Kane County
KC Administration Committee
Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

KIOUS, Juby, Arroyo, Berman, Garcia, Gumz, Young, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Friday, August 15, 2025 **1:00 PM** **County Board Room**

*****SPECIAL MEETING*****

2025 Committee Goals

- Invest in the county capital assets through the Five-Year Capital Plan using capital and American Rescue Plan funding to replace major mechanical systems including heating, air conditioning, fire safety, and water systems identified for replacement by condition assessments.
- Invest in scheduled lifecycle replacement of county computer systems, network infrastructure, and telephone systems.
- Upgrade and maintain all county software, applications, and databases to provide continuity of operations for the county offices and departments and the visiting public.
- Provide a secure computing and online environment for the county offices and departments and the visiting public.
- Update and maintain the Five-Year Capital Plan, Facilities Condition Assessments, and Building Utilization Assessments.
- Promote the county's ability to license fiber optic network infrastructure assets for the development of Kane County.

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1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: July 8, 2025**
5. **Public Comment**
6. **Finance Report**
   - **A.** Monthly Finance Reports
7. **Executive Director's Report (R. Fahnestock)**
   - **A.** ITD/BLD/GIS FY2026 Budget Presentation

8. Building Management (K. Harris)

A. **Resolution:** Authorizing Purchase of First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment with AED Service America (PF Wellness Consultants) for the Building Management Department (Contract# 704-23)

B. **Resolution:** Authorizing Updated Capital Projects from the Capital Fund

C. **Resolution:** Authorizing the Building Management Department to Purchase Furniture, Installation, and Related Services for the Development Department with the HON Company, LLC (Contract# R240117)

D. **Resolution:** Authorizing Purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services from Grainger for the Building Management Department (Contract# R240808)

9. Information Technologies (C. Lasky)

10. Geographic Information Systems (K. Lebo)

11. Mill Creek SSA (R. Fahnestock)

A. **Resolution:** Authorizing a Contract Extension for the Mill Creek SSA Holiday Lights & Décor Services with It's a Wonderful Light (BID# 22-029)

B. **Resolution:** Authorizing Additional Funds from the Mill Creek SSA Budget for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services) with Langton Group (BID# 24-025-TK)

C. **Resolution:** Authorizing Additional Funds from the Mill Creek SSA Budget for Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal with Precision Concrete Cutting, Inc. for the Mill Creek Special Service Area (TIPS Contract# 23010402)

12. Vehicles

13. New Business

14. Old Business

15. Reports Placed On File

16. Executive Session (if needed)

17. Adjournment

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FINANCE REPORT NO. TMP-25-934

MONTHLY FINANCE REPORTS

Committee Revenue Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD)

*2020, 2021, 2022, 2023, 2024 Actual Fiscal Year

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
060 Information Technologies	**$ 2,845,395**	**$ 3,349,568**	**$ 2,640,902**	**$ 2,623,525**	**$ 3,124,997**	**$ 2,787,712**	**$ 3,443,213**	**$ 3,349,312**	**81.0%**	
001 General Fund	**$ 1,018,313**	**$ 1,114,650**	**$ 1,151,772**	**$ 1,208,784**	**$ 1,385,794**	**$ 971,452**	**$ 1,053,234**	**$ 1,053,234**	**92.2%**	
Revenue	***$ 1,018,313***	***$ 1,114,650***	***$ 1,151,772***	***$ 1,208,784***	***$ 1,385,794***	***$ 971,452***	***$ 1,053,234***	***$ 1,053,234***	***92.2%***	
Other	**$ 124,770**	**$ 143,335**	**$ 98,380**	**$ 157,673**	**$ 154,118**	**$ 89,618**	**$ 167,215**	**$ 167,215**	**53.6%**	
38900 - Miscellaneous Other	$ 124,770	$ 143,335	$ 98,380	$ 157,673	$ 154,118	$ 89,618	$ 167,215	$ 167,215	53.6%	
Transfers In	**$ 767,608**	**$ 767,608**	**$ 790,924**	**$ 778,306**	**$ 841,230**	**$ 773,780**	**$ 787,085**	**$ 787,085**	**98.3%**	
39000 - Transfer From Other Funds	$ 767,608	$ 767,608	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
39001 - Transfer from General Fund 001	$ -	$ -	$ -	$ 17,478	$ -	$ -	$ -	$ -	0.0%	
39010 - Transfer from Insurance Liability Fund 010	$ -	$ -	$ 3,575	$ 4,078	$ 3,981	$ 4,935	$ 4,935	$ 4,935	100.0%	
39101 - Transfer from Geographic Information Systems Fund 101	$ -	$ -	$ 31,282	$ 33,616	$ 34,585	$ 32,775	$ 32,775	$ 32,775	100.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	$ -	$ -	$ 2,689	$ 1,622	$ 1,253	$ 1,543	$ 2,177	$ 2,177	70.9%	
39127 - Transfer from Judicial Technology Sales Tax Fund 127	$ -	$ -	$ 25,000	$ 35,196	$ 13,370	$ 8,709	$ 8,709	$ 8,709	100.0%	
39150 - Transfer from Sales Tax Automation Fund 150	$ -	$ -	$ -	$ 4,370	$ 2,971	$ 5,806	$ 5,806	$ 5,806	100.0%	
39160 - Transfer from Vital Record Automation Fund 160	$ -	$ -	$ 1,955	$ 1,515	$ 594	$ 2,032	$ 2,032	$ 2,032	100.0%	
39197 - Transfer from Foreclosure Mediation Fund 197	$ -	$ -	$ -	$ 2,913	$ -	$ -	$ -	$ -	0.0%	
39200 - Transfer from Court Automation Fund 200	$ -	$ -	$ 25,137	$ -	$ 23,770	$ 17,418	$ 17,418	$ 17,418	100.0%	
39201 - Transfer from Court Document Storage Fund 201	$ -	$ -	$ 36,309	$ -	$ 11,885	$ 11,612	$ 11,612	$ 11,612	100.0%	
39202 - Transfer from Child Support Fund 202	$ -	$ -	$ 11,172	$ -	$ 5,942	$ 5,806	$ 5,806	$ 5,806	100.0%	
39203 - Transfer from Circuit Clerk Admin Services Fund 203	$ -	$ -	$ 13,965	$ -	$ 8,914	$ 8,709	$ 8,709	$ 8,709	100.0%	
39204 - Transfer from Circuit Clerk Electronic Citation Fund 204	$ -	$ -	$ 8,379	$ -	$ 5,942	$ 5,806	$ 5,806	$ 5,806	100.0%	
39250 - Transfer from Law Library Fund 250	$ -	$ -	$ 5,585	$ 5,826	$ 2,971	$ 2,903	$ 2,903	$ 2,903	100.0%	
39269 - Transfer from KaneComm Fund 269	$ -	$ -	$ 108,445	$ 110,973	$ 105,650	$ 63,866	$ 63,866	$ 63,866	100.0%	
39290 - Transfer from Animal Control Fund 290	$ -	$ -	$ 30,719	$ -	$ 38,626	$ 37,739	$ 37,739	$ 37,739	100.0%	
39300 - Transfer from County Highway Fund 300	$ -	$ -	$ 172,588	$ 184,111	$ 183,293	$ 180,216	$ 180,216	$ 180,216	100.0%	
39302 - Transfer from Motor Fuel Tax Fund 302	$ -	$ -	$ 92,169	$ 104,868	$ 109,934	$ 107,411	$ 107,411	$ 107,411	100.0%	
39350 - Transfer from County Health Fund 350	$ -	$ -	$ 175,936	$ 180,606	$ 191,345	$ 186,953	$ 186,953	$ 186,953	100.0%	
39351 - Transfer from Kane Kares Fund 351	$ -	$ -	$ 13,963	$ 17,478	$ 18,124	$ 17,708	$ 17,708	$ 17,708	100.0%	
39355 - Transfer from American Rescue Plan Fund 355	$ -	$ -	$ -	$ 5,826	$ 5,942	$ 11,612	$ 11,612	$ 11,612	100.0%	
39380 - Transfer from Veterans' Commission Fund 380	$ -	$ -	$ -	$ 12,368	$ 11,885	$ 14,515	$ 14,515	$ 14,515	100.0%	
39400 - Transfer from Economic Development Fund 400	$ -	$ -	$ -	$ 4,370	$ 2,228	$ 2,177	$ 2,177	$ 2,177	100.0%	
39401 - Transfer from Community Development Block Grant Fund 401	$ -	$ -	$ 6,721	$ 4,456	$ 4,412	$ 2,741	$ 7,112	$ 7,112	38.5%	
39402 - Transfer from HOME Program Fund 402	$ -	$ -	$ 2,390	$ 2,501	$ 1,552	$ 639	$ 2,758	$ 2,758	23.2%	
39404 - Transfer from Homeless Management Info Systems Fund 404	$ -	$ -	$ 2,688	$ 2,951	$ 3,677	$ 1,357	$ 4,790	$ 4,790	28.3%	
39406 - Transfer from OCR & Recovery Act Programs Fund 406	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
39409 - Transfer from Continuum of Care Planning Grant Fund 409	$ -	$ -	$ 1,344	$ 1,524	$ 2,070	$ 2,422	$ 1,597	$ 1,597	151.6%	
39410 - Transfer from Elgin CDBG Fund 410	$ -	$ -	$ 3,137	$ 1,466	$ 1,362	$ 985	$ 4,500	$ 4,500	21.9%	
39412 - Transfer from Emergency Rental Assistance #2 Fund 412	$ -	$ -	$ -	$ 3,303	$ 9,887	$ 4,311	$ 2,903	$ 2,903	148.5%	
39413 - Transfer from CDBG-CV Fund 413	$ -	$ -	$ -	$ 821	$ 2,097	$ -	$ 1,161	$ 1,161	0.0%	
39414 - Transfer from Home - ARP Fund 414	$ -	$ -	$ -	$ 2,091	$ 6,373	$ 4,630	$ 4,935	$ 4,935	93.8%	
39415 - Transfer from Homeless Prevention Program Fund 415	$ -	$ -	$ 8,962	$ 2,716	$ -	$ -	$ -	$ -	0.0%	
39420 - Transfer from Stormwater Management Fund 420	$ -	$ -	$ 279	$ 262	$ 267	$ 261	$ 261	$ 261	100.0%	
39430 - Transfer from Farmland Preservation Fund 430	$ -	$ -	$ 1,396	$ 3,641	$ 2,228	$ 2,177	$ 2,177	$ 2,177	100.0%	
39520 - Transfer from Mill Creek Special Service Area Fund 520	$ -	$ -	$ 3,351	$ 23,496	$ 23,090	$ 23,019	$ 23,019	$ 23,019	100.0%	
39650 - Transfer from Enterprise Surcharge Fund 650	$ -	$ -	$ 1,788	$ 1,864	$ 1,010	$ 987	$ 987	$ 987	100.0%	
Charges for Services	**$ 125,935**	**$ 203,707**	**$ 262,467**	**$ 272,805**	**$ 390,446**	**$ 108,055**	**$ 98,934**	**$ 98,934**	**109.2%**	
34020 - Computer Services Fees	$ 125,935	$ 203,707	$ 262,467	$ 272,805	$ 390,376	$ 108,055	$ 98,934	$ 98,934	109.2%	
34870 - GIS Mapping Fees	$ -	$ -	$ -	$ -	$ 70	$ -	$ -	$ -	0.0%	
101 Geographic Information Systems	**$ 1,522,325**	**$ 1,849,269**	**$ 1,190,471**	**$ 1,040,002**	**$ 1,416,883**	**$ 1,516,222**	**$ 1,982,421**	**$ 1,888,520**	**76.5%**	
Revenue	***$ 1,522,325***	***$ 1,849,269***	***$ 1,190,471***	***$ 1,040,002***	***$ 1,416,883***	***$ 1,516,222***	***$ 1,982,421***	***$ 1,888,520***	***76.5%***	
Interest Revenue	**$ 21,648**	**$ (345)**	**$ (17,399)**	**$ 62,417**	**$ 47,033**	**$ 13,437**	**$ 50,000**	**$ 50,000**	**26.9%**	
38000 - Investment Income	$ 21,648	$ (345)	$ (17,399)	$ 62,417	$ 47,033	$ 13,437	$ 50,000	$ 50,000	26.9%	

