) 548-6167; e-mail: efren.trujillo@brownsvilletx.gov ; fax: (956) 548-6161.The 2023-2024 One-Year Action Plan may be viewed online at https://www.brownsvilletx.gov/2112/Public-Notice and is available at the following locations:

- Brownsville Public Library, 2600 Central Blvd., Brownsville, TX
- Southmost Public Library, 4320 Southmost Blvd., Brownsville, TX
- Southmost Community Network Center, 2900 Southmost Road, Brownsville, TX
- Westside Community Network Center, 1763 U.S. Highway 281, Brownsville, TX
- Brownsville Housing Authority, 24 Elm Street, Brownsville, TX.

Public Hearings

In addition to the 30-day comment period, two (2) Public Hearings on the Proposed One-Year Action Plan will take place:

- July 13, 2023 (6:00 P.M.)Brownsville Public Library, 2600 Central Blvd., Brownsville, Texas 78520
- July 20, 2023 (6:00 P.M.) Brownsville Southmost Library, 4320 Southmost St., Brownsville, Texas 78521

The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. If language assistance is needed for Non-English speaking individuals, please contact (956) 548-6167. Any individual with a disability in need of an accommodation is encouraged to contact the ADA Coordinator at (956) 548-6037. For telephone access for people with speech or hearing loss, please call 1-800-RELAY-TX. Please provide 2-3 days' notice so that proper accommodations can be provided.

BROWNSVILLE The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald in Brownsville Texas and that the attached notice appeared in the following issues:

Date: June 25th, 2023
Acct: City of Brownsville
IO: 30233653

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 27th day of June, 2023

Norma I. Barras
Notary Public, Cameron County
State of Texas

NORMA I BARRAS
Notary ID #128747846
My Commission Expires
September 22, 2023

AVISO PÚBLICO PARA
SOLICITUD DE COMENTARIOS

EQUAL HOUSING OPPORTUNITY

CIUDAD DE BROWNSVILLE
2023-2024 Plan de Acción
Periodo de comentarios:26 de junio del 2023– 27de julio del 2023

AVISO PUBLICO: ***SE INVITA AL PUBLICO EN GENERAL A REVISAR Y COMENTAR SOBRE EL DOCUMENTO "2023-2024 ONE-YEAR ACTION PLAN" Y REALIZAR SUGERENCIAS CON RESPECTO AL USO Y ASIGNACION DE FONDOS FEDERALES QUE RECIBE BROWNSVILLE; SUS SUGERENCIAS Y COMENTARIOS DEBERÁN SER ENTREGADAS A PARTIR DEL DIA 26 DE JUNIO Y A MAS TARDAR EL 27 DE JULIO 2023. Para más información acerca de este aviso, favor de llamar al teléfono (956) 548-6167. Para personas con impedimento en el habla marque Relay en español 1-888-777-5861.***

Por medio de la presente se da aviso de que la Ciudad de Brownsville ha preparado su Plan de Acción para el año 2023-2024 (presupuesto) para los programas CDBG, ESG y HOME. El propósito de este aviso es obtener comentarios sobre el Plan de Acción para el año2023-2024propuesto por la Ciudad de Brownsville. Los montos de financiamiento estimados son los siguientes:

• Community Development Block Grant (CDBG)	$ 2,581,603.00
• HOME Investment Partnerships Program (HOME)	$ 1,028,249.00
• Emergency Solutions Grant (ESG)	$ 229,451.00
TOTAL FUNDS:	**$ 3,839,303.00**

La Ciudad de Brownsville presentará su Plan de Acción de un año 2023-2024 al Departamento de Vivienda y Desarrollo Urbano de los EE. UU. Oficina de Campo de San Antonio (HUD), Región VI, Oficina de Planificación y Desarrollo Comunitario, H.F. Garcia Federal Building / U.S. Courthouse, 615 E. Houston Street, Suite 347, San Antonio, Texas 78205, alrededor del 15 de agosto del 2023. HUD revisará el Plan de Acción y se espera que apruebe el Plan antes del 1 de octubre de 2023. ***Los presupuestos de todas las actividades propuestas se reducirán o aumentarán proporcionalmente de los niveles de financiamiento estimados para igualar los montos de asignación reales. Todas las actividades propuestas dependen de la disponibilidad de fondos, la elegibilidad y la autorización ambiental, entre otros requisitos del programa de HUD.***

Plan de Acción para el 2023-2024		
Community Development Block Grant (CDBG)		**$2,581,603.00**
Agencia	**Actividad**	**Presupuesto**
City of Brownsville	**21H -** Administración General de CDBG (20 % of PY 2023)	$ 516,300.00
	COB Administración Totales:	**$ 516,300.00**
Servicios Públicos		
Brownsville Society for Crippled Children/Moody Clinic	**05B -** Rehabilitation Services to Children with Special Needs	$20,000.00
CASA of Cameron and Willacy Counties	**05N -** Court Appointed Special Advocates	$50,000.00
Sunshine Haven, Inc.	**05M -** Palliative Care	$70,000.00
Tip of Texas Family Outreach Center	**05L -** Child Care Services	$25,000.00
Amigos Del Valle	**05A -** Senior Services	$80,000.00
Good Neighbor Settlement House	**05W** - Mesa Llena Food Pantry	$45,000.00
	Servicios Públicos Totales:	**$290,000.00**
Instalaciones Publicas y Mejoras		
City of Brownsville - Engineering/Public Works	**03K-** Street Improvements Project	$ 700,303.00
City of Brownsville - Grants & Community Development	**03O-** Rehabilitation Program	$ 150,000.00
City of Brownsville - Southmost Library	**05Z-** Book'd in the Shade	$ 150,000.00
City of Brownsville- Parks and Recreation Dept	**03L-** Oliveria Park Improvement	$ 300,000.00
City of Brownsville- Parks and Recreation Dept	**03L-** Gonzalez Park Improvement	$ 300,000.00
City of Brownsville- Multimodal	**03L-** Bus Stop/ Sidewalk Improvement	$ 175,000.00
	Instalaciones Publicas y Mejoras Totales:	**$1,886,040.00**
	CDBG Totales	**$2,581,603.00**
Home Investment Partnerships Program (Home)		**$1,028,249.00**
Agencia	**Actividad**	**Presupuesto**
City of Brownsville	Administración General de HOME (10% of PY 2023)	$ 102,824.90
Brownsville Affordable Homeownership Corp. (BAHC)	Energy Efficient Homes- New Construction (CHDO 15%)	$ 498,000.00
Community Development Corporation of Brownsville	Homebuyer Assistance Program	$ 427,424.10
	HOME Totales:	**$ 1,028,249.00**
Emergency Solutions Grant (ESG)		**$ 229,451.00**
Agencia	**Actividad**	**Presupuesto**
City of Brownsville	Administración General de ESG (7.50 % of PY 2023)	$ 17,208.83
Friendship of Women, Inc.	Emergency Shelter	$ 50,000.00
Friendship of Women, Inc.	Homeless Management Information System (HMIS)	$ 10,000.00
Friendship of Women, Inc.	Rapid Re-Housing	$ 31,000.00
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Bishop Enrique San Pedro Ozanam Shelter	Rapid Re-Housing	$ 13,571.57
	ESG Totales:	**$ 229,451.00**

Una descripción completa de los proyectos enumerados se pondrá a disposición partes interesadas durante el período de comentarios de 30 días.Todos los fondos restantes para CDBG se asignarán al Proyecto de Mejora de Calles.Se alienta a las partes interesadas a enviar comentarios por escrito sobre el Plan de Acción del 2023-2024 propuesto por un período de 30 días comenzando **el lunes 26 de junio del 2023** y terminando a **las 5:00 pm el jueves 27 de julio del 2023**. El público puede enviar su comentario electrónico utilizando el siguiente enlace de Survey Monkey: https://www.surveymonkey.com/r/ANNUALACTION2023-2024. Las partes interesadas también podrán presentar sus comentarios por escrito al Sr. Efren Trujillo, Asistente de Director de la Oficina Iniciativas Estratégicas referente al aporte público de El Plan de Acción Anual en 1150 E. Calle Adams, 3ª planta, Brownsville TX 78520; Teléfono (956) 548-6167; correo electrónico: efren.trujillo@brownsvilletx.gov ; fax: (956) 548-6161. El Plan de Acción Anual de 2023-2024 se puede ver en línea en https://www.cob.us/2112/Public-Notice y está disponible en las siguientes ubicaciones:

- Brownsville Public Library, 2600 Central Blvd., Brownsville, TX
- Southmost Public Library, 4320 Southmost Blvd., Brownsville, TX
- Southmost Community Network Center, 2900 Southmost Road, Brownsville, TX
- Westside Community Network Center, 1763 U.S. Highway 281, Brownsville, TX
- Brownsville Housing Authority, 24 Elm Street, Brownsville, TX.

Audiencias Públicas
Además del período de comentarios de 30 días, se llevarán a cabo dos (2) audiencias públicas sobre el plan de acción propuesto para este año:

- 13 de julio del 2023 (6:00 P.M.) Brownsville Public Library, 2600 Central Blvd., Brownsville, TX
- 20 de julio del 2023 (6:00 P.M.) Brownsville Southmost Library, 4230 Southmost St, Brownsville, TX

La Ciudad de Brownsville no discrimina por motivos de discapacidad en la admisión, acceso a, tratamiento de o empleo en sus programas, actividades o reuniones públicas. Cualquier persona con una discapacidad y en necesidad de una acomodación es solicitada a que se ponga en contacto con el coordinador de ADA al (956) 548-6037 (voz o relay TX). Para acceso telefónico a personas con pérdida auditiva o del habla, llame al 1-800-RELAY-TX. Por favor, avise con 2 a 3 días de antelación para que se puedan proporcionar las adaptaciones adecuadas.

WORLD



Pavel Korolyov | AFP | Getty | TNS

A Soviet WWII-era tank moves along a street during a military parade, which marks the 78th anniversary of the Soviet victory over Nazi Germany in World War Two, in the far eastern city of Vladivostok on May 9, 2023.

Russian war economy awash with bags of cash

BLOOMBERG NEWS

Russian mercenaries killed in Ukraine are inadvertently helping stoke a new cash boom at home in an unusual side-effect of the war.

Money paid in compensation for their deaths — which adds up to 5 million rubles ($60,000) per person, on top of any uncollected wages — usually comes stuffed in bags, according to several women who had to travel to pickup points around the country and requested that only their first names be used to speak openly.

Many are being told to avoid depositing the cash at a bank. Oksana from Chelyabinsk in the Urals region, whose husband died fighting for the Wagner paramilitary group in Bakhmut, needed no instructions, saying she wanted no "problems" with the tax system and lacked any documents stating where the money came from.

"Wagner paid everything it was supposed to," she said. "We already bought an apartment."

Financing for foot soldiers hired by Wagner, which the US estimates had 50,000 personnel fighting in Ukraine, has turned on the spigot of cash that's become one of several sources of paper money oozing through the Russian economy. The volume of rubles is a stark example of the distortions caused by the war that's now in its 16th month.

The amount of currency in circulation has soared at a record pace since September, when President Vladimir Putin announced Russia's first mobilization since World War II, resulting in 2.2 trillion rubles in cumulative excess cash outflows from banks, according to Bloomberg Economics.

Given the restrictions imposed on bank transactions, the use of paper money is becoming more widespread to settle external trade while also extending into occupied parts of Ukraine, where Russia is imposing its own currency as other payment options remain limited.

Headed by Yevgeny Prigozhin, a sanctioned Russian businessman linked to Putin, Wagner deployed to Ukraine as early as March last year and eventually bolstered its ranks by recruiting convicts from Russian prisons.

Prigozhin hasn't tried to hide how his forces get paid. In an audio comment published this month by his Concorde company, he said fighters "get all the money in black cash."

"People from penal colonies went to war so that the people of the Russian Federation could sit at home by the stoves and warm themselves," he said. "And they died for this black cash."

Though the sources of Wagner's funding aren't clear, its involvement has meant that even more outlays on the war flow off the books.

Putin has pledged unlimited spending on the war effort, while the government has classified an unprecedented share of state expenditure. Responsibility for overseeing the system of cash circulation lies with central bank Deputy Governor Sergey Belov, a military officer who's also in charge of special institutions that channel funding from the state budget to frontline troops.

In response to a request for comment, the Bank of Russia pointed to several likely reasons for what it called "elevated demand" for cash since the final quarter of last year.

Among the factors is "possible additional" demand for paper money in Russia's "new regions," it said, referring to parts of eastern and southern Ukraine annexed by Putin last September. The central bank also cited the role of public-sector payments that people tend to withdraw partly in cash and the needs of tourists during the May holiday season in Russia.

Money earmarked for the military, including regular troops, is a major reason why cash is increasingly becoming the medium of choice, according to officials familiar with the Russian authorities' thinking. Tax avoidance is unlikely to play an important role, they said, requesting anonymity to speak openly.

Unlike the 1990s, when employers paid wages in cash to dodge taxes, the mentality now is different, according to Oleg Vyugin, a former top central bank and Finance Ministry official.

"Taxes have stayed at the same level that's acceptable to people and businesses," Vyugin said. What's changed is that "there's now another source of demand for cash, linked to the special military operation," he said, using the Kremlin's preferred term for the war.

Russians hauled cash out of banks in then-record amounts in February 2022, a month that culminated in Putin's decision to invade Ukraine. But the frenzy proved short-lived, as the Bank of Russia drew funds back into the financial system with an emergency hike to interest rates that helped restore confidence.

The dynamics this time couldn't be more different.



2015
CDBG Eligible Areas Map

CDBG Eligible Areas

Census Tracts

Brownsville City Limits

Brownsville,Texas

City of Brownsville Proposed Community Development Projects

Grants & Community Development Department

Draft Annual Action Plan

August 1st, 2023

2023 – 2024 Annual Action Plan

- The CDBG program is a program that provides communities with resources to address a wide range of unique community development needs.
- Annual Action Plan provides detail on the grantee's use of HUD Community Development funds for a given year.
- To receive HUD funds, the City must complete and submit
  - **Five Year Consolidated Plan**
  - **Annual Action Plan**
- City is in their third year of the 2021-2025 Five Year Consolidated Plan.

PY 2023 HUD Allocation

Program	Allocation
CDBG	$2,581,603.00
HOME Investment	$1,028,249.00
Emergency Solutions Grant	$229,451.00
TOTAL	3,389,303.00

PY 2022 Project Highlights



CDBG Social Services

Moody Clinic provides speech/language, physical and occupational rehabilitative treatment to children ages birth to twenty one years old.



HOME Down Payment

HOME down payment assistance provided to low income residents.



ESG Program

Good Neighbor Settlement House has received funding through the City's ESG program to operate their Street Outreach team.