Committee Revenue Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD)

*2020, 2021, 2022, 2023, 2024 Actual Fiscal Year

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 906,921**	**$ 813,020**	**0.0%**	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 906,921	$ 813,020	0.0%	
Reimbursements	**$ -**	**$ 467**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
37900 - Miscellaneous Reimbursement	$ -	$ 467	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Transfers In	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
39000 - Transfer From Other Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Charges for Services	**$ 1,500,677**	**$ 1,849,147**	**$ 1,207,870**	**$ 977,585**	**$ 1,369,850**	**$ 1,502,785**	**$ 1,025,500**	**$ 1,025,500**	**146.5%**	
34010 - GIS Counter Sale Fees	$ -	$ -	$ 970	$ 360	$ 170	$ 160	$ 500	$ 500	32.0%	
34180 - GIS Fees	$ 1,500,677	$ 1,849,147	$ 1,206,900	$ 977,225	$ 1,369,680	$ 1,502,625	$ 1,025,000	$ 1,025,000	146.6%	
385 IL Counties Information Mgmt	**$ 1**	**$ (0)**	**$ 4,341**	**$ 109**	**$ 50**	**$ 9**	**$ 1,058**	**$ 1,058**	**0.9%**	
Revenue	***$ 1***	***$ (0)***	***$ 4,341***	***$ 109***	***$ 50***	***$ 9***	***$ 1,058***	***$ 1,058***	***0.9%***	
Interest Revenue	**$ 1**	**$ (0)**	**$ (59)**	**$ 109**	**$ 50**	**$ 9**	**$ 58**	**$ 58**	**16.1%**	
38000 - Investment Income	$ 1	$ (0)	$ (59)	$ 109	$ 50	$ 9	$ 58	$ 58	16.1%	
Charges for Services	**$ -**	**$ -**	**$ 4,400**	**$ -**	**$ -**	**$ -**	**$ 1,000**	**$ 1,000**	**0.0%**	
35400 - ICIM Association Fees	$ -	$ -	$ 4,400	$ -	$ -	$ -	$ 1,000	$ 1,000	0.0%	
390 Web Technical Services	**$ 304,755**	**$ 385,649**	**$ 294,318**	**$ 374,631**	**$ 322,270**	**$ 300,028**	**$ 406,500**	**$ 406,500**	**73.8%**	
Revenue	***$ 304,755***	***$ 385,649***	***$ 294,318***	***$ 374,631***	***$ 322,270***	***$ 300,028***	***$ 406,500***	***$ 406,500***	***73.8%***	
Interest Revenue	**$ 7,255**	**$ 1,066**	**$ (3,182)**	**$ 17,131**	**$ 24,770**	**$ 7,528**	**$ 14,000**	**$ 14,000**	**53.8%**	
38000 - Investment Income	$ 7,255	$ 1,066	$ (3,182)	$ 17,131	$ 24,770	$ 7,528	$ 14,000	$ 14,000	53.8%	
Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**	**$ 100,000**	**0.0%**	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000	0.0%	
Transfers In	**$ 297,500**	**$ 384,583**	**$ 297,500**	**$ 357,500**	**$ 297,500**	**$ 292,500**	**$ 292,500**	**$ 292,500**	**100.0%**	
39000 - Transfer From Other Funds	$ 297,500	$ 384,583	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	$ -	$ -	$ 297,500	$ 297,500	$ 297,500	$ 292,500	$ 292,500	$ 292,500	100.0%	
39355 - Transfer from American Rescue Plan Fund 355	$ -	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 2,845,395**	**$ 3,349,568**	**$ 2,640,902**	**$ 2,623,525**	**$ 3,124,997**	**$ 2,787,712**	**$ 3,443,213**	**$ 3,349,312**	**81.0%**	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
060 Information Technologies	**$ 5,181,131**	**$ 5,866,294**	**$ 5,847,864**	**$ 5,920,978**	**$ 5,845,891**	**$ 3,957,537**	**$ 7,630,230**	**$ 7,474,777**	**51.9%**	
001 General Fund	**$ 3,449,128**	**$ 3,564,272**	**$ 3,944,438**	**$ 4,095,163**	**$ 4,067,554**	**$ 2,600,440**	**$ 5,240,251**	**$ 5,178,699**	**49.6%**	
Expenses	***$ 3,449,128***	***$ 3,564,272***	***$ 3,944,438***	***$ 4,095,163***	***$ 4,067,554***	***$ 2,600,440***	***$ 5,240,251***	***$ 5,178,699***	***49.6%***	
Personnel Services- Salaries & Wages	**$ 2,639,437**	**$ 2,698,146**	**$ 2,899,576**	**$ 3,012,582**	**$ 3,518,899**	**$ 2,391,708**	**$ 4,052,597**	**$ 3,991,045**	**59.0%**	
40000 - Salaries and Wages	$ 2,777,868	$ 2,799,147	$ 2,945,311	$ 2,978,990	$ 3,485,504	$ 2,369,668	$ 3,990,117	$ 3,928,565	59.4%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40005 - New Position Budget Moved to Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40007 - Equity Study Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40009 - Salaries and Wages Subsidy	$ (181,935)	$ (131,547)	$ (83,001)	$ -	$ -	$ -	$ -	$ -	0.0%	
40200 - Overtime Salaries	$ 43,504	$ 30,546	$ 37,266	$ 33,592	$ 33,396	$ 22,040	$ 62,480	$ 62,480	35.3%	
Personnel Services- Employee Benefits	**$ 429,542**	**$ 470,051**	**$ 510,979**	**$ 586,448**	**$ 652,652**	**$ -**	**$ 1,324,802**	**$ 1,324,802**	**0.0%**	
45000 - Healthcare Contribution	$ 447,385	$ 477,542	$ 509,801	$ 572,413	$ 636,114	$ -	$ 720,649	$ 720,649	0.0%	
45009 - Healthcare Subsidy	$ (29,959)	$ (20,483)	$ (12,587)	$ -	$ -	$ -	$ -	$ -	0.0%	
45010 - Dental Contribution	$ 13,105	$ 13,593	$ 14,089	$ 14,034	$ 16,538	$ -	$ 19,060	$ 19,060	0.0%	
45019 - Dental Subsidy	$ (990)	$ (601)	$ (324)	$ -	$ -	$ -	$ -	$ -	0.0%	
45100 - FICA/SS Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 303,524	$ 303,524	0.0%	
45200 - IMRF Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 212,499	$ 212,499	0.0%	
53010 - Workers Compensation	$ -	$ -	$ -	$ -	$ -	$ -	$ 69,070	$ 69,070	0.0%	
Contractual Services	**$ 293,895**	**$ 314,455**	**$ 441,969**	**$ 397,485**	**$ 436,247**	**$ 170,317**	**$ 1,064,904**	**$ 1,064,904**	**16.0%**	
50150 - Contractual/Consulting Services	$ 142,705	$ 169,639	$ 191,552	$ 193,306	$ 208,151	$ 87,583	$ 447,400	$ 447,400	19.6%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ 40,590	$ -	$ -	$ -	$ -	$ -	0.0%	
50340 - Software Licensing Cost	$ 1,883	$ 230	$ -	$ 76	$ -	$ -	$ -	$ -	0.0%	
52130 - Repairs and Maint- Computers	$ 34,043	$ 60,475	$ 58,170	$ 62,980	$ 95,341	$ 45,373	$ 148,003	$ 148,003	30.7%	
52140 - Repairs and Maint- Copiers	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 7,500	0.0%	
52150 - Repairs and Maint- Comm Equip	$ 51,205	$ 36,765	$ 119,591	$ 65,836	$ 103,183	$ 28,452	$ 368,000	$ 368,000	7.7%	
52230 - Repairs and Maint- Vehicles	$ 2,731	$ 2,430	$ 1,553	$ 2,340	$ 3,811	$ -	$ 4,000	$ 4,000	0.0%	
52240 - Repairs and Maint- Office Equip	$ -	$ 683	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
53040 - General Advertising	$ -	$ 67	$ -	$ 74	$ -	$ -	$ 1,500	$ 1,500	0.0%	
53100 - Conferences and Meetings	$ 7,645	$ 29,270	$ 19,155	$ 36,194	$ 21,457	$ -	$ 40,000	$ 40,000	0.0%	
53110 - Employee Training	$ 52,629	$ 14,034	$ 9,589	$ 35,586	$ 3,402	$ 8,858	$ 45,501	$ 45,501	19.5%	
53120 - Employee Mileage Expense	$ 934	$ 862	$ 1,485	$ 1,093	$ 903	$ 51	$ 3,000	$ 3,000	1.7%	
53130 - General Association Dues	$ 120	$ -	$ 285	$ -	$ -	$ -	$ -	$ -	0.0%	
Commodities	**$ 86,255**	**$ 81,619**	**$ 91,913**	**$ 98,649**	**$ 112,408**	**$ 38,416**	**$ 122,750**	**$ 122,750**	**31.3%**	
60000 - Office Supplies	$ 12,984	$ 19,232	$ 25,282	$ 17,035	$ 26,372	$ 8,884	$ 27,300	$ 27,300	32.5%	
60020 - Computer Related Supplies	$ 29,655	$ 38,851	$ 36,771	$ 46,481	$ 51,966	$ 15,985	$ 55,450	$ 55,450	28.8%	
60050 - Books and Subscriptions	$ 1,510	$ 1,387	$ 330	$ 259	$ -	$ -	$ -	$ -	0.0%	
60060 - Computer Software- Non Capital	$ 1,212	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60110 - Printing Supplies	$ 36,360	$ 17,498	$ 22,497	$ 26,071	$ 31,235	$ 11,222	$ 36,000	$ 36,000	31.2%	
60265 - Public Health Commodities - Coronavirus	$ -	$ 94	$ 2,535	$ 4,960	$ -	$ -	$ -	$ -	0.0%	
60570 - Office Furniture - Non-Capital	$ 3,450	$ 2,600	$ 1,806	$ 1,569	$ -	$ -	$ -	$ -	0.0%	
63040 - Fuel- Vehicles	$ 1,084	$ 1,805	$ 2,692	$ 2,274	$ 2,835	$ 2,073	$ 4,000	$ 4,000	51.8%	
64000 - Telephone	$ -	$ 152	$ -	$ -	$ -	$ 252	$ -	$ -	0.0%	
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
70060 - Communications Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
70070 - Automotive Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ (652,652)**	**$ -**	**$ (1,324,802)**	**$ (1,324,802)**	**0.0%**	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
45005 - Healthcare Contribution Contra Account	$ -	$ -	$ -	$ -	$ (636,114)	$ -	$ (720,649)	$ (720,649)	0.0%	
45015 - Dental Insurance Contra Account	$ -	$ -	$ -	$ -	$ (16,538)	$ -	$ (19,060)	$ (19,060)	0.0%	
45105 - FICA/SS Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (303,524)	$ (303,524)	0.0%	
45205 - IMRF Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (212,499)	$ (212,499)	0.0%	
53015 - Worker's Comp Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (69,070)	$ (69,070)	0.0%	
101 Geographic Information Systems	**$ 1,550,965**	**$ 1,605,818**	**$ 1,528,759**	**$ 1,561,570**	**$ 1,497,445**	**$ 1,170,827**	**$ 1,982,421**	**$ 1,888,520**	**59.1%**	
Expenses	***$ 1,550,965***	***$ 1,605,818***	***$ 1,528,759***	***$ 1,561,570***	***$ 1,497,445***	***$ 1,170,827***	***$ 1,982,421***	***$ 1,888,520***	***59.1%***	
Personnel Services- Salaries & Wages	**$ 722,995**	**$ 749,673**	**$ 749,172**	**$ 698,418**	**$ 757,069**	**$ 449,937**	**$ 835,046**	**$ 779,425**	**53.9%**	
40000 - Salaries and Wages	$ 735,728	$ 749,325	$ 748,569	$ 698,161	$ 756,609	$ 449,818	$ 834,046	$ 778,425	53.9%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40009 - Salaries and Wages Subsidy	$ (13,368)	$ (26)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40100 - Part-Time Salaries	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40200 - Overtime Salaries	$ 635	$ 374	$ 604	$ 257	$ 461	$ 119	$ 1,000	$ 1,000	11.9%	
Personnel Services- Employee Benefits	**$ 258,727**	**$ 280,814**	**$ 269,080**	**$ 239,113**	**$ 227,706**	**$ 142,398**	**$ 281,729**	**$ 246,681**	**50.5%**	
45000 - Healthcare Contribution	$ 128,499	$ 133,962	$ 138,204	$ 130,547	$ 118,738	$ 69,795	$ 149,160	$ 127,290	46.8%	
45009 - Healthcare Subsidy	$ (1,589)	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45010 - Dental Contribution	$ 4,250	$ 4,646	$ 4,393	$ 3,899	$ 3,661	$ 2,126	$ 4,108	$ 3,689	51.7%	
45019 - Dental Subsidy	$ (110)	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45100 - FICA/SS Contribution	$ 54,177	$ 55,833	$ 55,776	$ 51,790	$ 55,989	$ 33,127	$ 66,212	$ 59,635	50.0%	
45109 - FICA/SS Subsidy	$ (921)	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45200 - IMRF Contribution	$ 56,739	$ 64,033	$ 49,063	$ 35,155	$ 33,640	$ 23,630	$ 47,270	$ 42,576	50.0%	
45209 - IMRF Subsidy	$ (1,075)	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
53010 - Workers Compensation	$ 18,756	$ 22,346	$ 21,645	$ 17,722	$ 15,678	$ 13,720	$ 14,979	$ 13,491	91.6%	
Contractual Services	**$ 447,360**	**$ 509,005**	**$ 437,724**	**$ 565,743**	**$ 466,684**	**$ 499,690**	**$ 722,033**	**$ 718,801**	**69.2%**	
50150 - Contractual/Consulting Services	$ 186,471	$ 234,851	$ 144,969	$ 255,829	$ 154,956	$ 163,487	$ 353,850	$ 353,850	46.2%	
52130 - Repairs and Maint- Computers	$ 238,475	$ 250,007	$ 264,816	$ 279,018	$ 285,544	$ 305,018	$ 320,531	$ 320,531	95.2%	
53000 - Liability Insurance	$ 15,373	$ 14,248	$ 17,935	$ 23,309	$ 22,785	$ 29,368	$ 32,069	$ 28,880	91.6%	
53020 - Unemployment Claims	$ 443	$ 450	$ 542	$ 320	$ 367	$ 396	$ 433	$ 390	91.5%	
53100 - Conferences and Meetings	$ 2,310	$ 1,332	$ 897	$ 480	$ 297	$ -	$ 1,000	$ 1,000	0.0%	
53110 - Employee Training	$ 1,793	$ 6,003	$ 5,905	$ 4,116	$ 1,125	$ -	$ 11,000	$ 11,000	0.0%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ 12	$ 150	$ 150	7.8%	
53130 - General Association Dues	$ 2,495	$ 2,115	$ 2,660	$ 2,670	$ 1,610	$ 1,410	$ 3,000	$ 3,000	47.0%	
Commodities	**$ 13,851**	**$ 15,394**	**$ 19,955**	**$ 11,781**	**$ 11,401**	**$ 8,345**	**$ 29,800**	**$ 29,800**	**28.0%**	
60000 - Office Supplies	$ 2,424	$ 2,559	$ 1,368	$ 1,009	$ 365	$ 3,017	$ 2,600	$ 2,600	116.1%	
60010 - Operating Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60020 - Computer Related Supplies	$ 3,048	$ 3,806	$ 6,454	$ 2,823	$ 2,765	$ 649	$ 2,600	$ 2,600	25.0%	
60050 - Books and Subscriptions	$ -	$ 1,178	$ 1,042	$ 2,334	$ 1,415	$ 252	$ -	$ -	0.0%	
60060 - Computer Software- Non Capital	$ 3,419	$ 2,712	$ 2,771	$ -	$ -	$ -	$ 2,600	$ 2,600	0.0%	
60070 - Computer Hardware- Non Capital	$ 298	$ 298	$ 3,005	$ 85	$ 540	$ 802	$ 14,000	$ 14,000	5.7%	
60265 - Public Health Commodities - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
64000 - Telephone	$ 3,168	$ 3,395	$ 4,593	$ 3,627	$ 3,965	$ 2,137	$ 6,000	$ 6,000	35.6%	
64010 - Cellular Phone	$ 1,495	$ 1,446	$ 722	$ 1,903	$ 2,352	$ 1,487	$ 2,000	$ 2,000	74.4%	
Transfers Out	**$ 42,304**	**$ 42,304**	**$ 31,282**	**$ 33,616**	**$ 34,585**	**$ 32,775**	**$ 32,775**	**$ 32,775**	**100.0%**	
99000 - Transfer To Other Funds	$ 42,304	$ 42,304	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 31,282	$ 33,616	$ 34,585	$ 32,775	$ 32,775	$ 32,775	100.0%	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

*2020, 2021, 2022, 2023, 2024 Actual Fiscal Year

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
Capital	**$ 65,729**	**$ 8,627**	**$ 21,545**	**$ 12,899**	**$ -**	**$ 37,682**	**$ 80,000**	**$ 80,000**	**47.1%**	
70000 - Computers	$ 65,729	$ 2,137	$ 15,304	$ -	$ -	$ 37,682	$ 60,000	$ 60,000	62.8%	
70020 - Computer Software- Capital	$ -	$ 6,490	$ 5,192	$ -	$ -	$ -	$ 20,000	$ 20,000	0.0%	
70050 - Printers	$ -	$ -	$ 1,049	$ 12,899	$ -	$ -	$ -	$ -	0.0%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,038**	**$ 1,038**	**0.0%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,038	$ 1,038	0.0%	
354 Mass Vaccination Fund	**$ -**	**$ 210,271**	**$ 5,951**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
Expenses	***$ -***	***$ 210,271***	***$ 5,951***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***0.0%***	
Contractual Services	**$ -**	**$ 55,422**	**$ 2,256**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
50150 - Contractual/Consulting Services	$ -	$ 34,286	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
50340 - Software Licensing Cost	$ -	$ 21,136	$ 2,256	$ -	$ -	$ -	$ -	$ -	0.0%	
Commodities	**$ -**	**$ 131,983**	**$ 3,695**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
60010 - Operating Supplies	$ -	$ 122,350	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60110 - Printing Supplies	$ -	$ 7,267	$ 2,560	$ -	$ -	$ -	$ -	$ -	0.0%	
64010 - Cellular Phone	$ -	$ 1,156	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
64020 - Internet	$ -	$ 1,210	$ 1,135	$ -	$ -	$ -	$ -	$ -	0.0%	
Capital	**$ -**	**$ 22,866**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
70000 - Computers	$ -	$ 22,866	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
385 IL Counties Information Mgmt	**$ 127**	**$ -**	**$ 2,801**	**$ 723**	**$ 324**	**$ 75**	**$ 1,058**	**$ 1,058**	**7.1%**	
Expenses	***$ 127***	***$ -***	***$ 2,801***	***$ 723***	***$ 324***	***$ 75***	***$ 1,058***	***$ 1,058***	***7.1%***	
Contractual Services	**$ 127**	**$ -**	**$ 2,801**	**$ 723**	**$ 324**	**$ 75**	**$ 1,058**	**$ 1,058**	**7.1%**	
53100 - Conferences and Meetings	$ 127	$ -	$ 2,801	$ 723	$ 324	$ 75	$ 1,058	$ 1,058	7.1%	
390 Web Technical Services	**$ 180,911**	**$ 485,934**	**$ 365,916**	**$ 263,522**	**$ 280,567**	**$ 186,194**	**$ 406,500**	**$ 406,500**	**45.8%**	
Expenses	***$ 180,911***	***$ 485,934***	***$ 365,916***	***$ 263,522***	***$ 280,567***	***$ 186,194***	***$ 406,500***	***$ 406,500***	***45.8%***	
Contractual Services	**$ 180,911**	**$ 455,934**	**$ 365,916**	**$ 263,522**	**$ 280,567**	**$ 186,194**	**$ 406,500**	**$ 406,500**	**45.8%**	
50150 - Contractual/Consulting Services	$ 50,663	$ 273,951	$ 181,096	$ 23,115	$ 47,618	$ 32,445	$ 73,000	$ 73,000	44.4%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
50340 - Software Licensing Cost	$ 130,248	$ 181,138	$ 184,820	$ 235,845	$ 232,598	$ 153,750	$ 325,500	$ 325,500	47.2%	
52130 - Repairs and Maint- Computers	$ -	$ 844	$ -	$ 4,563	$ 350	$ -	$ 8,000	$ 8,000	0.0%	
Commodities	**$ -**	**$ 30,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
60050 - Books and Subscriptions	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 5,181,131**	**$ 5,866,294**	**$ 5,847,864**	**$ 5,920,978**	**$ 5,845,891**	**$ 3,957,537**	**$ 7,630,230**	**$ 7,474,777**	**51.9%**	