CDBG Street Improvement

EPW has utilized CDBG funding in the last years to complete over streets in low-income neighborhoods. Picture is a recent street completed, New Mexico Way.

Community Voice Campaign & Public Outreach

- Kicked off **10th Annual Community Voice Campaign**, November 2022 – April 2023
- Ensures residents of Brownsville actively engage in making recommendations for community improvements
- Part of Citizen Participation Plan, describes efforts in the development of:
  - *Con Plan*
  - *Annual Action Plan*
- Collaborative Community Outreach
- Results were highly considered (areas identified as priorities) by committee during application review
- Public Comment Period held June 26th – July 27th
  - Brownsville Herald Listing
  - Social Media circulation
  - Public hearings held at both Library locations
    - July 13th, 6pm-7pm
    - July 20th, 6pm-7pm

CVC Priorities	
1	Services / Facilities for Abused and Neglected Children
2	Street Improvements
3	Flood & Drainage Improvements
4	Services for Battered and Abused Spouses
5	Mental Health Services
6	Health Care Services/Facilities
7	Centers/Services for persons with disabilities
8	Water/sewer Improvements
9	Hunger/Hunger relief services
10	Transportation

Applications Received

	Apps Received	Applications Recommended for Funding	Total Amount Requested
CDBG Capital Projects	7	5	$5,426,283.95
CDBG Social Services	6	6	$503,077.84
Emergency Solutions Grant	12	9	$877,068.12
HOME Investment Partnership	3	2	$1,998,000.00
TOTAL	28	22	$8,804,429.91

CDBG Capital Projects

Department	Project	Scope of Work	Amount Awarded
Grants & Community Dev	Administrative (20%)		$516,300.00
Grants & Community Dev	Rehabilitation	Project will include rehabilitation of 3-5 owner-occupied homes for low-income residents.	$150,000.00
Engineering Public Works	Street Improvement Project	This project will aim to provide better quality of residential city streets by improving the driving surface and surface drainage of all streets.	$700,303.00
Brownsville Metro	Bus Shelter Improvement Project	MMT/BMetro is requesting funds to construct bus shelters to shield patrons from the harsh elements.	$175,000.00
Brownsville Public Library	Book'd in the Shade	Book'd in the Shade will create an outdoor covered open space on Library grounds where patrons can enjoy programming and events in the fresh air.	$150,000.00
Parks and Recreation Department	Oliveria Park Improvements	Improvements including security cameras, new field lighting, trash & recycle bins, picnic tables, restroom renovations and court renovations to Oliveria Park.	$300,000.00
Parks and Recreation Department	Gonzalez Park Improvements	Improvements including security cameras, new field lighting, trash & recycle bins, picnic tables, restroom renovations and court renovations to Gonzalez Park.	$300,000.00

CDBG Social Services

Agency	Project	Scope of Work	Amount Awarded
Tip of Texas Family Outreach	Parenting Program	Agency provides a variety of parenting classes, counseling services and emergency assistance to families of Brownsville.	$25,000
CASA of Cameron & Willacy	CASA of Cameron & Willacy	CASA offers direct services to the children who have experienced abuse and/or neglect and currently involved in the child welfare system in the form of victim advocacy.	$50,000
Good Neighbor Settlement House	Mesa Llena Food Pantry	This project entails the distribution of emergency food pantry bags and client choice food pantry model for people seeking food assistance.	$45,000
Moody Clinic	Therapy Services for Children	Moody clinic offers therapy services to low-income children (Speech, physical, occupational) from birth to twenty-one years of age.	$20,000
Amigos Del Valle	Senior Home Delivered Meals	Agency provides nutrition to seniors of Brownsville to assist such population to continue to live as healthy, productive, independent, and self-sufficient lives as possible.	$80,000
Sunshine Haven	Patient Hospice Care	Sunshine Haven provides high quality residential palliative care to the dying using nursing assistants and volunteers supervised by licensed personnel.	$70,000

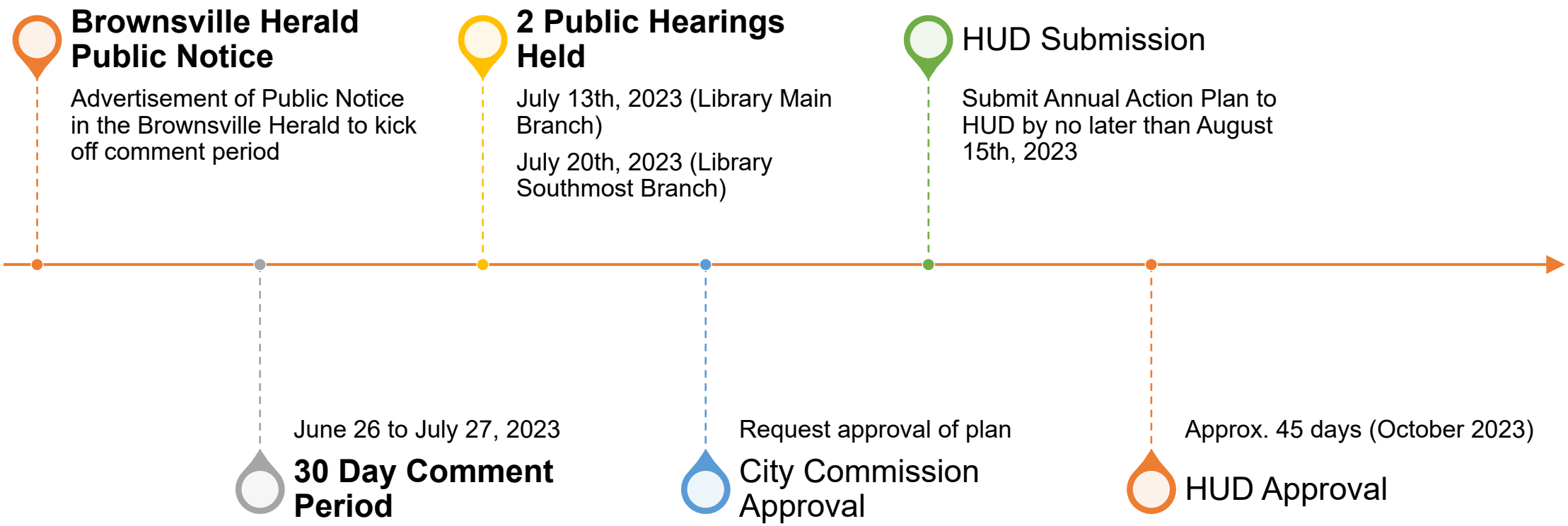
Emergency Solutions Grant

Agency	Category	Amount Awarded
City of Brownsville – Grants & Community Dev.	Administration (7.5%)	$17,208.83
Good Neighbor Settlement House	Street Outreach	$20,000.00
Good Neighbor Settlement House	HMIS	$10,000.00
Good Neighbor Settlement House	Emergency Shelter	$30,000.00
Bishop Enrique San Pedro Ozanam Center	HMIS	$10,000.00
Bishop Enrique San Pedro Ozanam Center	Rapid Rehousing	$13,571.57
Bishop Enrique San Pedro Ozanam Center	Emergency Shelter	$37,670.60
Friendship of Women	HMIS	$10,000.00
Friendship of Women	Rapid Rehousing	$31,000.00
Friendship of Women	Emergency Shelter	$50,000.00

HOME Investment

Organization Name	Activity Type	Project Proposal Name	Description	Amount Awarded
HOME Administration	HOME Admin (10%)	General Administration of Program	Administration	$102,824.90
Brownsville Affordable Homeownership Corp	New Construction	Affordable Homes	BAHC Energy Efficient Home Program will construction 3 single family homes within the City limits of Brownsville. $166,000.00 per HOME	$498,000.00
Community Development Corp. Of Brownsville	Down Payment Assistance	CDCB Down Payment Assistance Program	The Homebuyer Assistance Program of HACB will provide a Homebuyer Assistance of up to $25,000 to qualifying first time homebuyers. A minimum of 16 families, could be higher. Maximum amount request for soft costs per approved file is $1,750.00	$427,424.10
.			**Total**	$1,028,249.00

Timeline


Brownsville Herald Public Notice
Advertisement of Public Notice in the Brownsville Herald to kick off comment period
2 Public Hearings Held
July 13th, 2023 (Library Main Branch)
July 20th, 2023 (Library Southmost Branch)
HUD Submission
Submit Annual Action Plan to HUD by no later than August 15th, 2023
June 26 to July 27, 2023
30 Day Comment Period
Request approval of plan
City Commission Approval
Approx. 45 days (October 2023)
HUD Approval



Thank you!
Questions?

Grants & Community Development Department
El Tapiz, 3rd Floor
1150 E. Adams St.
3rd Floor
956-548-6167 Office
956-548-6161 Fax
http://grants.cob.us
https://www.facebook.com/grants.cob
https://twitter.com/COBGrants

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2023 tax roll. (Financial Services Department)

Summary:
The chief appraiser certifies and delivers the appraisal roll to the taxing unit. This includes the estimated value of properties under protest and the values of properties not under protest that are not listed in the certified appraisal roll. The taxing unit's assessor determines the following and submits it to the governing body:

- Total appraised and taxable value of property in the taxing unit
- Total appraised and taxable value of new improvements, and
- Total taxable value of property annexed since the previous year

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Finance recommends acknowledgement.

Commission Pillar:

Governace Pillar

Attachments:

1. 2023 Certified Total Letters -CBR
2. FY 2024 Tax Rate Presentation - Aug 1 2023 ver 2

OFFICE OF THE
TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 78522-0952

ANTONIO "TONY" YZAGUIRRE, JR.
TAX ASSESSOR-COLLECTOR

RICK CAMARILLO
CHIEF DEPUTY

BROWNSVILLE
MAIN OFFICE
835 E. LEVEE
(956) 544-0800
FAX: 544-0808

BROWNSVILLE
MOTOR BANK
E. 8TH & LEVEE
(956) 589-7088

HARLINGEN
BRANCH OFFICE
3302 WILSON RD
(956) 427-8013
FAX: 427-8017

HARLINGEN
MOTOR BANK
300 E. VAN BUREN
(956) 406-6080

SAN BENITO
BRANCH OFFICE
1390 W. EXPWY 83
(956) 361-8232
FAX: 361-8235

SAN BENITO
MOTOR BANK
199 S. SAM HOUSTON
(956) 247-8361

LOS FRESNOS
BRANCH OFFICE
745 W OCEAN BLVD
(956) 233-4494
FAX: 233-6154

PORT ISABEL
BRANCH OFFICE
505 HIGHWAY 100
(956) 943-8101
FAX: 943-0184

LA FERIA
BRANCH OFFICE
200 INDUSTRIAL
(956) 797-3075
FAX: 797-9239

RIO HONDO
BRANCH OFFICE
125 W COLORADO
(956) 748-2345
FAX: 748-4622

July 26, 2023

CITY OF BROWNSVILLE

LUPE GRANADO IIII-FINANCE DIRECTOR

PO BOX 911

BROWNSVILLE, TX 78520

Dear LUPE GRANADO IIII-FINANCE DIRECTOR:

Enclosed you will find your jurisdiction's 2023 Certified Totals and other pertinent documentation received from the Cameron Appraisal District on July 25, 2023. State law requires a tax rate be adopted no later than September 30th by the taxing unit (Texas Property Tax code Sec 26.05). However, **we will require your adopted tax rate to be submitted to our office no later than Friday, September 15, 2023** in order to meet the October 1st statement mail out deadline.

Also, please email our office your tax rate adoption calendar as soon as it is available, so that we may include your district in our technical assistance schedule.

If you have any questions regarding this letter, please contact Ms. Neiva P. Escobar – Property Tax Manager at (956) 589-7078, or contact our office if we can be of any further assistance.

Respectfully,

Tony Yzaguirre Jr. by

Antonio "Tony" Yzaguirre, Jr.
Cameron County Tax Assessor-Collector

cc: Rick Camarillo-Chief Deputy

CAMERON APPRAISAL DISTRICT

CERTIFICATION OF APPRAISAL ROLL TO ASSESSOR

2023

RE: SECTION §26.01 PROPERTY TAX CODE

I, Richard Molina, Chief Appraiser for the Cameron Appraisal District, certify that the Appraisal Review Board approved the appraisal records on July 24, 2023 and the part of those records as presented herein constitute the 2023 appraisal roll for **CITY OF BROWNSVILLE**
Taxing Unit

ARB Approved Market Value:	**$13,495,035,806**
ARB Approved Net Taxable Value:	**$10,054,913,348**
Market Value Under ARB Review:	**$618,137,876**

*Value under ARB Review has a potential loss capacity of 2% - 4%.

Richard Molina, Chief Appraiser

July 24, 2023
Date

2021 Amistad Dr., P.O. Box 1010, San Benito, TX 78586
(956) 399-9322 * (956) 428-8020 * (956) 541-3365
www.cameroncad.org

CAMERON APPRAISAL DISTRICT

July 25, 2023

RECEIVED
JUL 25 2023
Cameron County Tax Office
Brownsville Mail

Rick Camarillo
Administrative Assistant
Cameron County Tax Office
835 E Levee / PO Box 952
Brownsville, TX 78522

Mr. Camarillo,

Enclosed you will find the following items relevant to the certification of the 2023 Appraisal Roll pursuant to Tax Code 26.01:

- Chief Appraiser's Certification of Appraisal Roll to Assessor
- 2023 Certified Totals Reports
  - Approved Totals, Under Review Totals, Grand Totals, Effective Rate Assumption
- Comparison Report – 2023 Certified vs. 2022 Certified as of Supplement 15

Our new software vendor True Prodigy has developed a Taxing Unit Portal which allows managing the public Tax Transparency website. Taxing units will be able to:

- keep taxing unit's information up to date
- receive feedback from taxpayers
- update rates and hearings
- add and/or update worksheets
- add and share documents with the public

Please email me the name, email address and phone number of individuals needing an account for the Taxing Unit Portal. An account to access the online documentation will also be created for each user.

To access the Taxing Unit Portal, visit https://stage.cameron.trueprodigy-portal.com/login

Sincerely,

Joe L. Orozco
I.T. Manager
jorozco@cameroncad.org

Cc: Richard Molina, Chief Appraiser

CAMERON APPRAISAL DISTRICT
2021 AMISTAD DRIVE
SAN BENITO, TX 78586

July 25, 2023

2023 Certified Appraisal Roll

(GCC) Rick Camarillo - Administrative Assistant
835 E Levee
835 E Levee / PO Box 952
Brownsville, TX 78522
544-0800

Chief Appraiser's Certification..... (√)

2023 Certified Totals (Approved/Under Review/Grand)..... (√)

Comparison Report (2023 vs. 2022 Supplement #15)..... (√)

2023 Certified Appraisal Roll..... (√)

- Print version: _____ PDF version: ___X___ Export files: ___X___

By signing below, I agree that I have received all items listed above:

Received By: _____ Date 7-25-23

Delivered By: Cecilio Bermudez



	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (65,605)	(Count) (2,879)	(Count) (68,484)
Land HS Value	1,828,949,360	90,439,333	1,919,388,693
Land NHS Value	1,806,554,026	59,463,761	1,866,017,787
Ag Land Market Value	88,236,789	536,843	88,773,632
Total Land Value	**3,723,740,175**	**150,439,937**	**3,874,180,112**
Improvement HS Value	5,126,078,492	220,388,281	5,346,466,773
Improvement NHS Value	3,452,018,540	101,229,093	3,553,247,633
Total Improvement	**8,578,097,032**	**321,617,374**	**8,899,714,406**
Market Value	**12,301,837,207**	**472,057,311**	**12,773,894,518**
BUSINESS PERSONAL PROPERTY	(6,627)	(104)	(6,731)
Market Value	**1,193,198,599**	**146,080,565**	**1,339,279,164**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (72,232)	(Total Count) (2,983)	(Total Count) (75,215)
TOTAL MARKET	**13,495,035,806**	**618,137,876**	**14,113,173,682**
Ag Land Market Value	88,236,789	536,843	88,773,632
Ag Use	4,527,601	22,332	4,549,933
Ag Loss (-)	83,709,188	514,511	84,223,699
APPRAISED VALUE	**13,411,326,618**	**617,623,365**	**14,028,949,983**
	95.6%	4.4%	100.0%
HS CAP Limitation Value (-)	1,455,967,849	63,600,723	1,519,568,572
NET APPRAISED VALUE	**11,955,358,769**	**554,022,642**	**12,509,381,411**
Total Exemption Amount	1,900,445,421	71,597,099	1,972,042,520
NET TAXABLE	**10,054,913,348**	**482,425,543**	**10,537,338,891**
TAX LIMIT/FREEZE ADJUSTMENT	**972,704,289**	**33,083,589**	**1,005,787,878**
LIMIT ADJ TAXABLE (I&S)	**9,082,209,059**	**449,341,954**	**9,531,551,013**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**9,082,209,059**	**449,341,954**	**9,531,551,013**

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX

$71,243,005.07 = 9,531,551,013 * 0.691919 / 100) + $5,292,392.62

CITY OF BROWNSVILLE

Tax Limit Adjustment Breakdown

(Freeze)

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	64,379,272	60,814,749	310,388.95	320,062.97	701
DPS	1,052,245	1,047,245	5,346.91	5,346.91	14
OV65	1,010,474,456	907,081,844	4,782,432.79	4,922,661.31	9,672
OV65S	3,630,296	3,056,204	15,179.53	15,531.72	38
Total	1,079,536,269	972,000,042	5,113,348.18	5,263,602.91	10,425

Tax Rate: 0.691919

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	4,140,794	3,955,794	3,251,547	704,247	24
Total	4,140,794	3,955,794	3,251,547	704,247	24

UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	1,817,008	1,817,008	9,406.94	9,690.07	21
OV65	33,707,465	31,240,987	169,637.5	171,306.21	349
Total	35,524,473	33,057,995	179,044.44	180,996.28	370

Tax Rate: 0.691919

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	130,970	124,970	99,376	25,594	1
Total	130,970	124,970	99,376	25,594	1

TOTAL

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	66,196,280	62,631,757	319,795.89	329,753.04	722
DPS	1,052,245	1,047,245	5,346.91	5,346.91	14
OV65	1,044,181,921	938,322,831	4,952,070.29	5,093,967.52	10,021
OV65S	3,630,296	3,056,204	15,179.53	15,531.72	38
Total	1,115,060,742	1,005,058,037	5,292,392.62	5,444,599.19	10,795

Tax Rate: 0.691919

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	4,271,764	4,080,764	3,350,923	729,841	25
Total	4,271,764	4,080,764	3,350,923	729,841	25

CITY OF BROWNSVILLE

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	59,360,099	10,361	2,226,000	380	61,586,099	10,741
OV65-State	0	0	0	0	0	0
OV65-Prorated	13,776	3	0	0	13,776	3
OV65S-Local	162,000	30	0	0	162,000	30
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DP-Local	0	0	0	0	0	0
DP-State	0	0	0	0	0	0
DP-Prorated	0	0	0	0	0	0
DPS-Local	0	0	0	0	0	0
DPS-State	0	0	0	0	0	0
DPS-Prorated	0	0	0	0	0	0
DVHS	117,913,443	688	424,589	5	118,338,032	693
DVHS-Prorated	225,588	2	35,872	1	261,460	3
DVHSS	8,659,409	74	0	0	8,659,409	74
DVHSS-Prorated	0	0	0	0	0	0
FRSS	495,145	1	0	0	495,145	1
Subtotal for Homestead Exemptions	**186,829,460**	**11,159**	**2,686,461**	**386**	**189,515,921**	**11,545**
Disabled Veterans Exemptions						
DV1	1,479,972	158	56,000	8	1,535,972	166
DV1S	115,000	24	5,000	1	120,000	25
DV2	766,365	97	36,000	3	802,365	100
DV2S	37,500	6	0	0	37,500	6
DV3	1,246,000	132	34,000	4	1,280,000	136
DV3S	50,000	5	0	0	50,000	5
DV4	4,490,520	649	192,000	17	4,682,520	666
DV4S	336,000	46	36,000	3	372,000	49
Subtotal for Disabled Veterans Exemptions	**8,521,357**	**1,117**	**359,000**	**36**	**8,880,357**	**1,153**
Special Exemptions						
Charitable Org	10,171,072	6	0	0	10,171,072	6
AB	0	2	0	0	0	2
FR	189,627,738	54	67,862,909	3	257,490,647	57
HT	9,822,672	52	635,534	5	10,458,206	57
MASSS	360,722	3	0	0	360,722	3
PC	100,163	1	0	0	100,163	1
PPV	672,694	31	50,354	1	723,048	32
Subtotal for Special Exemptions	**210,755,061**	**149**	**68,548,797**	**9**	**279,303,858**	**158**

<trueprodigy.com>

CITY OF BROWNSVILLE

Exemptions

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Absolute Exemptions						
EX	5,864	1	0	0	5,864	1
EX-Prorated	0	0	0	0	0	0
Exempt UD	197,780	2	0	0	197,780	2
EX-XA	11,287,775	5	0	0	11,287,775	5
EX-XA-PRORATED	0	0	0	0	0	0
EX-XG	15,656,113	10	0	0	15,656,113	10
EX-XG-PRORATED	0	0	0	0	0	0
EX-XJ	17,154,443	5	0	0	17,154,443	5
EX-XJ-PRORATED	0	0	0	0	0	0
EX-XL	298,499	1	0	0	298,499	1
EX-XL-PRORATED	0	0	0	0	0	0
EX-XR	142,010	2	0	0	142,010	2
EX-XR-PRORATED	0	0	0	0	0	0
EX-XU	94,712	1	0	0	94,712	1
EX-XU-PRORATED	0	0	0	0	0	0
EX-XV	1,448,476,275	3,179	0	0	1,448,476,275	3,179
EX-XV-PRORATED	44,347	5	0	0	44,347	5
EX366	981,725	745	2,841	2	984,566	747
Subtotal for Absolute Exemptions	**1,494,339,543**	**3,956**	**2,841**	**2**	**1,494,342,384**	**3,958**
Total:	**1,900,445,421**	**16,381**	**71,597,099**	**433**	**1,972,042,520**	**16,814**

New Value

Total New Market Value: $181,528,236

Total New Taxable Value: $176,923,937

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XV	Other Exemptions (including public property, reli...	27	781,642
Absolute Exemption Value Loss:		**27**	**781,642**

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
AB	Abatement (Special Exemption)	1	0
CHODO	11.182 Community Housing Development Organi...	1	2,470,884
DP	Disability	16	0
DV1	Disabled Veterans 10% - 29%	10	85,000
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	5,000
DV2	Disabled Veterans 30% - 49%	6	37,500
DV2S	Disabled Veterans Surviving Spouse 30% - 49%	1	7,500
DV3	Disabled Veterans 50% - 69%	15	164,000
DV4	Disabled Veterans 70% - 100%	62	648,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	2	12,000
DVHS	Disabled Veteran Homestead	34	8,013,095
DVHSS	Disabled Veteran Homestead Surviving Spouse (...	3	294,568
FR	FREEPORT	57	257,490,647
HT	Historical (Special Exemption)	54	10,002,842
OV65	Over 65	198	1,129,765
OV65S	OV65 Surviving Spouse	1	6,000
PPV	Personal Property Vehicle (Unused Special Exem...	6	163,677
Partial Exemption Value Loss:		**468**	**280,530,478**
Total NEW Exemption Value			**281,312,120**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		**0**	**0**
Total Exemption Value Loss:			**281,312,120**

Average Homestead Value

Category	Count of HS	Average Market	Average Exemption	Average Taxable
A Only	26,342	184,963	4,485	118,762
A & E	26,371	184,991	4,485	118,813

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
2,983	618,137,876	442,869,894	334,122,606

CITY OF BROWNSVILLE

State Category Breakdown

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	47,212		144,220,200	7,917,868,720	6,266,210,915
B	Multifamily Residential	1,799		19,076,808	524,993,126	517,585,065
C1	Vacant Lots and Tracts	8,170		148,606	345,196,425	344,863,159
D1	Qualified Open-Space Land	429	73,930.95	0	91,242,297	7,670,576
D2	Farm or Ranch Improvements on Qualified	29		3,600	233,168	233,168
E	Rural Land,Not Qualified for Open-Space Land	345		130,528	39,299,936	37,524,501
F1	Commercial Real Property	3,580		15,204,678	1,797,334,882	1,788,379,757
F2	Industrial Real Property	48		0	74,281,075	74,281,075
J2	Gas Distribution Systems	4		0	12,304,426	12,304,426
J3	Electric Companies (including Co-ops)	34		0	29,542,610	29,542,610
J4	Telephone Companies (including Co-ops)	20		0	8,377,169	8,377,169
J5	Railroads	13		0	11,029,541	11,029,541
J6	Pipelines	9		0	12,536,280	12,536,280
J7	Cable Companies	1		0	2,134,200	2,134,200
J8	Other Type of Utility	147		0	14,150,407	14,147,037
L1	Commercial Personal Property	6,030		0	654,972,430	653,036,346
L2	Industrial and Manufacturing Personal Property	152		0	392,824,893	203,187,969
M1	Mobile Homes	1,553		40,033	14,315,885	13,377,045
O	Residential Inventory	117		0	2,927,016	2,927,016
S	Special Inventory	229		0	55,338,540	55,315,440
XA	Public Property for Housing Indigent Persons	5		0	11,287,775	0
XG	Primarily Performing Charitable Functions (§11.	10		0	16,086,861	0
XJ	Private Schools (§11.21)	5		188,771	17,154,443	0
XL	Organizations Providing Economic	1		0	298,499	0
XR	Nonprofit Water or Wastewater Corporation	2		0	142,010	0
XU	MiscellaneousExemptions (§11.23)	1		0	94,712	0
XV	Other Totally Exempt Properties (including	3,217	157.98	273,373	1,449,068,480	250,053
		Totals:	74,088.93	179,286,597	13,495,035,806	10,054,913,348

CITY OF BROWNSVILLE

State Category Breakdown

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	2,505		2,227,361	370,283,256	303,232,370
B	Multifamily Residential	72		1,408	16,434,376	16,298,717
C1	Vacant Lots and Tracts	249		11,714	17,539,827	17,527,827
D1	Qualified Open-Space Land	5	1,706.44	0	536,843	22,332
E	Rural Land,Not Qualified for Open-Space Land	11		0	1,384,930	1,370,797
F1	Commercial Real Property	77		1,156	65,807,418	65,738,378
J6	Pipelines	1		0	18,994	18,994
J8	Other Type of Utility	1		0	24,400	24,400
L1	Commercial Personal Property	98		0	26,317,630	26,264,435
L2	Industrial and Manufacturing Personal Property	5		0	119,671,614	51,808,705
M1	Mobile Homes	2		0	27,267	27,267
S	Special Inventory	1		0	91,321	91,321
		Totals:	1,706.44	2,241,639	618,137,876	482,425,543

CITY OF BROWNSVILLE

State Category Breakdown

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	49,717		146,447,561	8,288,151,976	6,569,443,285
B	Multifamily Residential	1,871		19,078,216	541,427,502	533,883,782
C1	Vacant Lots and Tracts	8,419		160,320	362,736,252	362,390,986
D1	Qualified Open-Space Land	434	75,637.39	0	91,779,140	7,692,908
D2	Farm or Ranch Improvements on Qualified	29		3,600	233,168	233,168
E	Rural Land,Not Qualified for Open-Space Land	356		130,528	40,684,866	38,895,298
F1	Commercial Real Property	3,657		15,205,834	1,863,142,300	1,854,118,135
F2	Industrial Real Property	48		0	74,281,075	74,281,075
J2	Gas Distribution Systems	4		0	12,304,426	12,304,426
J3	Electric Companies (including Co-ops)	34		0	29,542,610	29,542,610
J4	Telephone Companies (including Co-ops)	20		0	8,377,169	8,377,169
J5	Railroads	13		0	11,029,541	11,029,541
J6	Pipelines	10		0	12,555,274	12,555,274
J7	Cable Companies	1		0	2,134,200	2,134,200
J8	Other Type of Utility	148		0	14,174,807	14,171,437
L1	Commercial Personal Property	6,128		0	681,290,060	679,300,781
L2	Industrial and Manufacturing Personal Property	157		0	512,496,507	254,996,674
M1	Mobile Homes	1,555		40,033	14,343,152	13,404,312
O	Residential Inventory	117		0	2,927,016	2,927,016
S	Special Inventory	230		0	55,429,861	55,406,761
XA	Public Property for Housing Indigent Persons	5		0	11,287,775	0
XG	Primarily Performing Charitable Functions (§11.	10		0	16,086,861	0
XJ	Private Schools (§11.21)	5		188,771	17,154,443	0
XL	Organizations Providing Economic	1		0	298,499	0
XR	Nonprofit Water or Wastewater Corporation	2		0	142,010	0
XU	MiscellaneousExemptions (§11.23)	1		0	94,712	0
XV	Other Totally Exempt Properties (including	3,217	157.98	273,373	1,449,068,480	250,053
		Totals:	75,795.37	181,528,236	14,113,173,682	10,537,338,891

Year Entity Description	2022 CBR CITY OF BROWNSVILLE	2023 CBR CITY OF BROWNSVILLE	Value Diff	% Diff
Properties	74,253	75,215	962	1.30%
Land Value	2,573,864,828	3,874,180,112	1,300,315,284	50.52%
Imp Value	6,953,019,522	8,899,714,406	1,946,694,884	28.00%
Personal	1,122,767,939	1,339,279,164	216,511,225	19.28%
Mineral	0	0	0	0.00%
Market	10,649,652,289	14,113,173,682	3,463,521,393	32.52%
Ag Loss	84,073,625	84,223,699	150,074	0.18%
Cap Loss	267,620,673	1,519,568,572	1,251,947,899	467.81%
Assessed	10,297,957,991	12,509,381,411	2,211,423,420	21.47%
Total Exemptions	1,853,217,808	1,972,042,520	118,824,712	6.41%
Taxable Value	8,444,740,183	10,537,338,891	2,092,598,708	24.78%
Tax Rate	0.691919	0.691919	0	0.00%
Run Date	7/18/2023	7/23/2023		
Supplement No.	15	0		

City of Brownsville, Texas

Consideration and ACTION to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2022 tax roll.