Committee Revenue Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD)

*2020, 2021, 2022, 2023, 2024 Actual Fiscal Year

epartment / Fund / Account Classificatio	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
080 Building Management	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 6,176**	**$ 50,659**	**$ 50,659**	**12.2%**	
001 General Fund	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 6,176**	**$ 50,659**	**$ 50,659**	**12.2%**	
Revenue	***$ 44,983***	***$ 39,335***	***$ 6,084***	***$ 30,557***	***$ (15,344)***	***$ 6,176***	***$ 50,659***	***$ 50,659***	***12.2%***	
Other	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 6,176**	**$ 50,659**	**$ 50,659**	**12.2%**	
38500 - Rental Income	$ 44,983	$ 39,335	$ 6,084	$ 30,557	$ (15,344)	$ 6,176	$ 50,659	$ 50,659	12.2%	
Grand Total	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 6,176**	**$ 50,659**	**$ 50,659**	**12.2%**	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
080 Building Management	**$ 4,672,802**	**$ 5,229,565**	**$ 5,582,604**	**$ 9,720,893**	**$ 8,018,165**	**$ 4,387,462**	**$ 7,964,983**	**$ 7,917,335**	**55.1%**	
001 General Fund	**$ 4,672,802**	**$ 5,003,744**	**$ 5,552,935**	**$ 9,717,053**	**$ 8,018,165**	**$ 4,387,462**	**$ 7,964,983**	**$ 7,917,335**	**55.1%**	
Expenses	***$ 4,672,802***	***$ 5,003,744***	***$ 5,552,935***	***$ 9,717,053***	***$ 8,018,165***	***$ 4,387,462***	***$ 7,964,983***	***$ 7,917,335***	***55.1%***	
Personnel Services- Salaries & Wages	**$ 1,188,014**	**$ 1,179,315**	**$ 1,259,674**	**$ 1,857,313**	**$ 2,631,748**	**$ 1,730,495**	**$ 3,091,580**	**$ 3,043,932**	**56.0%**	
40000 - Salaries and Wages	$ 1,182,884	$ 1,156,776	$ 1,237,804	$ 1,799,144	$ 2,508,375	$ 1,635,094	$ 2,922,424	$ 2,874,776	55.9%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40005 - New Position Budget Moved to Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40007 - Equity Study Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40009 - Salaries and Wages Subsidy	$ (13,565)	$ (1,050)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40200 - Overtime Salaries	$ 18,695	$ 23,588	$ 21,870	$ 58,169	$ 123,373	$ 95,402	$ 169,156	$ 169,156	56.4%	
Personnel Services- Employee Benefits	**$ 256,074**	**$ 214,371**	**$ 212,401**	**$ 365,217**	**$ 505,080**	**$ -**	**$ 1,074,240**	**$ 1,074,240**	**0.0%**	
45000 - Healthcare Contribution	$ 251,925	$ 207,573	$ 205,742	$ 355,728	$ 492,404	$ -	$ 611,889	$ 611,889	0.0%	
45009 - Healthcare Subsidy	$ (4,402)	$ (437)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45010 - Dental Contribution	$ 8,685	$ 7,250	$ 6,660	$ 9,489	$ 12,676	$ -	$ 14,195	$ 14,195	0.0%	
45019 - Dental Subsidy	$ (133)	$ (15)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45100 - FICA/SS Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 231,226	$ 231,226	0.0%	
45200 - IMRF Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,241	$ 164,241	0.0%	
53010 - Workers Compensation	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,689	$ 52,689	0.0%	
Contractual Services	**$ 1,608,321**	**$ 1,901,607**	**$ 2,458,862**	**$ 5,375,042**	**$ 3,437,054**	**$ 1,518,574**	**$ 2,685,632**	**$ 2,685,632**	**56.5%**	
50150 - Contractual/Consulting Services	$ -	$ 1,690	$ -	$ 8,720	$ 22,499	$ 1,420	$ -	$ -	0.0%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
52000 - Disposal and Water Softener Srvs	$ 28,524	$ 32,120	$ 49,460	$ 62,419	$ 94,219	$ 40,448	$ 71,715	$ 71,715	56.4%	
52010 - Janitorial Services	$ 527,208	$ 562,026	$ 620,390	$ 957,054	$ 565,108	$ 100,218	$ 145,800	$ 145,800	68.7%	
52020 - Repairs and Maintenance- Roads	$ 85,241	$ 127,623	$ 130,218	$ 302,504	$ 229,680	$ 163,506	$ 490,100	$ 490,100	33.4%	
52110 - Repairs and Maint- Buildings	$ 499,114	$ 461,839	$ 802,148	$ 2,044,780	$ 1,650,036	$ 1,004,899	$ 1,488,858	$ 1,488,858	67.5%	
52120 - Repairs and Maint- Grounds	$ 64,098	$ 134,647	$ 183,371	$ 224,009	$ 222,068	$ 39,783	$ 236,750	$ 236,750	16.8%	
52160 - Repairs and Maint- Equipment	$ 192,813	$ 351,158	$ 461,410	$ 1,448,110	$ 385,764	$ 4,728	$ -	$ -	0.0%	
52190 - Equipment Rental	$ -	$ -	$ -	$ 4,284	$ 6,546	$ 1,313	$ 10,000	$ 10,000	13.1%	
52210 - Building Lease	$ 130,053	$ 130,000	$ 129,769	$ 146,332	$ 166,435	$ 114,434	$ 130,000	$ 130,000	88.0%	
52220 - Equipment Lease	$ 187	$ 17,325	$ 18,258	$ 41,239	$ 14,372	$ -	$ -	$ -	0.0%	
52230 - Repairs and Maint- Vehicles	$ 18,474	$ 26,594	$ 23,328	$ 68,473	$ 28,685	$ 5,994	$ 40,000	$ 40,000	15.0%	
52260 - Grease Trap- Septic Services	$ 8,645	$ 8,285	$ 8,600	$ 7,507	$ 10,270	$ 6,230	$ 9,952	$ 9,952	62.6%	
53060 - General Printing	$ 53,965	$ 45,727	$ 31,753	$ 59,612	$ 41,328	$ 35,405	$ 50,000	$ 50,000	70.8%	
53110 - Employee Training	$ -	$ 2,574	$ 155	$ -	$ 45	$ 196	$ 12,000	$ 12,000	1.6%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ 457	$ 457	0.0%	
Commodities	**$ 1,620,393**	**$ 1,708,452**	**$ 1,621,997**	**$ 2,119,480**	**$ 1,949,363**	**$ 1,138,392**	**$ 2,187,771**	**$ 2,187,771**	**52.0%**	
60010 - Operating Supplies	$ 8,468	$ 7,026	$ 3,834	$ 12,818	$ 18,150	$ 3,521	$ 13,041	$ 13,041	27.0%	
60020 - Computer Related Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60040 - Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60090 - Utilities- Sewer	$ 136,863	$ 138,959	$ 129,598	$ 157,035	$ 134,264	$ 82,472	$ 100,000	$ 100,000	82.5%	
60100 - Utilities- Water	$ 110,421	$ 122,847	$ 125,061	$ 134,703	$ 131,688	$ 68,520	$ 363,439	$ 363,439	18.9%	
60110 - Printing Supplies	$ 42,236	$ 47,006	$ 66,451	$ 64,270	$ 67,830	$ 41,083	$ 80,080	$ 80,080	51.3%	
60160 - Cleaning Supplies	$ 61,004	$ 56,889	$ 64,325	$ 158,431	$ 127,154	$ 77,789	$ 200,000	$ 200,000	38.9%	
60210 - Uniform Supplies	$ 3,455	$ 4,140	$ 2,893	$ 12,575	$ 5,183	$ 4,044	$ 8,331	$ 8,331	48.5%	
60250 - Medical Supplies and Drugs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60265 - Public Health Commodities - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
63000 - Utilities- Natural Gas	$ 167,898	$ 142,703	$ 205,239	$ 253,514	$ 216,772	$ 214,274	$ 300,000	$ 300,000	71.4%	
63010 - Utilities- Electric	$ 1,076,655	$ 1,171,352	$ 999,033	$ 1,304,813	$ 1,235,688	$ 639,993	$ 1,100,000	$ 1,100,000	58.2%	
63040 - Fuel- Vehicles	$ 13,392	$ 17,530	$ 25,563	$ 21,322	$ 12,634	$ 6,695	$ 22,880	$ 22,880	29.3%	
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
70090 - Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ (505,080)**	**$ -**	**$ (1,074,240)**	**$ (1,074,240)**	**0.0%**	
45005 - Healthcare Contribution Contra Account	$ -	$ -	$ -	$ -	$ (492,404)	$ -	$ (611,889)	$ (611,889)	0.0%	
45015 - Dental Insurance Contra Account	$ -	$ -	$ -	$ -	$ (12,676)	$ -	$ (14,195)	$ (14,195)	0.0%	
45105 - FICA/SS Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (231,226)	$ (231,226)	0.0%	
45205 - IMRF Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (164,241)	$ (164,241)	0.0%	
53015 - Worker's Comp Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (52,689)	$ (52,689)	0.0%	
354 Mass Vaccination Fund	**$ -**	**$ 225,821**	**$ 29,669**	**$ 3,840**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
Expenses	***$ -***	***$ 225,821***	***$ 29,669***	***$ 3,840***	***$ -***	***$ -***	***$ -***	***$ -***	***0.0%***	
Contractual Services	**$ -**	**$ 201,722**	**$ 29,669**	**$ 3,840**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
50150 - Contractual/Consulting Services	$ -	$ 201,722	$ 29,669	$ 3,840	$ -	$ -	$ -	$ -	0.0%	
Commodities	**$ -**	**$ 24,099**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
60010 - Operating Supplies	$ -	$ 24,099	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 4,672,802**	**$ 5,229,565**	**$ 5,582,604**	**$ 9,720,893**	**$ 8,018,165**	**$ 4,387,462**	**$ 7,964,983**	**$ 7,917,335**	**55.1%**	

Committee Revenue Budget Report - by Account Detail

Through July 31 2025 (66.7% YTD)

*2020, 2021, 2022, 2023, 2024 Actual Fiscal Year

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 551,701**	**$ 1,095,493**	**$ 1,094,043**	**50.36%**	
520 Mill Creek Special Service Area	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 551,701**	**$ 1,095,493**	**$ 1,094,043**	**50.36%**	
Revenue	***$ 692,503***	***$ 695,338***	***$ 858,192***	***$ 944,022***	***$ 1,013,866***	***$ 551,701***	***$ 1,095,493***	***$ 1,094,043***	***50.36%***	
Interest Revenue	**$ 14,349**	**$ (871)**	**$ (20,964)**	**$ 64,149**	**$ 78,078**	**$ 10,969**	**$ 53,000**	**$ 53,000**	**20.70%**	
38000 - Investment Income	$ 14,349	$ (871)	$ (20,964)	$ 64,149	$ 78,078	$ 10,969	$ 53,000	$ 53,000	20.70%	
Other	**$ -**	**$ 1,123**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,459**	**$ 101,363**	**0.00%**	
38900 - Miscellaneous Other	$ -	$ 1,123	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,459	$ 101,363	0.00%	
Transfers In	**$ -**	**$ 15,300**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
39000 - Transfer From Other Funds	$ -	$ 15,300	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Property Taxes	**$ 678,154**	**$ 679,786**	**$ 879,156**	**$ 879,873**	**$ 935,788**	**$ 540,732**	**$ 1,039,034**	**$ 939,680**	**52.04%**	
30000 - Property Taxes	$ 678,154	$ 679,786	$ 879,156	$ 879,873	$ 935,788	$ 540,732	$ 1,039,034	$ 939,680	52.04%	
30005 - Property Tax Revenue Recapture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 551,701**	**$ 1,095,493**	**$ 1,094,043**	**50.36%**	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 301,659**	**$ 1,095,493**	**$ 1,094,043**	**27.54%**	
520 Mill Creek Special Service Area	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 301,659**	**$ 1,095,493**	**$ 1,094,043**	**27.54%**	
Expenses	***$ 600,594***	***$ 475,968***	***$ 761,480***	***$ 792,687***	***$ 1,669,213***	***$ 301,659***	***$ 1,095,493***	***$ 1,094,043***	***27.54%***	
Personnel Services- Salaries & Wages	**$ 45,013**	**$ 42,729**	**$ 68,650**	**$ 68,493**	**$ 70,704**	**$ 40,796**	**$ 73,316**	**$ 72,097**	**55.64%**	
40000 - Salaries and Wages	$ 44,797	$ 42,729	$ 68,650	$ 68,493	$ 70,704	$ 40,796	$ 73,316	$ 72,097	55.64%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
40200 - Overtime Salaries	$ 216	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Personnel Services- Employee Benefits	**$ 9,586**	**$ 17,356**	**$ 29,808**	**$ 28,553**	**$ 29,287**	**$ 15,073**	**$ 29,986**	**$ 29,801**	**50.27%**	
45000 - Healthcare Contribution	$ 729	$ 8,616	$ 17,848	$ 18,167	$ 19,178	$ 8,454	$ 19,100	$ 19,100	44.26%	
45010 - Dental Contribution	$ 495	$ 27	$ 14	$ -	$ -	$ -	$ -	$ -	0.00%	
45100 - FICA/SS Contribution	$ 3,421	$ 3,300	$ 5,292	$ 5,264	$ 5,403	$ 3,128	$ 5,612	$ 5,516	55.75%	
45200 - IMRF Contribution	$ 3,580	$ 3,795	$ 4,699	$ 3,573	$ 3,244	$ 2,221	$ 4,004	$ 3,937	55.46%	
53010 - Workers Compensation	$ 1,361	$ 1,618	$ 1,954	$ 1,549	$ 1,462	$ 1,270	$ 1,270	$ 1,248	100.00%	
Contractual Services	**$ 530,103**	**$ 398,299**	**$ 646,940**	**$ 652,380**	**$ 1,523,660**	**$ 212,821**	**$ 939,372**	**$ 939,326**	**22.66%**	
50150 - Contractual/Consulting Services	$ 19,633	$ 13,040	$ 1,678	$ 70,886	$ 892,683	$ 12,227	$ 40,200	$ 40,200	30.42%	
50160 - Legal Services	$ 1,035	$ 2,363	$ 495	$ 1,890	$ -	$ -	$ 6,000	$ 6,000	0.00%	
50480 - Security Services	$ 5,760	$ 1,200	$ -	$ -	$ -	$ -	$ 9,000	$ 9,000	0.00%	
52020 - Repairs and Maintenance- Roads	$ 62,640	$ 67,863	$ 65,112	$ 92,267	$ 116,916	$ 66,601	$ 128,000	$ 128,000	52.03%	
52120 - Repairs and Maint- Grounds	$ 285,177	$ 274,772	$ 489,548	$ 426,956	$ 457,768	$ 104,158	$ 570,000	$ 570,000	18.27%	
52180 - Building Space Rental	$ 11,960	$ 13,416	$ 12,185	$ 12,644	$ 11,791	$ 8,624	$ 17,000	$ 17,000	50.73%	
52230 - Repairs and Maint- Vehicles	$ -	$ 682	$ 748	$ 8,071	$ 1,311	$ 175	$ 2,500	$ 2,500	7.00%	
52250 - Intersect Lighting Services	$ 6,012	$ 10,643	$ 75,506	$ 37,418	$ 16,102	$ 2,641	$ 25,000	$ 25,000	10.56%	
53000 - Liability Insurance	$ 1,116	$ 1,032	$ 1,619	$ 2,037	$ 2,124	$ 2,721	$ 2,721	$ 2,675	100.00%	
53020 - Unemployment Claims	$ 33	$ 33	$ 49	$ 28	$ 35	$ 37	$ 37	$ 37	100.00%	
53060 - General Printing	$ 41	$ 69	$ -	$ 183	$ 104	$ -	$ 1,500	$ 1,500	0.00%	
53070 - Legal Printing	$ 354	$ 207	$ -	$ -	$ -	$ -	$ 500	$ 500	0.00%	
53100 - Conferences and Meetings	$ -	$ 31	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
53110 - Employee Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
55000 - Miscellaneous Contractual Exp	$ 136,343	$ 12,950	$ -	$ -	$ 24,826	$ 15,638	$ 136,914	$ 136,914	11.42%	
Commodities	**$ 13,491**	**$ 15,184**	**$ 10,331**	**$ 17,364**	**$ 20,072**	**$ 7,549**	**$ 27,400**	**$ 27,400**	**27.55%**	
60000 - Office Supplies	$ 34	$ 960	$ 1,599	$ 3,965	$ 1,835	$ 819	$ 3,000	$ 3,000	27.31%	
60010 - Operating Supplies	$ 4,334	$ 4,589	$ 341	$ 3,585	$ 3,102	$ 851	$ 3,000	$ 3,000	28.37%	
60040 - Postage	$ -	$ 821	$ -	$ -	$ 1,217	$ -	$ 1,500	$ 1,500	0.00%	
63020 - Utilities- Intersect Lighting	$ 9,122	$ 8,343	$ 7,347	$ 9,217	$ 10,949	$ 5,516	$ 17,100	$ 17,100	32.26%	
63040 - Fuel- Vehicles	$ -	$ 188	$ 45	$ 99	$ 1,972	$ -	$ 2,000	$ 2,000	0.00%	
64010 - Cellular Phone	$ -	$ 283	$ 998	$ 498	$ 998	$ 362	$ 800	$ 800	45.30%	
Transfers Out	**$ 2,400**	**$ 2,400**	**$ 5,751**	**$ 25,896**	**$ 25,490**	**$ 25,419**	**$ 25,419**	**$ 25,419**	**100.00%**	
99000 - Transfer To Other Funds	$ 2,400	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 5,751	$ 25,896	$ 25,490	$ 25,419	$ 25,419	$ 25,419	100.00%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 301,659**	**$ 1,095,493**	**$ 1,094,043**	**27.54%**	

Committee Revenue Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
800 Other- Countywide Expenses	**$ 3,428,025**	**$ 7,798,571**	**$ 6,646,012**	**$ 13,119,507**	**$ 2,355,575**	**$ 6,313,263**	**$ 13,771,453**	**$ 13,771,453**	**45.8%**	
500 Capital Projects	**$ 3,428,025**	**$ 7,798,571**	**$ 6,646,012**	**$ 13,119,507**	**$ 2,355,575**	**$ 6,313,263**	**$ 13,771,453**	**$ 13,771,453**	**45.8%**	
Revenue	***$ 3,428,025***	***$ 7,798,571***	***$ 6,646,012***	***$ 13,119,507***	***$ 2,355,575***	***$ 6,313,263***	***$ 13,771,453***	***$ 13,771,453***	***45.8%***	
Other	**$ -**	**$ 5,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,432,453**	**$ 6,432,453**	**0.0%**	
38570 - Refunds	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,432,453	$ 6,432,453	0.0%	
Grants	**$ -**	**$ 600,000**	**$ -**	**$ 750,000**	**$ -**	**$ -**	**$ 600,000**	**$ 600,000**	**0.0%**	
33900 - Grants - Other	$ -	$ 600,000	$ -	$ 750,000	$ -	$ -	$ 600,000	$ 600,000	0.0%	
Interest Revenue	**$ 126,677**	**$ (21,316)**	**$ (180,188)**	**$ 770,829**	**$ 898,179**	**$ 156,805**	**$ 639,000**	**$ 639,000**	**24.5%**	
38000 - Investment Income	$ 126,677	$ (21,316)	$ (180,188)	$ 770,829	$ 898,179	$ 156,805	$ 639,000	$ 639,000	24.5%	
Other Taxes	**$ 134,604**	**$ 183,564**	**$ 252,120**	**$ 260,359**	**$ 268,280**	**$ 156,458**	**$ 100,000**	**$ 100,000**	**156.5%**	
30180 - Video Gaming Tax	$ 134,604	$ 183,564	$ 252,120	$ 260,359	$ 268,280	$ 156,458	$ 100,000	$ 100,000	156.5%	
Transfers In	**$ 3,166,744**	**$ 7,030,823**	**$ 6,574,080**	**$ 11,338,319**	**$ 1,189,116**	**$ 6,000,000**	**$ 6,000,000**	**$ 6,000,000**	**100.0%**	
39000 - Transfer From Other Funds	$ 3,166,744	$ 2,395,019	$ 461,580	$ 2,789,159	$ -	$ -	$ -	$ -	0.0%	
39001 - Transfer from General Fund 001	$ -	$ 4,635,804	$ 6,112,500	$ 1,000,000	$ 867,116	$ 6,000,000	$ 6,000,000	$ 6,000,000	100.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	$ -	$ -	$ -	$ -	$ 250,000	$ -	$ -	$ -	0.0%	
39355 - Transfer from American Rescue Plan Fund 355	$ -	$ -	$ -	$ 157,741	$ 72,000	$ -	$ -	$ -	0.0%	
39357 - Transfer from COVID Payroll Reimbursement Fund 357	$ -	$ -	$ -	$ 7,391,419	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 3,428,025**	**$ 7,798,571**	**$ 6,646,012**	**$ 13,119,507**	**$ 2,355,575**	**$ 6,313,263**	**$ 13,771,453**	**$ 13,771,453**	**45.8%**	