August 1, 2023

CAMERON APPRAISAL DISTRICT

CERTIFICATION OF APPRAISAL ROLL TO ASSESSOR

2023

RE: SECTION §26.01 PROPERTY TAX CODE

I, Richard Molina, Chief Appraiser for the Cameron Appraisal District, certify that the Appraisal Review Board approved the appraisal records on July 24, 2023 and the part of those records as presented herein constitute the 2023 appraisal roll

for **CITY OF BROWNSVILLE**
Taxing Unit

ARB Approved Market Value:	**$13,495,035,806**
ARB Approved Net Taxable Value:	**$10,054,913,348**
Market Value Under ARB Review:	**$618,137,876**

*Value under ARB Review has a potential loss capacity of 2% - 4%.

Richard Molina
Richard Molina, Chief Appraiser

July 24, 2023
Date



City of Brownsville, Texas

Consideration and ACTION to acknowledge the collector's certification of the estimated ad valorem tax debt collection rate for tax year 2023, and the excess debt tax collections for tax year 2022.
August 1, 2023

OFFICE OF THE
TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 78522-0952

ANTONIO "TONY" YZAGUIRRE, JR.
TAX ASSESSOR-COLLECTOR

RICK CAMARILLO
CHIEF DEPUTY

BROWNSVILLE
MAIN OFFICE
835 E. LEVEE ST.
(956) 544-0800
FAX: 544-0806

~~BROWNSVILLE~~
~~SOUTHMOST~~
~~BRANCH OFFICE~~
~~3900 SOUTHMOST RD.~~
~~(956) 574-8170~~
~~FAX: 574-8170~~

~~BROWNSVILLE~~
~~WESTSIDE~~
~~BRANCH OFFICE~~
~~1783 MILITARY HWY.~~
~~(956) 548-5854~~
~~FAX: 548-6673~~

HARLINGEN
BRANCH OFFICE
3308 WILSON RD.
(956) 427-8013
FAX: 427-8017

LOS FRESNOS
BRANCH OFFICE
745 W. OCEAN BLVD.
(956) 233-4494
FAX: 233-6154

SAN BENITO DRIVE-UP
BRANCH OFFICE
199 S. SAM HOUSTON
(956) 847-8361
FAX: 361-8263

SAN BENITO
BRANCH OFFICE
1390 W. EXPWY 83
(956)361-8232
FAX:361-8235

PORT ISABEL
BRANCH OFFICE
505 HWY. 100
(956) 943-8101
FAX: 943-0184

LA FERIA
BRANCH OFFICE
800 INDUSTRIAL
(956) 797-3075
FAX: 797-9859

RIO HONDO
BRANCH OFFICE
125 W. COLORADO
(956) 748-2345
FAX: 748-4822

July 7, 2023

July 10, 2023

CITY OF BROWNSVILLE
LUPE GRANADO IIII-FINANCE DIRECTOR
PO BOX 911
BROWNSVILLE, TX 78520

Dear LUPE GRANADO IIII-FINANCE DIRECTOR :

The following is being provided for the calculation of your 2023 property tax rate. This is required by Property Tax Code (PTC) Sec 26.04(b) which states that an anticipated collection rate and excess debt collected are to be certified by the collector.

1. For tax year 2023, your unit's anticipated collection rate is **98.2%** and
2. The excess debt is **$ 1,900,900**. (disregard if you only collect M&O taxes).

Additionally, the following information is requested pursuant to PTC Sec 26.16 (a) & (d-1) following the adoption of your tax rate. **Please fill out the next page and send back to us by August 7, 2023.**

Failure to respond to this correspondence and failure to submit this information will not allow us to publish your information as required by Property Tax Code Section 26.16 and will be annotated as "information not provided by taxing unit".

1. Adopted Tax Rate:
2. Maintenance & Operations (M&O) rate:
3. Debt Rate
4. No-New-Revenue tax rate:
5. No-New-Revenue M&O rate:
6. Voter-Approval tax rate:
7. Copy of Tax Rate Calculation forms (signed)
8. Name & official contact information for each member of your taxing unit's governing body.

Also, please confirm your delinquent law firm, attorney rate & commission rate for your taxing unit in the space below.

Sincerely,

Antonio "Tony" Yzaguirre, Jr.-Cameron County Tax Assessor-Collector
Rick Camarillo-Chief Deputy
Ramiro Noyola- Assistant Chief Deputy/Internal Auditor

Property Tax Code Sec 26.16

City of Brownsville, Texas

Consideration and ACTION to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for the tax year 2023 or fiscal year 2024.

August 1, 2023

2023 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF BROWNSVILLE	956 548-6019
Taxing Unit Name	Phone (area code and number)
PO BOX 911 BROWNSVILLE TX 78520	www.brownsvilletx.gov
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2022 total taxable value.** Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 8,444,740,183
2.	**2022 tax ceilings.** Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 871,890,078
3.	**Preliminary 2022 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 7,572,850,105
4.	**2022 total adopted tax rate.**		$ 0.691919 /$100
5.	**2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.**		
	A. **Original 2022 ARB values:**	$ 20,089,387	
	B. **2022 values resulting from final court decisions:**	- $ 16,451,781	
	C. **2022 value loss.** Subtract B from A.[3]		$ 3,637,606
6.	**2022 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2022 ARB certified value:**	$ 0	
	B. **2022 disputed value:**	- $ 0	
	C. **2022 undisputed value.** Subtract B from A.[4]		$ 0
7.	**2022 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 3,637,606

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division

For additional copies, visit: comptroller.texas.gov/taxes/property-tax

50-856 • 6-23/10

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	**2023 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ 0.562670 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. $ 0.549227 /$100
As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate. $ 0.562670 /$100
As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 58

De minimis rate. $ 0.000000 /$100
If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.[5]

print here ▶ LUPE GRANADOS III FINANCE DIRECTOR
Printed Name of Taxing Unit Representative

sign here ▶
Taxing Unit Representative Date

City of Brownsville, Texas

Discuss a Possible Tax Rate Increase & Authorize a Public Hearing.

August 1, 2023

Terminology Under SB 2

No-New-Revenue Tax Rate

"No-New-Revenue Tax Rate" = (Last Year's Levy - Lost Property Levy) / (Current Total Value - New Property Value) [1]

- Rate that would provide about the same amount of revenue on properties taxed in both years.

Voter-Approval Tax Rate

"Voter-Approval Tax Rate" = (No-New-Revenue Maintenance and Operations Rate x 1.035) + (Current Debt Rate + Unused Increment Rate) [1]

- Maximum rate allowed without voter approval. Rate to retire debt may rise as high as necessary.

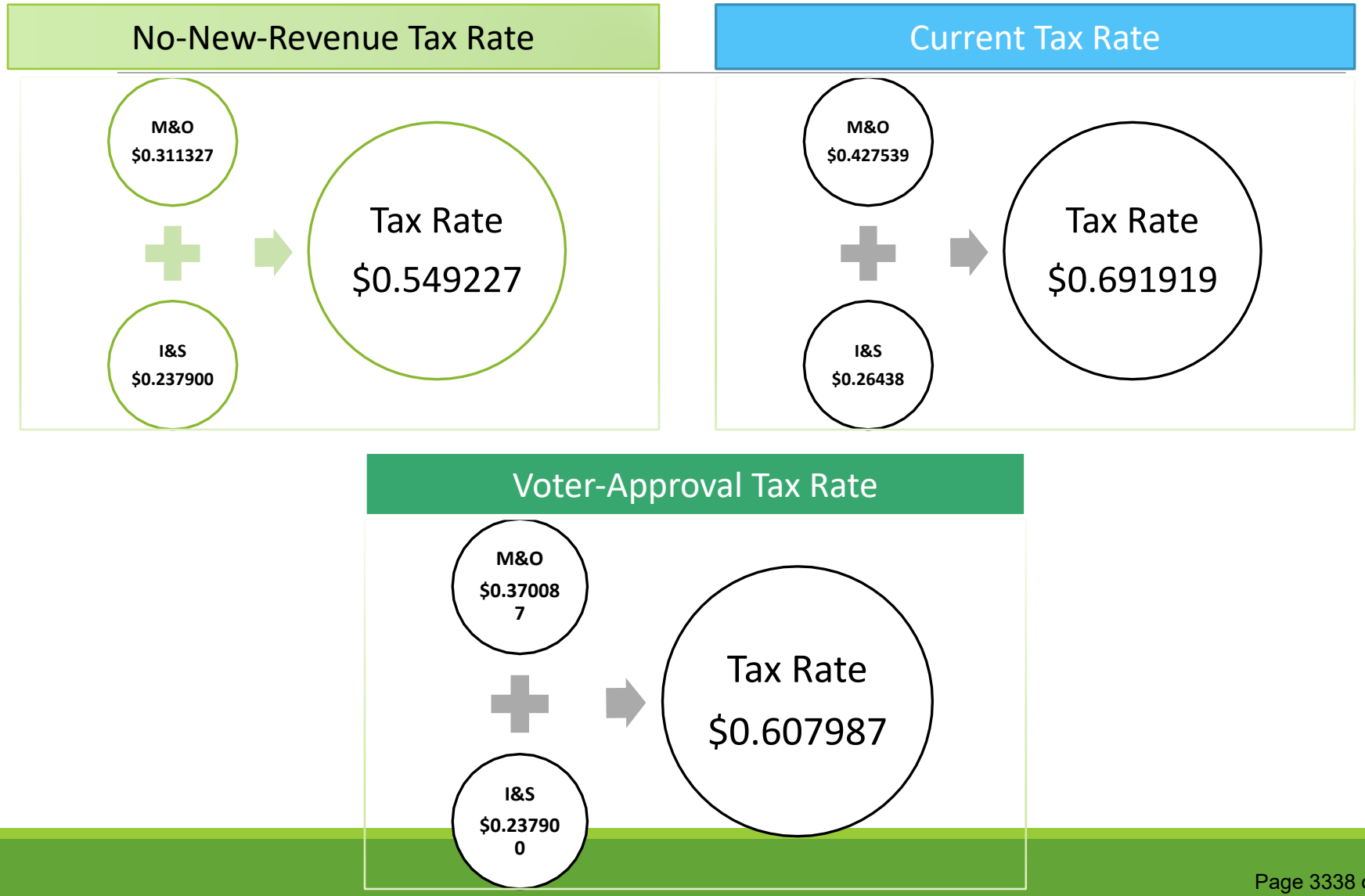
[1] Tex. Tax Code §26.04(c)(2)

Significant Impacts Due to SB 2

Pre SB 2	Post SB 2
If city adopted a tax rate exceeding the rollback rate (8% M&O growth), voters could petition for a rollback election.	If city adopts a tax rate exceeding the voter-approval rate (3.5% M&O growth), city must hold an automatic election.
If collection rate was certified at 100% no adjustment for excess collections was necessary.	Debt service is adjusted by the amount by which actual collections exceeded the preceding year's anticipated collection rate.[2]
	Difference between preceding year's voter-approval rate and adopted rate ("Unused Increment") can be recaptured in future years.

[2] Tex. Tax Code §26.04(b)

General (M&O) & Debt Service (I&S) Funds Ad Valorem Tax Rate Distribution



Property Tax Rates 2023 Tax Year

Current Tax Rate = $0.691919

No-New-Revenue(NNR) Rate = $0.549227

- **This rate raises the same amount of property tax revenue from same properties in both 2022 and 2023 tax years.**

Voter Approval Rate = $0.607987

- **This rate is the highest rate City may adopt without holding an election to approve rate.**

Truth-In-Taxation

The Texas Constitution sets out the general requirements for Truth-In-Taxation. Truth-In-Taxation states that if the City is going to propose a tax rate that exceeds the lower of the no-new-revenue tax rate or the voter-approval tax rate, the City must hold a public hearing.

We are proposing tonight that the City Commission announces or authorizes by vote that a public hearing be held on August 16th to discuss a possible tax rate increase that exceeds the no-new-revenue tax rate.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to acknowledge the collector's certification of the estimated ad valorem tax debt collection rate for tax year 2023, and the excess debt tax collections for tax year 2022. (Financial Services Department)

Summary:
Truth-in-taxation laws, as written in the Property Tax Code, state that a taxing unit that levies a debt tax must consider anticipated collections in calculating the debt component of its voter-approval tax rate. The collector for such a unit must certify two items to the governing body:

1. The estimated debt collection rate for tax year 2023, and
2. Excess debt tax collections for tax year 2022.

Property tax code 26.04(h) as amended by Texas Senate Bill 2 of the 86th legislature states that if the anticipated collection rate of a taxing unit is lower than the lowest actual collection rate for any of the preceding three years, the anticipated collection rate is equal to the lowest actual collection rate of those three years. The lowest collection rate in the preceding three years was 98.2%. I, as the designated tax collector for the city, certify that the estimated 2022 anticipated collection rate will be 98.2%. This estimated collection ratio has also been certified by Mr. Tony Yzaguirre, Cameron County Tax Collector. Even though we will not know the precise amount until the period (next year) is over, truth-in-taxation laws require an estimate.

The collector also certify that the excess debt tax collections for tax year 2021 were $1,900,900.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Finance recommends acknowledgement.