Committee Expense Budget Report - by Account Detail

Through July 31, 2025 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/19/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
800 Other- Countywide Expenses	**$ 1,501,218**	**$ 3,268,612**	**$ 4,674,061**	**$ 8,597,238**	**$ 16,230,446**	**$ 3,021,686**	**$ 13,771,453**	**$ 13,771,453**	**21.94%**	
500 Capital Projects	**$ 1,501,218**	**$ 3,268,612**	**$ 4,674,061**	**$ 8,597,238**	**$ 16,230,446**	**$ 3,021,686**	**$ 13,771,453**	**$ 13,771,453**	**21.94%**	
Expenses	***$ 1,501,218***	***$ 3,268,612***	***$ 4,674,061***	***$ 8,597,238***	***$ 16,230,446***	***$ 3,021,686***	***$ 13,771,453***	***$ 13,771,453***	***21.94%***	
Contractual Services	**$ 119,235**	**$ 311,589**	**$ 488,987**	**$ 505,880**	**$ 138,110**	**$ 218,543**	**$ 400,000**	**$ 400,000**	**54.64%**	
50000 - Project Administration Services	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
50150 - Contractual/Consulting Services	$ 119,235	$ 307,589	$ 488,987	$ 505,880	$ 138,110	$ 218,543	$ 400,000	$ 400,000	54.64%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Commodities	**$ -**	**$ -**	**$ 157,530**	**$ 30,996**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
60265 - Public Health Commodities - Coronavirus	$ -	$ -	$ 157,530	$ 30,996	$ -	$ -	$ -	$ -	0.00%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Capital	**$ 1,381,984**	**$ 2,957,023**	**$ 3,952,545**	**$ 8,060,362**	**$ 15,998,226**	**$ 2,803,143**	**$ 13,371,453**	**$ 13,371,453**	**20.96%**	
70000 - Computers	$ 202,622	$ 475,550	$ 1,633,756	$ 2,015,202	$ 850,801	$ 66,393	$ 1,814,001	$ 1,814,001	3.66%	
70020 - Computer Software- Capital	$ 34,978	$ 32,218	$ 119,444	$ 32,441	$ 31,889	$ 649	$ 211,000	$ 211,000	0.31%	
70070 - Automotive Equipment	$ 148,429	$ 24,833	$ 96,095	$ 396,976	$ 248,408	$ 99,986	$ 250,000	$ 250,000	39.99%	
70080 - Office Furniture	$ -	$ 11,880	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
70100 - Copiers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
70120 - Special Purpose Equipment	$ -	$ 29,950	$ 406,212	$ 2,808,833	$ 7,767,620	$ 10,500	$ -	$ -	0.00%	
72000 - Building Construction	$ -	$ 774,762	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
72010 - Building Improvements	$ 995,955	$ 1,607,831	$ 1,697,038	$ 2,806,910	$ 7,099,508	$ 2,625,615	$ 11,096,452	$ 11,096,452	23.66%	
Transfers Out	**$ -**	**$ -**	**$ 75,000**	**$ -**	**$ 94,110**	**$ -**	**$ -**	**$ -**	**0.00%**	
99355 - Transfer to American Rescue Plan Fund 355	$ -	$ -	$ -	$ -	$ 94,110	$ -	$ -	$ -	0.00%	
99601 - Transfer to Public Building Commission Fund 601	$ -	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 1,501,218**	**$ 3,268,612**	**$ 4,674,061**	**$ 8,597,238**	**$ 16,230,446**	**$ 3,021,686**	**$ 13,771,453**	**$ 13,771,453**	**21.94%**	

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-976

ITD/BLD/GIS FY2026 BUDGET PRESENTATION

Executive Director of Information Technologies and Building Management

2026 Submitted Budget
ITD, BLD, & GIS

Roger Fahnestock

Executive Director

August 8, 2025

ITD & BLD - Mission Statement

The Kane County Information Technologies & Building Management Department's mission is to provide technology, buildings and facilities that exceed the expectations of the elected offices, departments, and the public.

2025 Committee Goals

- Invest in the county capital assets through the Five-Year Capital Plan using capital and American Rescue Plan funding to replace major mechanical systems including heating, air conditioning, fire safety, and water systems identified for replacement by condition assessments
- Invest in scheduled lifecycle replacement of county computer systems, network infrastructure, and telephone systems
- Upgrade and maintain all county software, applications, and databases to provide continuity of operations for the county offices and departments and the visiting public
- Provide a secure computing and online environment for the county offices and departments and the visiting public
- Update and maintain the Five-Year Capital Plan, Facilities Condition Assessments, and Building Utilization Assessments
- Promote the county's ability to license fiber optic network infrastructure assets for the development of Kane County

Building Management Department Goals & Objectives

- Maintain the buildings and facilities with preventative and scheduled maintenance.
- Maintain and improve ADA and safety in buildings and facilities
- Replace Heating and Air Conditioning system per capital plan
- Replace pavement, concrete, and asphalt per capital plan
- Replace exterior lighting and controls at the Judicial Center campus
- Acquire Health Department facility for expanded programs and services
- Acquire additional office space and storage space for offices and departments

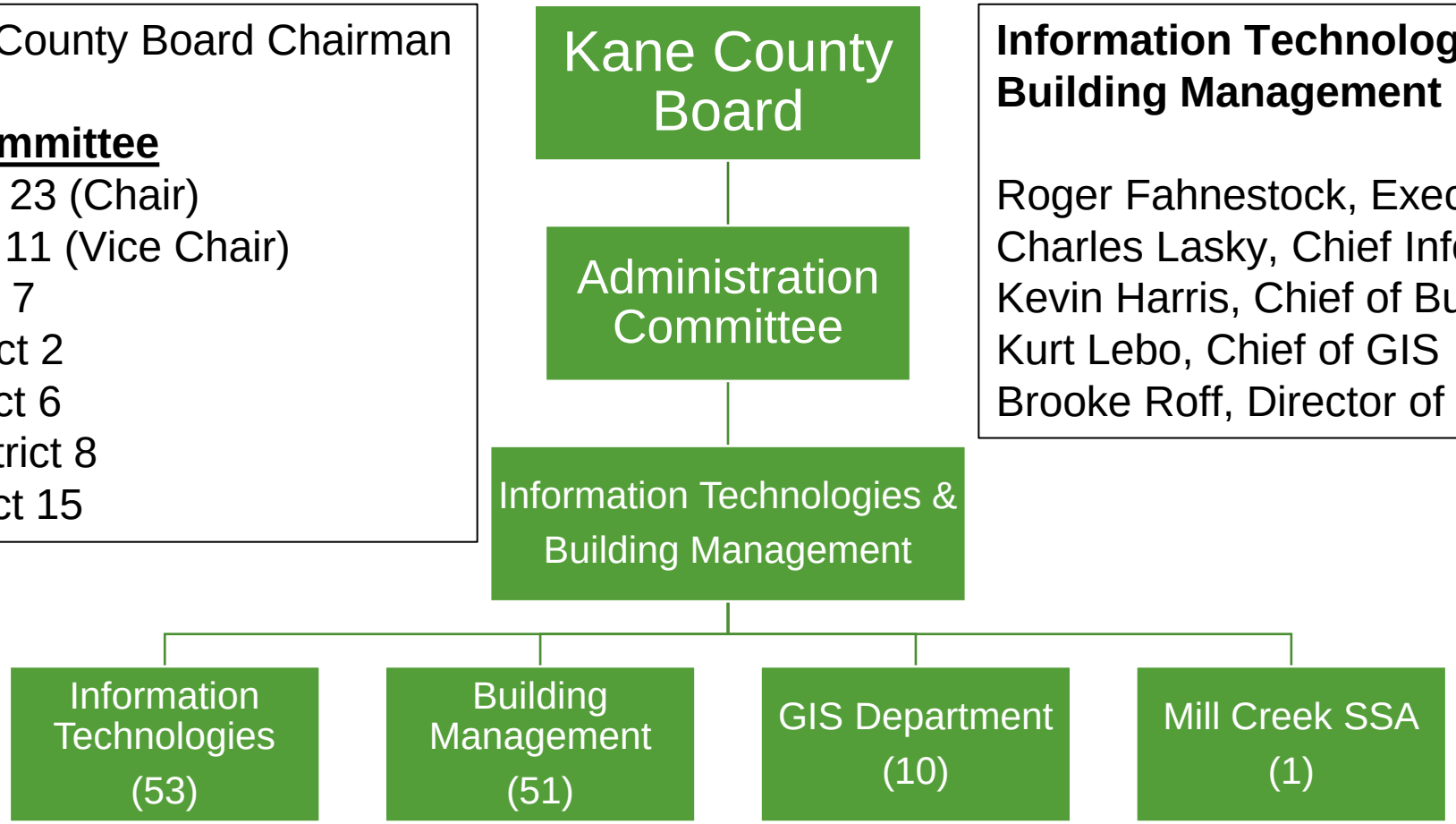
Information Technologies Department Goals & Objectives

- Maintain and update network infrastructure, telephone, and security systems
- Maintain and update all computer hardware and software systems
- Maintain and update all enterprise software and database systems
- Maintain and update all enterprise Geographical Information Systems
- Reinitiate the Kane County Fiber Optic leasing program
- Expand the uses of existing systems and services like DocuSign, LaserFiche, and SharePoint
- Develop plans for Countywide transition to Office 365 and hosted email

Information Technologies & Building Management Department

Corinne M. Pierog, County Board Chairman

Administration Committee
Chris Kious, District 23 (Chair)
Leslie Juby, District 11 (Vice Chair)
Alex Arroyo, District 7
Dale Berman, District 2
Sonia Garcia, District 6
Michelle Gumz, District 8
David Young, District 15



Information Technologies & Building Management Department

Roger Fahnestock, Executive Director
Charles Lasky, Chief Information Officer
Kevin Harris, Chief of Building Management
Kurt Lebo, Chief of GIS
Brooke Roff, Director of Administration

Information Technologies

Computer Systems – Implement, maintain, and support servers, storage, desktops, laptops, printers, scanners, copiers, and peripheral systems for county offices and departments. These services include over 700 servers, 2000 computers, email, file, print, authentication, web servers, virtualization, and storage area network for 1,400 fulltime employees in the offices and departments as well as the visiting public. Computer Systems is responsible for the County's Help Desk, Copier Center, Asset and Inventory, and requests for service for all technology needs.

Network and Telephone Services – Implement, maintain, and support network infrastructure, switches, routers, firewalls, virtual private networks, wireless, cabling, fiber, network monitoring, battery backup systems, network security, telephone systems, and voicemail.

Applications and Databases – Implement, maintain, and support applications and databases including Tax Administration, Financial Administration, Human Resources, Benefit Administration, Court Case Management, Public Safety Records and Jail, 911 Computer Aided Dispatch, Permitting, Vital Records, Voter Registration, Elections, SharePoint Content Management, LaserFiche, and all custom developed application solutions, webpages and websites for offices and departments.

Security – The Chief Information Security Officer is a unique position that implements, maintains, and supports security best practices, maintains compliance, identifies risks, recommends security policies, procedures, and enhancements. The Security Officer is responsible for incident management and response for all cyber security events including the coordination of resources between offices and departments.

Administration – Implement, maintain, and support business practices to support the Information Technology Department including payroll, human resources, accounts payable, accounts receivable, contract and document management, telephone billing, wireless billing, chargebacks, cellular phones, and mobile devices support, county board office support and coordination of resources.