Commission Pillar:
Governance

Attachments:
1. County Letter - Anticipated Collection Rate and Excess debt

OFFICE OF THE
TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 78522-0952

ANTONIO "TONY" YZAGUIRRE, JR.
TAX ASSESSOR-COLLECTOR

RICK CAMARILLO
CHIEF DEPUTY

BROWNSVILLE
MAIN OFFICE
835 E. LEVEE ST.
(956) 544-0800
FAX: 544-0808

~~BROWNSVILLE~~
~~SOUTHMOST~~
~~BRANCH OFFICE~~
~~2900 SOUTHMOST RD.~~
~~(956) 574-8176~~
~~FAX: 574-8176~~

~~BROWNSVILLE~~
~~WESTSIDE~~
~~BRANCH OFFICE~~
~~1763 MILITARY HWY.~~
~~(956) 542-5854~~
~~FAX: 542-6673~~

HARLINGEN
BRANCH OFFICE
3302 WILSON RD.
(956) 427-8013
FAX: 427-8017

LOS FRESNOS
BRANCH OFFICE
745 W. OCEAN BLVD.
(956) 233-4494
FAX: 233-6154

SAN BENITO DRIVE-UP
BRANCH OFFICE
199 S. SAM HOUSTON
(956) 247-8361
FAX: 361-8263

SAN BENITO
BRANCH OFFICE
1390 W. EXPWY 83
(956)361-8232
FAX:361-8235

PORT ISABEL
BRANCH OFFICE
505 HWY. 100
(956) 943-8101
FAX: 943-0184

LA FERIA
BRANCH OFFICE
200 INDUSTRIAL
(956) 797-3075
FAX: 797-9239

RIO HONDO
BRANCH OFFICE
125 W. COLORADO
(956) 748-2345
FAX: 748-4622

July 10, 2023

CITY OF BROWNSVILLE
LUPE GRANADO IIII-FINANCE DIRECTOR
PO BOX 911
BROWNSVILLE, TX 78520

Dear LUPE GRANADO IIII-FINANCE DIRECTOR :

The following is being provided for the calculation of your 2023 property tax rate. This is required by Property Tax Code (PTC) Sec 26.04(b) which states that an anticipated collection rate and excess debt collected are to be certified by the collector.

1. For tax year 2023, your unit's anticipated collection rate is **98.2%** and
2. The excess debt is **$ 1,900,900**. (disregard if you only collect M&O taxes).

Additionally, the following information is requested pursuant to PTC Sec 26.16 (a) & (d-1) following the adoption of your tax rate. **Please fill out the next page and send back to us by August 7, 2023.**

Failure to respond to this correspondence and failure to submit this information will not allow us to publish your information as required by Property Tax Code Section 26.16 and will be annotated as "information not provided by taxing unit".

1. Adopted Tax Rate:
2. Maintenance & Operations (M&O) rate:
3. Debt Rate
4. No-New-Revenue tax rate:
5. No-New-Revenue M&O rate:
6. Voter-Approval tax rate:

Property Tax Code Sec 26.16

7. Copy of Tax Rate Calculation forms (signed)
8. Name & official contact information for each member of your taxing unit's governing body.

Also, please confirm your delinquent law firm, attorney rate & commission rate for your taxing unit in the space below.

Sincerely,



Antonio "Tony" Yzaguirre, Jr.-Cameron County Tax Assessor-Collector
Rick Camarillo-Chief Deputy
Ramiro Noyola- Assistant Chief Deputy/Internal Auditor

Name of Taxing Unit: **CITY OF BROWNSVILLE**

1.	*Adopted Tax Rate:	$
2.	*Maintenance & Operations (M&O) rate:	$
3.	*Debt Rate	$
4.	No-New-Revenue tax rate:	$
5.	No-New-Revenue M&O rate:	$
6.	Voter-Approval tax rate:	$
7.	Sales Tax Rate (if any)	$

*Please provide this information over to our office as soon as it is available.

Members of Governing Body

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Property Tax Code Sec 26.16

July 7, 2023

Name of Taxing Unit: **CITY OF BROWNSVILLE**

Please confirm the following for your taxing unit:

*****For 2023 tax year, please confirm your Delinquent Attorney Law firm, Attorney rate/Commission rate/Discount information below:**

Law firm: _____

Attorney Fee Rate: _____

Commission Rate: _____

Discount on early payments: _____

Property Tax Code Sec 26.16

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for the tax year 2023 or fiscal year 2024. (Financial Services Department)

Summary:
The city must calculate the no-new-revenue and voter-approval tax rates according to Property Tax Code Chapter 26, Section 4(c).

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year, based on a tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years. The taxing unit's no new-revenue tax rate is a calculated rate generally equal to the last year's taxes divided by the current taxable value of properties that were also on the tax roll last year. The resulting tax rate is used for comparison and as a benchmark for certain notice requirements. To preserve a taxing unit's ability to pay their debt service, the Texas legislature split the voter approval rate calculations into two components:

Maintenance and operations (M&O) rate

- Is the tax rate that would be needed to raise the amount the taxing unit needs to fund operations.
- Includes salaries, utilities and other day-to-day operations

Debt service rate

- Covers the interest and principal on bonds and other debt secured by property tax revenues
- Also called "interest and sinking" (I&S)

- Does not depend on prior year's debt taxes at all, only what the unit will need for the current year.
- Does not trigger an automatic election when the portion of the overall rate used to retire debt rises.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Finance recommends acknowledgement

Commission Pillar:
Governance

Attachments:
1. 2023 Tax Rate Calculation Worksheet_CBR_7_28_23

2023 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF BROWNSVILLE	956 548-6019
Taxing Unit Name	Phone *(area code and number)*
PO BOX 911 BROWNSVILLE TX 78520	www.brownsvilletx.gov
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2022 total taxable value.** Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 8,444,740,183
2.	**2022 tax ceilings.** Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 871,890,078
3.	**Preliminary 2022 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 7,572,850,105
4.	**2022 total adopted tax rate.**		$ 0.691919 /$100
5.	**2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.**		
	A. **Original 2022 ARB values:**	$ 20,089,387	
	B. **2022 values resulting from final court decisions:**	- $ 16,451,781	
	C. **2022 value loss.** Subtract B from A.[3]		$ 3,637,606
6.	**2022 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2022 ARB certified value:**	$ 0	
	B. **2022 disputed value:**	- $ 0	
	C. **2022 undisputed value.** Subtract B from A.[4]		$ 0
7.	**2022 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 3,637,606

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2022 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 7,576,487,711
9.	**2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022.** Enter the 2022 value of property in deannexed territory. [5]	$ 0
10.	**2022 taxable value lost because property first qualified for an exemption in 2023.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2022 market value: $ 781,642 **B. Partial exemptions.** 2023 exemption amount or 2023 percentage exemption times 2022 value: + $ 280,530,478 **C. Value loss.** Add A and B. [6]	$ 281,312,120
11.	**2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023.** Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. **A. 2022 market value:** $ 0 **B. 2023 productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 281,312,120
13.	**2022 captured value of property in a TIF.** Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 86,199,749
14.	**2022 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 7,208,975,842
15.	**Adjusted 2022 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 49,880,273
16.	**Taxes refunded for years preceding tax year 2022.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. [9]	$ 168,307
17.	**Adjusted 2022 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 50,048,580
18.	**Total 2023 taxable value on the 2023 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** $ 10,054,913,348 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **D. Tax increment financing:** Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 126,867,036 **E. Total 2023 value.** Add A and B, then subtract C and D.	$ 9,928,046,312

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A. 2023 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 334,122,606 **B. 2023 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 334,122,606
20.	**2023 tax ceilings.** Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 972,704,289
21.	**2023 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 9,289,464,629
22.	**Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022.** Include both real and personal property. Enter the 2023 value of property in territory annexed. [18]	$ 0
23.	**Total 2023 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2023. [19]	$ 176,923,937
24.	**Total adjustments to the 2023 taxable value.** Add Lines 22 and 23.	$ 176,923,937
25.	**Adjusted 2023 taxable value.** Subtract Line 24 from Line 21.	$ 9,112,540,692
26.	**2023 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ 0.549227 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. [21]	$ _____ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2022 M&O tax rate.** Enter the 2022 M&O tax rate.	$ 0.427539 /$100
29.	**2022 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 7,576,487,711

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §26.012(6)
[18] Tex. Tax Code §26.012(17)
[19] Tex. Tax Code §26.012(17)
[20] Tex. Tax Code §26.04(c)
[21] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	**Total 2022 M&O levy.** Multiply Line 28 by Line 29 and divide by $100	$ 32,392,439
31.	**Adjusted 2022 levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + $ 106,799	
	B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. – $ 195,171	
	C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0	
	D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -88,372	
	E. Add Line 30 to 31D.	$ 32,304,067
32.	**Adjusted 2023 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 9,112,540,692
33.	**2023 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.	$ 0.354501 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23] **If not applicable or less than zero, enter 0.**	
	A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0	
	B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100. $ 0 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0 /$100
35.	**Rate adjustment for indigent health care expenditures.** [24] **If not applicable or less than zero, enter 0.**	
	A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. $ 0	
	B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. – $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100. $ 0 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0 /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code §26.044
[24] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25] **If not applicable or less than zero, enter 0.** **A.** **2023 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. $ 0 **B.** **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose. $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0 /$100 **D.** Multiply B by 0.05 and divide by Line 32 and multiply by $100. $ 0 /$100 **E.** Enter the lesser of C and D. If not applicable, enter 0.	$ 0 /$100
37.	**Rate adjustment for county hospital expenditures.** [26] **If not applicable or less than zero, enter 0.** **A.** **2023 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. $ 0 **B.** **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0 /$100 **D.** Multiply B by 0.08 and divide by Line 32 and multiply by $100. $ 0 /$100 **E.** Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ 0 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in 2022.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year $ 0 **B.** **Expenditures for public safety in 2022.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100 $ 0 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0 /$100
39.	**Adjusted 2023 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	$ 0.354501 /$100
40.	**Adjustment for 2022 sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 13,867,195 **B.** Divide Line 40A by Line 32 and multiply by $100 $ 0.152177 /$100 **C.** Add Line 40B to Line 39.	$ 0.506678 /$100
41.	**2023 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	$ 0.524411 /$100

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2023 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.[27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ 0 /$100
42.	**Total 2023 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.[28] Enter debt amount ... $ 24,546,798 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ... – $ 0 **D.** Subtract **amount paid** from other resources ... – $ 944,000 **E. Adjusted debt.** Subtract B, C and D from A.	$ 23,602,798
43.	**Certified 2022 excess debt collections.** Enter the amount certified by the collector.[29]	$ 1,900,900
44.	**Adjusted 2023 debt.** Subtract Line 43 from Line 42E.	$ 21,701,898
45.	**2023 anticipated collection rate.** **A.** Enter the 2023 anticipated collection rate certified by the collector.[30] ... 98.20 % **B.** Enter the 2022 actual collection rate. ... 98.40 % **C.** Enter the 2021 actual collection rate. ... 98.20 % **D.** Enter the 2020 actual collection rate. ... 106.70 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[31]	98.20 %
46.	**2023 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 22,099,692
47.	**2023 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 9,289,464,629
48.	**2023 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.237900 /$100
49.	**2023 voter-approval tax rate.** Add Lines 41 and 48.	$ 0.762311 /$100
D49.	***Disaster Line 49 (D49):* 2023 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ /$100

[27] Tex. Tax Code §26.042(a)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §26.012(10) and 26.04(b)
[30] Tex. Tax Code §26.04(b)
[31] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	$ 0 /$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2022 or in May 2023.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2022.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 14,335,782
53.	**2023 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 9,289,464,629
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ 0.154324 /$100
55.	**2023 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.549227 /$100
56.	**2023 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2022 or in May 2023.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	$ 0.549227 /$100
57.	**2023 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ 0.762311 /$100
58.	**2023 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ 0.607987 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ 0
60.	**2023 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 9,289,464,629
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ 0 /$100
62.	**2023 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ 0.607987 /$100

[32] Tex. Tax Code §26.041(d)
[33] Tex. Tax Code §26.041(i)
[34] Tex. Tax Code §26.041(d)
[35] Tex. Tax Code §26.04(c)
[36] Tex. Tax Code §26.04(c)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**Year 3 component.** Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate. **A.** Voter-approval tax rate (Line 67) ..... $ 0.691919 /$100 **B.** Unused increment rate (Line 66) ..... $ 0.000000 /$100 **C.** Subtract B from A ..... $ 0.691919 /$100 **D.** Adopted Tax Rate ..... $ 0.691919 /$100 **E.** Subtract D from C ..... $ 0.000000 /$100	
64.	**Year 2 component.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. **A.** Voter-approval tax rate (Line 67) ..... $ 0.697113 /$100 **B.** Unused increment rate (Line 66) ..... $ 0.007755 /$100 **C.** Subtract B from A ..... $ 0.689358 /$100 **D.** Adopted Tax Rate ..... $ 0.697113 /$100 **E.** Subtract D from C ..... $ -0.007755 /$100	
65.	**Year 1 component.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. **A.** Voter-approval tax rate (Line 65) ..... $ 0.705719 /$100 **B.** Unused increment rate (Line 64) ..... $ 0.000000 /$100 **C.** Subtract B from A ..... $ 0.705719 /$100 **D.** Adopted Tax Rate ..... $ 0.697964 /$100 **E.** Subtract D from C ..... $ 0.007755 /$100	
66.	**2023 unused increment rate.** Add Lines 63E, 64E and 65E.	$ 0 /$100
67.	**Total 2023 voter-approval tax rate, including the unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ 0.607987 /$100

[39] Tex. Tax Code §26.013(a)
[40] Tex. Tax Code §26.013(c)
[41] Tex. Tax Code §§26.0501(a) and (c)
[42] Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code §26.063(a)(1)
[44] Tex. Tax Code §26.012(8-a)
[45] Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2023 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ 0.354501 /$100
69.	**2023 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 9,289,464,629
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ 0.005382 /$100
71.	**2023 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.237900 /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ 0.000000 /$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2022 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.691919 /$100
74.	**Adjusted 2022 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. **- or -** If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2022 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0 /$100
75.	**Increase in 2022 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ 0 /$100
76.	**Adjusted 2022 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 7,208,975,842
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ 0
78.	**Adjusted 2023 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 9,112,540,692
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ 0 /$100

[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)
[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	**2023 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ 0.607987 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.549227 /$100
As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate ..... $ 0.607987 /$100
As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 58

De minimis rate. ..... $ 0.000000 /$100
If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [50]

print here ▶ LUPE GRANADOS IIII FINANCE DIRECTOR
Printed Name of Taxing Unit Representative

sign here ▶
Taxing Unit Representative Date

[50] Tex. Tax Code §§26.04(c-2) and (d-2)

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 15, 2023, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services Department)

Summary:
The governing body of a taxing unit, other than a school district, may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. This hearing must:

- Have a quorum of the governing body present,
- Take place within the boundaries of the taxing unit,
- Be conducted on a weekday that is not a public holiday,
- Allow taxpayers an opportunity to express their views, and
- Take place in a public building or, if a public building isn't available, in a building normally open to the public.

A public hearing may not be held before the fifth day after the date the notice of the public hearing is given. Property Tax Code, chapter 26.06(d), expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Finance recommends approval.

Commission Pillar:
Governance

Attachments:
1. FY 2024 Discuss Tax Rate and Authorize Public Hearings - 08-01-2023

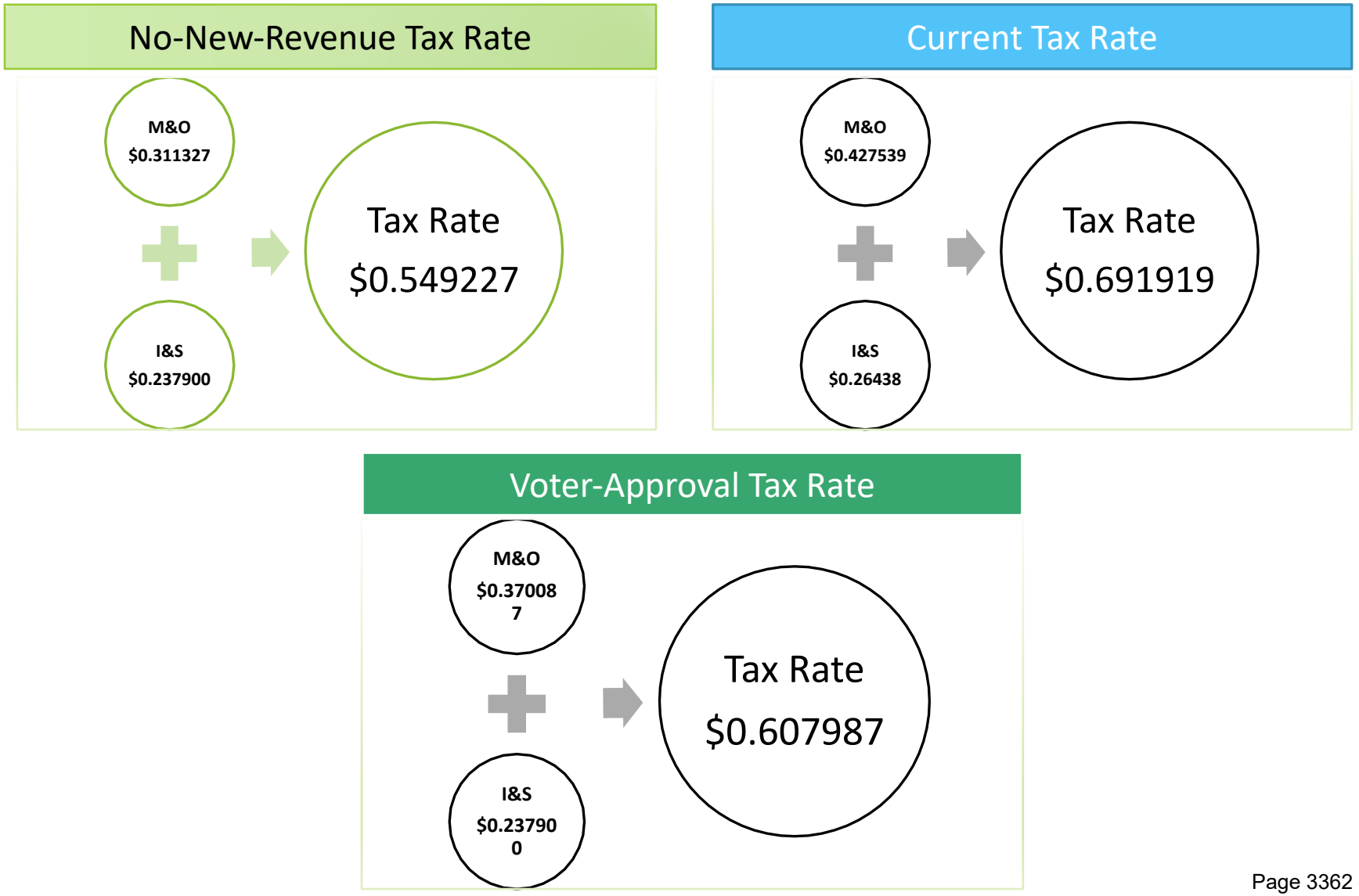


City of Brownsville, Texas

Discuss a Possible Tax Rate Increase & Authorize a Public Hearing.

August 1, 2023

General (M&O) & Debt Service (I&S) Funds Ad Valorem Tax Rate Distribution



Truth-In-Taxation

The Texas Constitution sets out the general requirements for Truth-In-Taxation. Truth-In-Taxation states that if the City is going to propose a tax rate that exceeds the lower of the no-new-revenue tax rate or the voter-approval tax rate, the City must hold a public hearing.

We are proposing tonight that the City Commission announces or authorizes by vote that a public hearing be held on August 16th to discuss a possible tax rate increase that exceeds the no-new-revenue tax rate.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-088**, appointing members to the Audit & Oversight Committee. (Commissioner R. De los Santos/Commissioner B. L. Martinez)

Summary:
The Audit & Oversight Committee was reinstated on July 30, 2019, by the Commission. As per the amended Ordinance Number 2021-1682 and approved on May 18, 2021 (Charter Amendment Election Proposition #8) the Committee shall consist of five (5) members.

Currently, serving on the Audit & Oversight Committee are as follow:

Mayor John Cowen, Jr.
Commissioner Rose Gowen
Francisco Orozco

The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.

Project Scope and Analysis:
Currently there are two vacancies on this Committee. These vacancies were not previously filled.

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends appointing two individuals to the Audit and Oversight Committee. The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.

Commission Pillar:
Governance Pillar

Attachments:
1. Audit&Oversight Board Template
2. Resolution Number 2023-088-Audit-Oversight
3. Section 28A-Audit and oversight committee

Ordinance Number:	Board Name:	Meeting Date:
Ord. 2021-1682	Audit & Oversight Committee	First Friday of every month
Composition: Five (5) Members	**Term of Office: .**	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned ?	Appointed by	TOMA/PIR Certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
Mayor John Cowen, Jr.			07/02/2019				Mayor Mendez		
Commissioner Rose Gowen			05/01/2021				Mayor Mendez		
Francisco J. Orozco							Mayor Mendez		
Vacancy									
Vacancy									

Expired

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest

RESOLUTION NUMBER 2023-088

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE AUDIT & OVERSIGHT COMMITTEE.

WHEREAS, the Audit & Oversight Committee was reinstated on July 30, 2019, by the City Commission, purpose is to provide oversight of the entity's governance, risk management, and internal control practices in order to ascertain the integrity of its practices therefore providing confidence and transparency through independent structure and systematic oversight.

WHEREAS, by Charter Amendment Election held on the 1st day of May 2021, the committee shall consist of five (5) members, and the appointment of each member shall be approved by a vote of no less than 5 out of the seven (7) members of the Commission. The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.

WHEREAS, the City Commission shall appoint each Board member, for a term of two (2) years. A member may not serve more than two (2) terms of two (2) years. Any vacancy occurring on the committee shall be filled by the City Commission and any member appointed to fill a vacancy shall serve only for the unexpired term of his or her predecessor in office. A member who serves the remainder of an unexpired term is eligible to serve two (2) terms of two years following the unexpired term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms on the Audit & Oversight Committee and shall serve without compensation.

NAME	**APPOINTED/REAPPOINTED**

PASSED and **APPROVED** on this _____ day of August 2023

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

Section 28A. Audit and oversight committee.

There is established by this Charter the Audit and Oversight Committee.

(a) The Committee shall assist City Commission and management by providing independent advice and guidance on the adequacy of the entity's initiatives regarding values and ethics, governance structure, risk management, internal control framework, oversight of the internal audit activity, external auditors and other providers of assurance, as well as financial statements and public accountability reporting.

(b) The Committee shall provide City Commission with advice and guidance regarding the adequacy and effectiveness of management's practices and potential improvements to those practices.

(c) The Committee shall consist of five members. The appointment of each member shall be approved by a vote of no less than five out of the seven members of City Commission. The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.

(d) In discharging its responsibilities, the Committee, and its designees, shall have unrestricted access to members of city management, city employees, and information it deems necessary to discharge its duties.

(e) The Committee shall institute and oversee any special investigations or activities related to its purpose which are necessary in discharging its duties. In conducting such investigations, the committee may compel the attendance of witnesses, the production of books and papers and other evidence, and for that purpose may issue subpoenas or attachments as provided by City Charter.

(f) The Committee shall meet at least quarterly, and all meetings of the Committee shall be posted and conducted in accordance with the Texas Open Meetings Act.

(g) The Committee shall employ a city auditor who shall oversee all administrative and operational functions of the Office of the City Auditor. The city auditor, under the supervision of the Committee, shall develop policies and procedures for implementing the purpose and responsibility of the Committee.

(h) The Committee shall report to the City Commission annually, summarizing the committee's activities and recommendations.

(i) City Commission shall adopt an ordinance implementing the terms of this subsection.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Dr. Art Rodriguez,DNP,MPH,CPM, Public Health Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095-A** to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)

Summary:
The Animal Regulation Care and Advisory Committee (ARCAC) which oversees the operations of the animal shelter and ensures adherence to applicable requirements of the Texas Department of Health, is seeking the appointment of board seats that are expiring or currently not filled.

Project Scope and Analysis:
To oversee the operations of the animal shelter. Ensure adherence to applicable requirements of the Texas Department of Health. Suggest necessary modifications to the City of Brownsville Code of Ordinances relating to animals and animal regulation and care.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends reviewing appointments and filling any vacancies.

Commission Pillar:
Governance

Attachments:
1. ARCAC ADVISORY POSITIONS. CC 8.01.23
2. Animal Regulation and Care Advisory Committee

3. Resolution Number 2023-095-A


BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL
REGULATION AND CARE CENTER

Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095-A** to appoint, reappoint, and/or remove member(s) on the Animal Shelter Advisory Committee. (Public Health Department)

BARCC

EVERY PET DESERVES A HOME

BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Animal Regulation and Care Advisory Committee

PURPOSE

To oversee the operations of the animal shelter.
Ensure adherence to applicable requirements of the Texas Department of Health.
Suggest necessary modifications to the City of Brownsville Code of Ordinances relating to animals and animal regulation and care.

WHEN THEY MEET

The Animal Regulation and Care Advisory Committee meets quarterly, at different locations. The City Health Authority may call more frequent meetings if determined that such meetings are necessary.

WHO THEY ARE

The committee consist of 11 members:
The City Health Authority
One (1) City Commissioner
One (1) representative from an animal welfare organization
One (1) licensed veterinarian
Seven (7) additional citizens

Member	District	Term Expiration	Appointed by
Dr. Christopher Romero, Health Authority	N/A	Indefinite	
Bryan L. Martinez, Commissioner	1	Term of Office	Commission
Monica Tellam	3	07/11/2025	Commissioner De Los Santos
Natalie Herfindahl	3	08/06/2023	Commissioner J. Tetreau
Guadalupe Campos-Galvez	3	08/06/2023	Commissioner J. Tetreau
Leticia D. Castillo	2	09/03/2023	Commissioner J. Tetreau
Vacant			
Dr. Logan McAllister, Licensed Veterinarian	N/A	11/16/2026	
Michelle Miller	4	12/14/2025	Commissioner Cardenas
Teresa Saldivar	4	12/14/2025	Commissioner Cowen, Jr.
Dr. Shirley Wells, Animal Welfare Organization	4	12/14/2025	

Animal Regulation and Care Center : Applicants

Applicant's Name	District
Olivia Rodriguez	**4**
Claudia Lozano	**4**
LaHoma M. Pederson	**3**

Thank You



BARCC

EVERY PET DESERVES A HOME

BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Animal Regulation and Care Advisory Committee

PURPOSE

To oversee the operations of the animal shelter.

Ensure adherence to applicable requirements of the Texas Department of Health.

Suggest necessary modifications to the City of Brownsville Code of Ordinances relating to animals and animal regulation and care.

WHEN THEY MEET

The Animal Regulation and Care Advisory Committee meets quarterly, at different locations. The City Health Authority may call more frequent meetings if determined that such meetings are necessary.

WHO THEY ARE

The committee consist of 11 members:

The City Health Authority

One (1) City Commissioner

One (1) representative from an animal welfare organization

One (1) licensed veterinarian

Seven (7) additional citizens

Member	District	Term Expiration	Appointed by
Dr. Christopher Romero, Health Authority	N/A	Indefinite	
Bryan L. Martinez, Commissioner	1	Term of Office	Commission
Monica Tellam	3	07/11/2025	Commissioner De Los Santos
Natalie Herfindahl	3	08/06/2023	Commissioner J. Tetreau
Guadalupe Campos-Galvez	3	08/06/2023	Commissioner J. Tetreau
Leticia D. Castillo	2	09/03/2023	Commissioner J. Tetreau
Vacant			
Dr. Logan McAllister, Licensed Veterinarian	N/A	11/16/2026	
Michelle Miller	4	12/14/2025	Commissioner Cardenas
Teresa Saldivar	4	12/14/2025	Commissioner Cowen, Jr.
Dr. Shirley Wells, Animal Welfare Organization	4	12/14/2025	

Animal Regulation and Care Center: Applicants

Applicant's Name	District
Olivia Rodriguez	**4**
Claudia Lozano	**4**
LaHoma M. Pederson	**3**

RESOLUTION NUMBER(S) 2023-095-A
A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE ANIMAL REGULATION AND CARE ADVISORY COMMITTEE.

WHEREAS, the Animal Regulation Care and Advisory Committee (ARCAC) was created by Ordinance 2021-971-H, as amended; and

WHEREAS, the Animal Regulation Care and Advisory Committee (ARCAC) is to be composed of 11 voting members to be appointed to a 2-year term and shall serve without compensation, except the City's Health Authority; and

WHEREAS, the board is comprised of the City Health Authority, one City Commissioner, one representative from an animal welfare organization, one licensed veterinarian, and seven citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Animal Regulation Care and Advisory Committee.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this _____ day of August, 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-054-A**, to appoint one member to the Ethics Advisory Commission. (Office of the City Secretary)

Summary:
The Ethics Advisory Commission was created by Ordinance 2001-1373. The Ethics Advisory Commission has jurisdiction to review and make findings concerning any alleged violation of the Ethics Ordinance codified as Chapter 38 of the City's Code of Ordinances. The Ethics Ordinance applies to current city officials and employees, former city officials, employees terminated, and persons doing business with the city if a complaint is filed within one year after the date of the alleged violation.

It should be noted that the Office of the City Attorney is currently reviewing the Ethics Ordinance and will recommend amendments to the City Commission on the Ethics hearing process, attorney rotation, and other related provisions that prior experience has shown unfavorable to both the City and complainants.

Project Scope and Analysis:
Six individuals were appointed during the July 11th meeting. One vacancy currently exists (appointment pending from Commissioner De los Santos).