Geographical Information Systems – Implement, maintain, and support the county's geographical information systems including Data, Applications, and Services. The GIS Department supports the property tax group in maintaining the cadastral data for all county parcels and properties. GIS maintains layers of planning information in geospatial layers including aerial imagery, LiDAR, oblique imagery, and historical data. GIS develops and maintains custom solutions, applications, data, map layers, analysis, and training in support of offices and departments.

Building Management

Building Maintenance – Building Maintenance maintains and supports all aspects of the county's over one million square feet of space and 29 buildings. Building Maintenance is responsible for all major mechanical systems for preventative maintenance and service including heating, air conditioning, boilers, water heaters, water softeners, fire suppression, fire alarms, safety systems, elevators, roofs, building envelope, electrical, plumbing, general construction, asset and inventory control. Building Maintenance is responsible for contractual services including utilities, preventative maintenance contracts, cleaning services, garbage service, landscape services, snow removal, parking lot, drive, and access road maintenance.

Capital Projects- Capital Projects is responsible for the County Capital Funds including a five-year plan for capital improvements. The five-year capital plan represents critical and short-term scheduled building repairs and major mechanical replacement. Capital Projects is responsible for maintaining project methodology including project initiation, planning, execution, monitor and control, and closing. Capital projects maintains all project documentation, plans, procurement documentation, proposals, responses, awards, contracts, payment applications, invoices, change orders, schedules, costs, punch lists, warranty information, recommended maintenance plans, and program budget for maintaining new capital assets.

Mailroom- Mailroom is responsible for inbound and outbound mail and mail delivery to offices and departments. The mailroom is the central receiving location for inbound mail and packages. The mailroom coordinates and maintains postage metering and works with offices and departments to handle bulk mail, presort, and other mail services. The mailroom also handles outsourcing of printing and carbonless forms for offices and departments.

Mill Creek Special Service Area- Mill Creek Special Service Area (MCSSA) is responsible for the residential development known as Mill Creek. The MCSSA Coordinator works in conjunction with the Building Management Department to provide maintenance and support for the SSA including landscaping and grounds; road, trail, and asphalt maintenance; sidewalk maintenance; snow removal; and general maintenance services. The MCSSA coordinates with the other responsible agencies to assist with a variety of services including Geneva Township, Blackberry Township, Geneva Park District, Forest Preserve District, Mill Creek Water Reclamation District, Home Owners' Associations, Sheriff's Office, and the developer.

ITD Budget Highlights 2024 to 2026

- Revenue increased 24% over 2024
- Salaries and Wages 4% less than 2024
- Contractual Services 11% less than 2024
- Commodities 13% less than 2024
- Overall 6% less in expenses ($285,905)
- Overall 24% increase in revenue $252,663

Net $538,568 less than 2024 or 14%

ITD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
REVENUE								
Department	**060 - Information Technologies**							
Sub-Department	**000 - Revenues**							
Charges for Services								
34020	Computer Services Fees	75,248.00	390,375.60	98,934.00	255,180.88	98,934.00	31	23,686.00
34870	GIS Mapping Fees	.00	70.00	.00	.00	.00		.00
	Charges for Services Totals	$75,248.00	$390,445.60	$98,934.00	$255,180.88	$98,934.00	31%	$23,686.00
Other								
38900	Miscellaneous Other	134,093.00	154,118.04	167,215.00	89,617.50	186,731.00	39	52,638.00
	Other Totals	$134,093.00	$154,118.04	$167,215.00	$89,617.50	$186,731.00	39%	$52,638.00
Transfers In								
39010	Transfer from Insurance Liability Fund 010	3,981.00	3,981.00	4,935.00	4,935.00	8,104.00	104	4,123.00
39101	Transfer from Geographic Information Systems Fund 101	34,585.00	34,585.00	32,775.00	32,775.00	37,547.00	9	2,962.00
39120	Transfer from Grand Victoria Casino Elgin Fund 120	2,228.00	1,252.86	2,177.00	1,543.43	3,129.00	40	901.00
39127	Transfer from Judicial Technology Sales Tax Fund 127	13,370.00	13,370.00	8,709.00	8,709.00	15,644.00	17	2,274.00
39150	Transfer from Sales Tax Automation Fund 150	2,971.00	2,971.00	5,806.00	5,806.00	.00	(100)	(2,971.00)
39160	Transfer from Vital Record Automation Fund 160	594.00	594.00	2,032.00	2,032.00	3,755.00	532	3,161.00
39200	Transfer from Court Automation Fund 200	23,770.00	23,770.00	17,418.00	17,418.00	12,516.00	(47)	(11,254.00)
39201	Transfer from Court Document Storage Fund 201	11,885.00	11,885.00	11,612.00	11,612.00	9,387.00	(21)	(2,498.00)
39202	Transfer from Child Support Fund 202	5,942.00	5,942.00	5,806.00	5,806.00	12,516.00	111	6,574.00
39203	Transfer from Circuit Clerk Admin Services Fund 203	8,914.00	8,914.00	8,709.00	8,709.00	15,645.00	76	6,731.00
39204	Transfer from Circuit Clerk Electronic Citation Fund 204	5,942.00	5,942.00	5,806.00	5,806.00	6,258.00	5	316.00
39250	Transfer from Law Library Fund 250	2,971.00	2,971.00	2,903.00	2,903.00	3,129.00	5	158.00
39269	Transfer from KaneComm Fund 269	105,650.00	105,650.00	63,866.00	63,866.00	68,835.00	(35)	(36,815.00)
39290	Transfer from Animal Control Fund 290	38,626.00	38,626.00	37,739.00	37,739.00	40,675.00	5	2,049.00
39300	Transfer from County Highway Fund 300	183,293.00	183,293.00	180,216.00	180,216.00	202,662.00	11	19,369.00
39302	Transfer from Motor Fuel Tax Fund 302	109,934.00	109,934.00	107,411.00	107,411.00	115,773.00	5	5,839.00
39350	Transfer from County Health Fund 350	191,345.00	191,345.00	186,953.00	186,953.00	381,723.00	99	190,378.00
39351	Transfer from Kane Kares Fund 351	18,124.00	18,124.00	17,708.00	17,708.00	.00	(100)	(18,124.00)
39355	Transfer from American Rescue Plan Fund 355	5,942.00	5,942.00	11,612.00	11,612.00	12,516.00	111	6,574.00
39380	Transfer from Veterans' Commission Fund 380	11,885.00	11,885.00	14,515.00	14,515.00	15,644.00	32	3,759.00

ITD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
REVENUE								
Department	**060 - Information Technologies**							
Sub-Department	**000 - Revenues**							
Transfers In								
39400	Transfer from Economic Development Fund 400	2,228.00	2,228.00	2,177.00	2,177.00	.00	(100)	(2,228.00)
39401	Transfer from Community Development Block Grant Fund 401	7,279.00	4,412.18	7,112.00	2,740.90	3,129.00	(57)	(4,150.00)
39402	Transfer from HOME Program Fund 402	2,823.00	1,552.43	2,758.00	638.64	3,129.00	11	306.00
39404	Transfer from Homeless Management Info Systems Fund 404	4,902.00	3,676.84	4,790.00	1,357.17	9,387.00	91	4,485.00
39409	Transfer from Continuum of Care Planning Grant Fund 409	1,634.00	2,069.90	1,597.00	2,421.58	3,129.00	91	1,495.00
39410	Transfer from Elgin CDBG Fund 410	4,011.00	1,361.78	4,500.00	984.59	3,129.00	(22)	(882.00)
39412	Transfer from Emergency Rental Assistance #2 Fund 412	2,971.00	9,886.63	2,903.00	4,310.96	.00	(100)	(2,971.00)
39413	Transfer from CDBG-CV Fund 413	1,188.00	2,097.14	1,161.00	.00	.00	(100)	(1,188.00)
39414	Transfer from Home - ARP Fund 414	5,051.00	6,373.20	4,935.00	4,630.29	3,129.00	(38)	(1,922.00)
39420	Transfer from Stormwater Management Fund 420	267.00	267.00	261.00	261.00	.00	(100)	(267.00)
39430	Transfer from Farmland Preservation Fund 430	2,228.00	2,228.00	2,177.00	2,177.00	.00	(100)	(2,228.00)
39520	Transfer from Mill Creek Special Service Area Fund 520	23,090.00	23,090.00	23,019.00	23,019.00	25,419.00	10	2,329.00
39650	Transfer from Enterprise Surcharge Fund 650	1,010.00	1,010.00	987.00	987.00	1,064.00	5	54.00
	Transfers In Totals	$840,634.00	$841,229.96	$787,085.00	$773,779.56	$1,016,973.00	21%	$176,339.00
	Sub-Department **000 - Revenues** Totals	$1,049,975.00	$1,385,793.60	$1,053,234.00	$1,118,577.94	$1,302,638.00	24%	$252,663.00
	Department **060 - Information Technologies** Totals	$1,049,975.00	$1,385,793.60	$1,053,234.00	$1,118,577.94	$1,302,638.00	24%	$252,663.00
	REVENUE TOTALS	$1,049,975.00	$1,385,793.60	$1,053,234.00	$1,118,577.94	$1,302,638.00	24%	$252,663.00

ITD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**060 - Information Technologies**							
Services								
45005	Healthcare Contribution Contra Account	.00	(636,114.00)	(720,649.00)	.00	(702,112.00)	(70,211,200)	(702,112.00)
45015	Dental Insurance Contra Account	.00	(16,538.00)	(19,060.00)	.00	(16,216.00)	(1,621,600)	(16,216.00)
45105	FICA/SS Contribution Contra Account	.00	.00	(303,524.00)	.00	(287,892.00)	(28,789,200)	(287,892.00)
45205	IMRF Contribution Contra Account	.00	.00	(212,499.00)	.00	(231,643.00)	(23,164,300)	(231,643.00)
53015	Worker's Comp Contra Account	.00	.00	(69,070.00)	.00	(65,346.00)	(6,534,600)	(65,346.00)
	Services Totals	$0.00	($652,652.00)	($1,324,802.00)	$0.00	($1,303,209.00)	+++	($1,303,209.00)
Personnel Services- Salaries & Wages								
Regular Employees								
40000	Salaries and Wages	3,545,911.00	3,485,503.79	3,990,117.00	2,369,667.64	3,703,029.00	4	157,118.00
40007	Equity Study Adjustments	261,130.00	.00	.00	.00	.00	(100)	(261,130.00)
	Regular Employees Totals	$3,807,041.00	$3,485,503.79	$3,990,117.00	$2,369,667.64	$3,703,029.00	(3%)	($104,012.00)
Overtime Salaries								
40200	Overtime Salaries	32,760.00	33,395.53	62,480.00	22,040.00	72,760.00	122	40,000.00
	Overtime Salaries Totals	$32,760.00	$33,395.53	$62,480.00	$22,040.00	$72,760.00	122%	$40,000.00
Other								
40003	Cost of Living Increase	101,308.00	.00	.00	.00	.00	(100)	(101,308.00)
	Other Totals	$101,308.00	$0.00	$0.00	$0.00	$0.00	(100%)	($101,308.00)
	Personnel Services- Salaries & Wages Totals	$3,941,109.00	$3,518,899.32	$4,052,597.00	$2,391,707.64	$3,775,789.00	(4%)	($165,320.00)
Personnel Services- Employee Benefits								
Group Insurance								
45000	Healthcare Contribution	.00	636,114.00	720,649.00	.00	702,112.00		702,112.00
45010	Dental Contribution	.00	16,538.00	19,060.00	.00	16,216.00		16,216.00
	Group Insurance Totals	$0.00	$652,652.00	$739,709.00	$0.00	$718,328.00	+++	$718,328.00
Social Security Contributions								
45100	FICA/SS Contribution	.00	.00	303,524.00	.00	287,892.00		287,892.00
	Social Security Contributions Totals	$0.00	$0.00	$303,524.00	$0.00	$287,892.00	+++	$287,892.00
Retirement Contributions								
45200	IMRF Contribution	.00	.00	212,499.00	.00	231,643.00		231,643.00
	Retirement Contributions Totals	$0.00	$0.00	$212,499.00	$0.00	$231,643.00	+++	$231,643.00