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable:

Recommendation:
Staff recommends a commission appointment for the vacancy.

Commission Pillar:

Governance Pillar

Attachments:

1. Ethics Board Template
2. Resolution Number 2023-054-A-Ethics

Ordinance Number: Ord. 2019-1653	Board Name: Ethics Advisory Commission	Meeting Date:
Composition: 7 Members	Term of Office: Each be appointed to two(2) year staggered term.	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned ?	Appointed by	TOMA/PIR Certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
David Merrill			07/11/2023				Mayor J. Cowen, Jr.		
Martin Sarkis	3		07/11/2023				Commissioner At-Large "A" T. Villarreal		
Juan M. Pequeno	4		07/11/2023				Commissioner At-Large "B" R. Gowen		CIAC
Rigo Flores	3		07/11/2023				Commissioner District 1 B. L. Martinez		
Ismael Hinojosa	2		07/11/2023				Commissioner District 2 L. C. Macias		
							Commissioner District 3 R. De los Santos		
David Willis	3		07/11/2023				Commissioner District 4 P. Cardenas		

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest
Cerise R. Garduno	3		Y		Ethics Advisory
Edward Stapleton	4		Y		Ethics Advisory

RESOLUTION NUMBER 2023-054-A

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING ONE (1) MEMBER TO THE BROWNSVILLE ETHICS ADVISORY COMMISSION.

WHEREAS, the Ethics Advisory Commission was created by Ordinance 2019-1653; and

WHEREAS, the Ethics Advisory Commission shall have jurisdiction to review and make findings concerning any alleged violation of this chapter by any person subject to this chapter, including but not limited to current city officials and employees, former city officials and employees terminated, and persons doing business with the city, if a complaint is filed within one year after the date of the alleged violation; and

WHEREAS, the Ethics Advisory Commission is to be composed of seven members to be appointed to a two (2) year term and may be reappointed to successive terms, each member of the city commission shall have an appointment to the ethics advisory commission and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Ethics Advisory Commission.

NAME	**APPOINTED/REAPPOINTED**

PASSED and **APPROVED** on this day _____ of August 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Omar Ochoa, Building Official
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-084**, to appoint four Alternate Members to the Building and Standards Commission. (Planning & Redevelopment Department)

Summary:
As per the amendment requested by City Commission on July 11, 2023, the Building and Standards Commission is made up of seven (7) Regular Members and four (4) Alternate Members serving 2-year terms.

Current Board of Adjustment members have requested to serve on the Building and Standards Commission. The Office of the City Attorney (OCA) has reviewed this request and has opined that such dual service is legal. OCA will conduct trainings along with the Planning and Redevelopment Department once the board is fully seated.

Project Scope and Analysis:
Appointed: Seven (7) Regular Board Members
Alejandro G. Moreno - 7/11/2023 - Appointed by Commissioner Pedro Cardenas
Howard Slackman - 7/11/2023 - Appointed by Commissioner Roy de los Santos
Larry Hollman - 7/11/2023 - Appointed by Commissioner Rose Gowen
Ankjaer Jensen - 7/11/2023 - Appointed by Commissioner Bryan Martinez
Marcos Cardoza - 7/11/2023 - Appointed by Mayor John Cowen Jr.
Jose Trevino - 7/11/2023 - Appointed by Commissioner Linda C. Macias
Dillon E. Vanderford - 7/11/2023 - Appointed by Mayor John Cowen Jr.

Four (4) Alternate Board Member vacancies remain

Funding:
Source: Item does not require Fiscal approval

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
The Planning & Redevelopment Department requests that City Commission appoint four (4) Alternate Members to the Building and Standards Commission.

Commission Pillar:
- Planning & Redevelopment
- Quality of Life
- Governance

Attachments:
1. Building and Standards Commision Board Appointments Rev 07.20.23
2. Resolution-Board Appointment
3. BOARD TEMPLATE Rev 07.20.23

Building & Standards Commission

PURPOSE

- To hear cases concerning alleged violations of the 2018 International Property Maintenance Code and COB adopted codes and Ordinances regarding Chapter 18 – Building and Building Regulations.
- To serve as a quasi-judicial board to the City Commission.
- Issues orders to vacate, relocate occupants, repair, demolish, or secure premises, and may assess civil penalties.

WHEN THEY MEET

Once a month at 5:30 PM at the City Commission Chambers located at City Hall on the second (2nd) floor of the Old Federal Courthouse: 1001 E. Elizabeth Street.

WHO THEY ARE

The Building and Standards Commission shall be comprised of seven members and four alternates.

Member	Residing District	Appointment Date	Appointed By
Alejandro G. Moreno (R)	3	7/11/2023	Commissioner Pedro Cardenas
Howard Slackman (R)	2	7/11/2023	Commissioner Roy de los Santos
Larry Hollman (R)	2	7/11/2023	Commissioner Rose Gowen
Ankjaer Jensen (R)	3	7/11/2023	Commissioner Bryan Martinez
Marcos Cardoza (R)	4	7/11/2023	Mayor John Cowen Jr.
Jose Trevino (R)	2	7/11/2023	Commissioner Linda C. Macias
Dillon E. Vanderford (R)	4	7/11/2023	Mayor John Cowen Jr.
Vacancy (A)			
Vacancy (A)			
Vacancy (A)			
Vacancy (A)			

Vacancy

Building and Standards Commission: Applicants

Applicant	District
Juan M. Pequeno Currently serving Ethics Advisory Commission Capital Improvement Advisory Committee (CIAC)	4
Blanca M. Campbell	1
Claudia Lozano	4

RESOLUTION NUMBER 2023-084

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BUILDING AND STANDARDS COMMISSION

WHEREAS, the Building and Standards Commission is regulated under City of Brownsville Code of Ordinances Number 2008-1485; and

WHEREAS, Building and Standards Commission is a quasi-judicial commission that hears and determines cases concerning alleged violation of Chapter 18.- Buildings and Building Regulations of the City of Brownsville Code of Ordinances; and

WHEREAS, the City Commission shall appoint each Board member, two (2) year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms on the Building and Standards Commission.

NAME	**EXPIRED/UNEXPIRED**	**TERM ENDING**

PASSED and APPROVED on this _____ day of August 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

Ordinance Number:	Board Name:	Meeting Date:
2023-084	Building and Standards Commission	08-01-2023
Composition: 7 regular members, 4 alternate members	**Term of Office: 2-year terms**	

Present Board Members	Member Type	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Appointed by:
Alejandro G. Moreno	Regular	**3**	1st 2 year term	7/11/2023	7/11/2025	N/A			Commissioner Pedro Cardenas
Howard Slackman	Regular	**2**	1st 2 year term	7/11/2023	7/11/2025	N/A			Commissioner Roy de los Santos
Larry Hollman	Regular	**2**	1st 2 year term	7/11/2023	7/11/2025	N/A			Commissioner Rose Gowen
Ankjaer Jensen	Regular	**No App.**	1st 2 year term	7/11/2023	7/11/2025	N/A			Commissioner Bryan Martinez
Marcos Cardoza	Regular	**4**	1st 2 year term	7/11/2023	7/11/2025	N/A			Mayor John Cowen Jr.
Jose Trevino	Regular	**2**	1st 2 year term	7/11/2023	7/11/2025	N/A			Commissioner Linda C. Macias
Dillon E. Vanderford	Regular	**4**	1st 2 year term	7/11/2023	7/11/2025	N/A			Mayor John Cowen Jr.
Vacancy	Alternate								
Vacancy	Alternate								
Vacancy	Alternate								
Vacancy	Alternate								

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Juan M. Pequeno	4	**Yes** Ethics Advisory Committee/ Capital Improvement Advisory Committee			Historic, Planning, Beautification
Blanca M. Campbell	1	**No**			Planning, Beautification
Claudia Lozano	4	**No**			Auditing, Finance

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-083**, to appoint one (1) Regular and four (4) Alternate Members to the Board of Adjustment. (Planning & Redevelopment Department)

Summary:
Based on the City of Brownsville's Unified Development Code (UDC), the Board of Adjustment is now made up of seven (7) Regular Members and four (4) Alternate Members serving for 2-year terms.

Project Scope and Analysis:

- Six (6) Appointed Regular Members on July 11, 2023
  - Dillon Vanderford – Appointed by Comm. Rose Gowen
  - Howard Slackman – Appointed by Comm. Roy De los Santos
  - Dr. Jose Hinojosa – Appointed by Comm. Linda Macias
  - Ankjaer Jensen – Appointed by Comm. Bryan Martinez
  - Marcos Cardoza – Appointed by Mayor John Cowen
  - Alejandro Moreno – Appointed by Comm. Pedro Cardenas

- One (1) Regular Member vacancy remains – Commissioner Tino Villarreal

- Four (4) Alternate Member vacancies remain

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

The Planning & Redevelopment Department is requesting that City Commission appoints one (1) Regular Member and four (4) Alternate Members to the Board of Adjustment.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. BOA Board Template Resolution 2023-083 Updated
2. Claudia Lozano 05-19-2023
3. RESOLUTION NUMBER 2023-083-Board of Adjustment
4. Updated BOA Board Appointment Presentation 7.11.2023

Ordinance Number: 2023-083	Board Name: Board of Adjustment	Meeting Date: Second Wednesday of the Month
Composition: 7 Regular Members & 4 Alternate Members	**Term of Office: 2-year term**	

Present Board Members	Member Type	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Appointed by:
Dillon Vanderford	Regular	**2**	4th	7/11/2023	7/11/2025	**N/A**	**Y**	**N/A**	Comm. Rose Gowen
Howard Slackman	Regular	**2**	4th	7/11/2023	7/11/2025	**N/A**	**Y**	**N/A**	Comm. Roy De los Santos
Dr. Jose Hinojosa Jr.	Regular	**2**	2nd	7/11/2023	7/11/2025	**N/A**	**Y**	**N/A**	Comm. Linda Macias
Ankjaer Jensen	Regular	**No App.**	1st	7/11/2023	7/11/2025	**N/A**	**Y**	**N/A**	Comm. Bryan Martinez
Marcos Cardoza	Regular	**4**	1st	7/11/2023	7/11/2025	**N/A**	**Y**	**N/A**	Mayor John Cowen
Alejandro Moreno	Regular	**3**	1st	7/11/2023	7/11/2025	**N/A**	**Y**	**N/A**	Comm. Pedro Cardenas
Vacancy	Regular								
Vacancy	Alternate								
Vacancy	Alternate								
Vacancy	Alternate								
Vacancy	Alternate								

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Claudia Lozano	4	**N/A**	**N/A**	**N/A**	Airport Advisory Board, Audit & Oversight Committee, Animal Shelter Advisory Committee, Beautification Committee, etc.

Blanca Gonzalez

From: noreply@civicplus.com
Sent: Friday, May 19, 2023 4:43 PM
To: cityboards; Yolanda Galarza; Griselda Rosas; Laure Morgan - Archived; Blanca Gonzalez
Subject: Online Form Submittal: Public Service Application

Follow Up Flag: Follow up
Flag Status: Flagged



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Public Service Application

Upcoming Board and Task Force vacancies that are to be made tentatively in December 2022, are as follows:

- *Brownsville Community Improvement Corporation - (3)*
- *Brownsville Public Library System Advisory - (2)*
- *Brownsville Border Film Commission - (4)*
- *Capital Improvement Advisory Committee- (1)*
- *Main Street Advisory Board - (4)*
- *Planning & Zoning - (3)*
- *Special Needs Advisory Board - (1)*
- *Transit Advisory Committee - (1)*

Board(s) or Committee(s) Selection	Airport Advisory Board, Audit and Oversight Committee, Animal Shelter Advisory Committee, Beautification Committee (BBC), Board of Adjustment, Building & Standards Commission, Citizens Advisory Committee (BCAC), Convention & Visitors Bureau (BCVB), Greater Brownsville Incentives Corporation (GBIC), Historic Preservation and Design Review Board, Main Street Advisory Board, Parks & Recreation Advisory Committee, Public Library System Advisory Board, Public Utilities Board (BPUB), Special Needs Advisory Board
TASK FORCE SELECTION	*Field not completed.*
Airport Advisory Board	Click here for more info

Beautification Committee (BBC)	Click here for more info
Bicycle & Pedestrian Advisory Committee	Click here for more info
Board of Adjustment	Click here for more info
Building & Standards Commission	Click here for more info
Capital Improvements Advisory Committee (CIAC)	Click here for more info
Convention & Visitors Bureau (BCVB)	Click here for more info
Community Improvement Corporation	Click here for more info
Greater Brownsville Incentives Corporation (GBIC)	Click here for more info
Historic Preservation and Design Review Board	Click here for more info
Main Street Advisory Board	Click here for more info
Parks & Recreation Advisory Committee	Click here for more info
Paseo de la Resaca Landscaping & Lighting	Click here for more info
Planning & Zoning Commission	Click here for more info
Public Library System Advisory Board	Click here for more info
Public Utilities Board (BPUB)	Click here for more info
Transit Advisory Committee	Click here for more info

Personal Information / Demographics

The following information helps track our recruitment and diversity efforts.

First Name	Claudia
Middle Initial	Y

Last Name	Lozano
Age	51
Preferred Pronouns	*Field not completed.*
Preferred Name	*Field not completed.*
Residential Address	244 Boca Chica Boulevard
Residential Zip Code	78520
Mailing Address	244 Boca Chica Boulevard
Mailing Zip	78520
Email	claudia.lozano@vfcu.net
Home Phone	claudia.lozano@vfcu.net
Cell Phone	9562040758
Fax	*Field not completed.*
Sexual Orientation	Prefer not to say
Gender	Female
Ethnicity	Prefer not to answer
Date of Birth	12/16/1971
Background	
Highest Education Level	College/University
Please specify	STVT
Certification(s) or Degree(s)	Computer Bookeeper, ACH Boot Camp, Credit Union Compliance Expert
Professional Affiliations	*Field not completed.*
Volunteer or Community Experience	Russell PTA, Boy Scouts and Laison for VFCU Supervisory Committee.
Other Public Service:	*Field not completed.*
Area of Interest (Related to City Departments)	Auditing and Fiance.