ITD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**060 - Information Technologies**							
Personnel Services- Employee Benefits								
Other								
53010	Workers Compensation	.00	.00	69,070.00	.00	65,346.00		65,346.00
	Other Totals	$0.00	$0.00	$69,070.00	$0.00	$65,346.00	+++	$65,346.00
	Personnel Services- Employee Benefits Totals	$0.00	$652,652.00	$1,324,802.00	$0.00	$1,303,209.00	+++	$1,303,209.00
Contractual Services								
Purchased Professional and Technical Services								
Professional								
50150	Contractual/Consulting Services	441,284.00	208,150.86	447,400.00	87,583.08	349,400.00	(21)	(91,884.00)
	Professional Totals	$441,284.00	$208,150.86	$447,400.00	$87,583.08	$349,400.00	(21%)	($91,884.00)
	Purchased Professional and Technical Services Totals	$441,284.00	$208,150.86	$447,400.00	$87,583.08	$349,400.00	(21%)	($91,884.00)
Purchased Property Services								
Repair and Maintenance Services								
52130	Repairs and Maint- Computers	245,601.00	95,340.56	148,003.00	45,976.02	148,003.00	(40)	(97,598.00)
52140	Repairs and Maint- Copiers	7,500.00	.00	7,500.00	.00	.00	(100)	(7,500.00)
52150	Repairs and Maint- Comm Equip	110,004.00	103,183.01	368,000.00	105,977.78	269,300.00	145	159,296.00
52230	Repairs and Maint- Vehicles	4,000.00	3,810.72	4,000.00	.00	4,000.00		.00
	Repair and Maintenance Services Totals	$367,105.00	$202,334.29	$527,503.00	$151,953.80	$421,303.00	15%	$54,198.00
	Purchased Property Services Totals	$367,105.00	$202,334.29	$527,503.00	$151,953.80	$421,303.00	15%	$54,198.00
Other Purchased Services								
Advertising								
53040	General Advertising	1,500.00	.00	1,500.00	.00	1,000.00	(33)	(500.00)
	Advertising Totals	$1,500.00	$0.00	$1,500.00	$0.00	$1,000.00	(33%)	($500.00)
Travel								
53100	Conferences and Meetings	59,400.00	21,457.24	40,000.00	.00	15,000.00	(75)	(44,400.00)
53110	Employee Training	41,000.00	3,401.57	45,501.00	8,857.62	20,501.00	(50)	(20,499.00)

ITD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**060 - Information Technologies**							
Contractual Services								
Other Purchased Services								
Travel								
53120	Employee Mileage Expense	3,000.00	903.45	3,000.00	51.03	1,500.00	(50)	(1,500.00)
	Travel Totals	$103,400.00	$25,762.26	$88,501.00	$8,908.65	$37,001.00	(64%)	($66,399.00)
	Other Purchased Services Totals	$104,900.00	$25,762.26	$90,001.00	$8,908.65	$38,001.00	(64%)	($66,899.00)
	Contractual Services Totals	$913,289.00	$436,247.41	$1,064,904.00	$248,445.53	$808,704.00	(11%)	($104,585.00)
Commodities								
General Supplies								
60000	Office Supplies	27,300.00	26,371.92	27,300.00	10,232.96	27,300.00		.00
60020	Computer Related Supplies	55,450.00	51,965.60	55,450.00	15,984.89	55,450.00		.00
60110	Printing Supplies	36,000.00	31,234.84	36,000.00	11,454.87	20,000.00	(44)	(16,000.00)
	General Supplies Totals	$118,750.00	$109,572.36	$118,750.00	$37,672.72	$102,750.00	(13%)	($16,000.00)
Energy								
Gasoline								
63040	Fuel- Vehicles	4,000.00	2,835.32	4,000.00	2,073.33	4,000.00		.00
	Gasoline Totals	$4,000.00	$2,835.32	$4,000.00	$2,073.33	$4,000.00	0%	$0.00
	Energy Totals	$4,000.00	$2,835.32	$4,000.00	$2,073.33	$4,000.00	0%	$0.00
Telephone and Cellphone								
64000	Telephone	.00	.00	.00	251.85	.00		.00
	Telephone and Cellphone Totals	$0.00	$0.00	$0.00	$251.85	$0.00	+++	$0.00
	Commodities Totals	$122,750.00	$112,407.68	$122,750.00	$39,997.90	$106,750.00	(13%)	($16,000.00)

ITD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**060 - Information Technologies** Totals	$4,977,148.00	$4,067,554.41	$5,240,251.00	$2,680,151.07	$4,691,243.00	(6%)	($285,905.00)
Department	**060 - Information Technologies** Totals	$4,977,148.00	$4,067,554.41	$5,240,251.00	$2,680,151.07	$4,691,243.00	(6%)	($285,905.00)
	EXPENSE TOTALS	$4,977,148.00	$4,067,554.41	$5,240,251.00	$2,680,151.07	$4,691,243.00	(6%)	($285,905.00)
Fund	**001 - General Fund** Totals							
	REVENUE TOTALS	$1,049,975.00	$1,385,793.60	$1,053,234.00	$1,118,577.94	$1,302,638.00	24%	$252,663.00
	EXPENSE TOTALS	$4,977,148.00	$4,067,554.41	$5,240,251.00	$2,680,151.07	$4,691,243.00	(6%)	($285,905.00)
Fund	**001 - General Fund** Totals	($3,927,173.00)	($2,681,760.81)	($4,187,017.00)	($1,561,573.13)	($3,388,605.00)	(14%)	$538,568.00
	Net Grand Totals							
	REVENUE GRAND TOTALS	$1,049,975.00	$1,385,793.60	$1,053,234.00	$1,118,577.94	$1,302,638.00	24%	$252,663.00
	EXPENSE GRAND TOTALS	$4,977,148.00	$4,067,554.41	$5,240,251.00	$2,680,151.07	$4,691,243.00	(6%)	($285,905.00)
	Net Grand Totals	($3,927,173.00)	($2,681,760.81)	($4,187,017.00)	($1,561,573.13)	($3,388,605.00)	(14%)	$538,568.00

BLD Budget Highlights 2024 to 2026

- Revenue 0% over 2024
- Salaries and Wages 0% less than 2024
- Contractual Services 8% less than 2024
- Commodities 10% less than 2024
- Overall 7% less in expenses ($564,822)
- Overall 0% increase in revenue ($0)

Net $564,822 less than 2024 or 7%

BLD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
REVENUE								
Department	**080 - Building Management**							
Sub-Department	**000 - Revenues**							
Other								
38500	Rental Income	50,659.00	(15,343.84)	50,659.00	7,058.16	50,659.00		.00
	Other Totals	$50,659.00	($15,343.84)	$50,659.00	$7,058.16	$50,659.00	0%	$0.00
	Sub-Department **000 - Revenues** Totals	$50,659.00	($15,343.84)	$50,659.00	$7,058.16	$50,659.00	0%	$0.00
	Department **080 - Building Management** Totals	$50,659.00	($15,343.84)	$50,659.00	$7,058.16	$50,659.00	0%	$0.00
	REVENUE TOTALS	$50,659.00	($15,343.84)	$50,659.00	$7,058.16	$50,659.00	0%	$0.00

BLD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**080 - Building Management**							
Sub-Department	**080 - Building Mgmt- Government Center**							
Services								
45005	Healthcare Contribution Contra Account	.00	(492,404.00)	(611,889.00)	.00	(597,931.00)	(59,793,100)	(597,931.00)
45015	Dental Insurance Contra Account	.00	(12,676.00)	(14,195.00)	.00	(13,845.00)	(1,384,500)	(13,845.00)
45105	FICA/SS Contribution Contra Account	.00	.00	(231,226.00)	.00	(226,623.00)	(22,662,300)	(226,623.00)
45205	IMRF Contribution Contra Account	.00	.00	(164,241.00)	.00	(165,116.00)	(16,511,600)	(165,116.00)
53015	Worker's Comp Contra Account	.00	.00	(52,689.00)	.00	(51,538.00)	(5,153,800)	(51,538.00)
	Services Totals	$0.00	($505,080.00)	($1,074,240.00)	$0.00	($1,055,053.00)	+++	($1,055,053.00)
Personnel Services- Salaries & Wages								
Regular Employees								
40000	Salaries and Wages	2,794,502.00	2,508,375.12	2,922,424.00	1,635,093.55	2,772,558.00	(1)	(21,944.00)
40007	Equity Study Adjustments	55,895.00	.00	.00	.00	.00	(100)	(55,895.00)
	Regular Employees Totals	$2,850,397.00	$2,508,375.12	$2,922,424.00	$1,635,093.55	$2,772,558.00	(3%)	($77,839.00)
Overtime Salaries								
40200	Overtime Salaries	66,523.00	123,372.66	169,156.00	95,401.92	205,312.00	209	138,789.00
	Overtime Salaries Totals	$66,523.00	$123,372.66	$169,156.00	$95,401.92	$205,312.00	209%	$138,789.00
Other								
40003	Cost of Living Increase	61,514.00	.00	.00	.00	.00	(100)	(61,514.00)
	Other Totals	$61,514.00	$0.00	$0.00	$0.00	$0.00	(100%)	($61,514.00)
	Personnel Services- Salaries & Wages Totals	$2,978,434.00	$2,631,747.78	$3,091,580.00	$1,730,495.47	$2,977,870.00	0%	($564.00)
Personnel Services- Employee Benefits								
Group Insurance								
45000	Healthcare Contribution	.00	492,404.00	611,889.00	.00	597,931.00		597,931.00
45010	Dental Contribution	.00	12,676.00	14,195.00	.00	13,845.00		13,845.00
	Group Insurance Totals	$0.00	$505,080.00	$626,084.00	$0.00	$611,776.00	+++	$611,776.00
Social Security Contributions								
45100	FICA/SS Contribution	.00	.00	231,226.00	.00	226,623.00		226,623.