Please provide a brief narrative outlining your reasons for seeking appointment to a City board or commission:	Reached a time in my life that I would like to make a difference in my community.
Have you ever been hired for a position with the City?	No
If yes, which department?	*Field not completed.*
If yes, what dates?	*Field not completed.*
Reason for leaving City employment?	*Field not completed.*
Current Employer	Valley Federal Credit Union
Employer Address	183 Price Rd
Employer Zip Code	78520

Appointment Qualifications

Are you qualified to vote in a City of Brownsville election?	Yes
Are you a City of Brownsville resident?	Yes
How long?	51 years
Have you ever represented any other private person, group or entity for compensation before the City Council or any department, commission, board, or committee of the City within the last three years?	No
In which City Council district do you reside?	2
How long?	*Field not completed.*
Do you or your spouse, or your employer have any financial interest, direct or indirect, in any contract	No

with the City (including serving as an Administrative Aid to a Council member?)	
Do either you, your spouse, or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?	*Field not completed.*
Do you have any litigation pending or completed within the last 12 months, either personally or professionally, that would affect your ability to fulfill the functions of the board or commission, if selected?	No
If yes, please describe:	*Field not completed.*
Have you ever been convicted of violating any federal, state, or municipal law, regulation, or ordinance?	No
If yes, please give details	*Field not completed.*
Are you related to any city commissioners or the mayor?	No

CONSENT FOR CITY TO CONDUCT A SEARCH OF CRIMINAL HISTORY RECORDS AND RELEASE OF PUBLIC INFORMATION.

I hereby state that all of the information in this application for appointment is true and correct. I further request, as a part of my application, that all law enforcement officials and criminal justice agencies release any criminal history records concerning me to the Office of the City Secretary of the City of Brownsville in order that qualifications may be checked. I understand that if any member of the public makes a request for information included in this application for appointment, most of the information must be disclosed under the Public Information Act. I understand that the City of Brownsville will attempt to maintain the confidentiality of highly private matters by seeking an Attorney General's opinion in accordance with the Public Information Act. I understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Brownsville, and its agents, employees, and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act or any other law requiring its release.

I have read and understand the guidelines set out this application. The foregoing statements are true, accurate, and complete: and I agree that any misrepresentation or ommission of facts may result in my disqualification for appointment.
NOTE: All information provided herein, or pursuant hereto, is considered public record upon receipt.

I agree	Please check box to agree.
Electronic Signature	I agree
Electronic Signature	Claudia Y Lozano

Email not displaying correctly? View it in your browser.

RESOLUTION NUMBER 2023-083

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE BOARD OF ADJUSTMENT

WHEREAS, the Board of Adjustment is a quasi-judicial board that hears and decides on variance requests, special exceptions, and appeals to City of Brownsville Unified Development Code (UDC); and

WHEREAS, the Unified Development Code (UDC) requires a board comprised of seven (7) regular members and four (4) alternate members; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Board of Adjustment.

NAME	**EXPIRED/UN-EXPIRED**	**TERM ENDING**

PASSED and **APPROVED** on this _____ day of August 2023.

City of Brownsville

_____
John Cowen Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

Approved as to legality and form
this _____ day of _____ 2023

_____
Office of the City Attorney

Board of Adjustment (BOA)

Purpose

- Hold public hearing and acting on applications for variances, special exceptions, and appeals of an administrative decision.

When they meet

- When variance request to UDC requirements are submitted.
- Generally, second Wednesday of the month.
- In person meetings.

Who they are

- As per UDC, BOA is now composed of seven (7) board members and four (4) alternate board members.

Vacancy

Member	District	Appointed	Appointed By
Dillon Vanderford (R)	2	7/11/2023	Commissioner Rose Gowen
Howard Slackman (R)	2	7/11/2023	Commissioner Roy De los Santos
Dr. Jose Hinojosa Jr. (R)	2	7/11/2023	Commissioner Linda Macias
Ankjaer Jensen (R)	No App.	7/11/2023	Commissioner Bryan Martinez
Marcos Cardoza (R)	4	7/11/2023	Mayor John Cowen
Alejandro Moreno (R)	3	7/11/2023	Commissioner Pedro Cardenas
Vacancy (R)			
Vacancy (A)			
Vacancy (A)			
Vacancy (A)			
Vacancy (A)			

Board of Adjustment (BOA): Applicants

Applicant	District
Claudia Lozano	4

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-104** to appoint 3 new members and reappointment of 3 current members to the Transit Advisory Committee. (Multimodal Transportation Department)

Summary:
3 new members are needed to serve on this committee.

Project Scope and Analysis:

Funding:

Source: N/A

Amount: 0

Local Contribution if Applicable:

Recommendation:
Staff recommends appointment of 3 members.

Commission Pillar:
Quality of Life

Attachments:
1. TAC Board Template 8.01.23
2. TAC Resolution 2023-104
3. TAC Board Selection PP 8.01.23

Ordinance Number:	Board Name:	Meeting Date:
By-Laws were adopted on: June 6, 2006 Resolution No. 2023-104	**TRANSIT ADVISORY COMMITTEE (TAC)** J. Joel Garza, Director	August 1, 2023
Composition: No less than 7 members, no more than 9 members	**Term of Office:** Two (2) years of terms.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Serving on Other City Boards
Viola Currier	**1**	6th	12/1/2020	12/1/2022	**Y**		**Y**	
Sandra Gomez	**4**	2nd	12/1/2020	12/1/2022	**Y**		**Y**	
Scott Fry	**2**	1st	12/03/2019	12/13/2022	**Y**		**Y**	
Gregorio Rincones	**1**	1st	06/16/2020	6/16/2024	**N**		**N**	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
N/A					

RESOLUTION NUMBER 2023-104

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE TRANSIT ADVISORY COMMITTEE.

WHEREAS, The Transit Advisory Committee was created in 1991 and amended by the By Laws accepted January 10, 2003, and further amended by Resolution Number 2006-039 on June 06, 2006; and

WHEREAS, the Transit Advisory Committee shall monitor the performance of Brownsville Metro quality statistical reports, reviews requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed;

To provide advice and guidance to the Brownsville City Commission through staff on the development, implementation and operation of the Paratransit and Fixed Route Services consistent with all State and Federal Rules and Regulations, and to further:

1. Monitor the performance of Brownsville Metro quality statistical reports.
2. Monitor users through a statistical report of service productions for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
3. Review requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.
4. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
5. Provide support to staff on enforcing policies, procedures and practices; and

WHEREAS, the Transit Advisory Committee is composed of seven (7) members, four (4) members shall be reappointed and one (1) member shall be appointed by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, that the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Transit Advisory Committee.

NAME	EXPIRED/UN-EXPIRED	TERM ENDING

PASSED and **APPROVED** on this ____ day of August 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza
City Secretary

Transit Advisory Committee

PURPOSE

To identify, assist, and advise the City with all activities concerning bicycle and pedestrians, which includes, but not limited to, reviewing and making recommendations on issues related to bike and pedestrian safety, education, projects, programs, signage, and plans.

WHEN THEY MEET

The third (3rd) Wednesday of each month at 5:30 PM via **Zoom** logging in at:
https://us06web.zoom.us/j/87672493492?pwd=MUc5ZDNad2tlZVFsalF2aWpBQWZhUT09
Meeting ID: 876 7249 3492
Passcode: 569472
Or by phone
+1 346 248 7799
Meeting ID: 876 7249 3492
Passcode: 569472

WHO THEY ARE

Consist of six (7) appointed citizens

Member	District	Term Expiration	Desires Reappointment
Viola Currier	1	12/1/2022	Yes
Sandra Gomez	4	12/1/2022	Yes
Scott Fry	2	12/13/2022	Yes
Gregorio Rincones	1	06/16/2024	N/A
VACANT			
VACANT			
VACANT			

Applicant's Name	District
No applications received	

Applicant's Name	District

Training and Attendance

Member Name	Open Meetings Training Act	Public Information Training Act	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	July-23	Aug-23
Sandra Gomez	Done		Cancelled	Present	Absent	Cancelled	Cancelled	Absent	Present	
Viola Currier	Done		Cancelled	Present	Present	Cancelled	Cancelled	Absent	Present	
Scott Fry	Done		Cancelled	Present	Present	Cancelled	Cancelled	Absent	Present	
Gregory Rincones	Done		Cancelled	Present	Absent	Cancelled	Cancelled	Present	Present	
Vacant										
Vacant										
Vacant										

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-096** to appoint 1 new member to the Bicycle Pedestrian Advisory Committee. (Multimodal Transportation Department)

Summary:
The Bicycle Pedestrian Advisory Committee currently only has 6 members. There is 1 vacant position that needs to be appointed.

Project Scope and Analysis:
The Bicycle Pedestrian Advisory Committee currently consists of six members, with one vacant position waiting to be appointed. They aim to enhance active transportation and promote bicycle and pedestrian-friendly initiatives in the community. The committee seeks a dedicated individual to fill the vacancy and contribute to shaping the future of sustainable mobility, safety, and well-being for community members. Their goal is to advocate for improved bike lanes, pedestrian pathways, and traffic safety measures, fostering a cleaner environment and healthier lifestyle for all residents.

Funding:

Source: n/a

Amount: 0.00

Local Contribution if Applicable: 0.00

Recommendation:
Multimodal Transportation staff recommends the appointment of 1 member.

Commission Pillar:
Quality of Life

Attachments:

1. Resolution 2023-096
2. Board Template
3. BPAC Board Selection Presentation Aug012023

RESOLUTION NUMBER 2023-096

A RESOLUTION OF THE CITY OF BROWNSVILLE REAPPOINTING MEMBERS TO THE BICYCLE PEDESTRIAN ADVISORY COMMITTEE

WHEREAS, the Bicycle Pedestrian Advisory Committee, (BPAC), is regulated by Brownsville City Ordinance 2018-1603A; and City Ordinance 2015-1603; adopted August 18, 2015.

WHEREAS, the Bicycle Pedestrian Advisory Committee (BPAC) is designated to serve as an advisory group on matters pertaining to bicycle/pedestrian improvements, operations, and policies affecting safety and usage of these alternative modes of transportation; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a three (3) year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Bicycle Pedestrian Advisory Committee (BPAC).

NAME	EXPIRED/UN-EXPIRED	TERM ENDING

PASSED and **APPROVED** on this _____day of August 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza
City Secretary

Ordinance Number:	Board Name:	Meeting Date:
2015-1603	Bicycle & Pedestrian Advisory Committee	08-01-2023
Composition: 6 citizens board members, 3 city staff members.	**Term of Office:** Three (3) year terms	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Serving on Other City Boards
Raul Sayas	**3**	1st	07/2021	07/2024				
Benjamin del Angel	**3**	1st	01/2022	01/2025				
Ysaias (Henry) Presas	**3**	2nd	12/2020	12/2023				
Susana Pablo	**2**	2nd	12/2020	12/2023				
Priscilla Noriega	**3**	1st	12/2020	12/2023				
Sergio Martinez	**2**	1st	06/2022	12/2026				
Vacant – 7th								

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Celia S. Galindo	**4**	No	**NO**	**YES**	Beautification Committee, Bicycle & Pedestrian Advisory Committee, Historic Preservation and Design Review Board

Bicycle & Pedestrian Advisory Committee

PURPOSE

To identify, assist, and advise the City with all activities concerning bicycle and pedestrians, which includes, but not limited to, reviewing and making recommendations on issues related to bike and pedestrian safety, education, projects, programs, signage, and plans.

WHEN THEY MEET

The first (1st) Wednesday of each month at 6:00 PM via **Zoom** logging in at:
https://zoom.us/j/98145119274?pwd=ZVN3THpnTkd0SmR2a0lyaTk4Y1ZBdz09
Meeting ID: 981 4511 9274
Passcode: bpac
Or by phone
+1 346 248 7799
Meeting ID: 981 4511 9274
Passcode: 778000

WHO THEY ARE

Consist of six (7) appointed citizens

Member	District	Term Expiration	Desires Reappointment
Raul Sayas	3	7/20/2024	Yes
Ysais (Henry) Presas	3	12/08/2023	Yes
Susana Pablo	2	12/08/2023	Yes
Priscilla Noriega	3	12/08/2023	Yes
Benjamin del Angel	3	01/04/2025	Yes
Sergio Martinez	2	12/20/2026	Yes
Vacant – 7th	#	12/20/2023	**NA**

Applicant's Name	District
Celina S. Galindo	4

Applicant's Name	District

Training and Attendance

Member Name	Open Meetings Training Act	Public Information Training Act	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Raul Sayas			Cancelled	Present	Absent	Absent	Present	Absent	Cancelled
Henry Presas	Completed		Cancelled	Present	Absent	Absent	Present	Absent	Cancelled
Susana Pablo			Cancelled	Absent	Present	Present	Present	Absent	Cancelled
Priscilla Noriega	Completed	Completed	Cancelled	Absent	Present	Absent	Present	Absent	Cancelled
Benjamin del Angel			Cancelled	Present	Absent	Absent	Absent	Present	Cancelled
Sergio Martinez			Cancelled	Present	Present-Late	Present-Late	Absent	Absent	Cancelled
Vacant									

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, August 1, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-102**, to appoint one (1) member of the Commission to the Paseo De La Resaca Landscaping and Lightning Board. (Office of the City Secretary)

Summary:
The Paseo De La Resaca Landscaping and Lighting Maintenance District Board is composed of five (5) members and two (2) members shall be appointed by the City Commission, at least one (1) member of the City Commission shall serve on the Board and three (3) members are appointed by the Board shall serve without compensation. The proposed action is to fill the appointment of a City Commission member, vacated by Commissioner Rose Gowen.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. PASEO Board Template
2. Resolution Number 2023-102-PASEO (2)

Ordinance Number:	Board Name: PASEO	Meeting Date: Monthly (every
Composition: 5 Members	Term of Office: .	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned ?	Appointed by	TOMA/PIR Certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
William "Bill" Hudson		Indefinite							
Diana Garcia			05/18/2021	Indefinite			Commissioner J. Tetreau		
Dan Brama			08/14/2007	Indefinite			Board		
Bobbi Vasquez			05/15/2019	Indefinite			Board		
Commissioner Rose Gowen			07/20/2021				Commissioner R. De los Santos		

Expired

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest

RESOLUTION NUMBER 2023-102

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE PASEO DE LA RESACA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT BOARD.

WHEREAS, the Paseo De la Resaca Landscaping and Lighting Maintenance District was created in conformance with Chapter 372 of the Texas Local Government Code, and was adopted by Resolution on September 24, 1996, and amended by Resolution Number 2001-087 on December 11, 2001; and

WHEREAS, the Paseo De la Resaca Landscaping and Lighting Maintenance District Board shall be to improve landscaping, lightning and establish or improve parks and/or park life facilities; and

WHEREAS, the Paseo De la Resaca Landscaping and Lighting Maintenance District Board is composed of five (5) members, and two (2) members shall be appointed by the City Commission, at least one member of the City Commission shall serve on the Board and three (3) members are appointed by the Board, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, that the following individual(s) are appointed to serve on the Paseo De La Resaca Landscaping and Lighting Maintenance District Board and shall serve without compensation.

Name	**Appointed/Reappointed**

PASSED and APPROVED on this _____day of August 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary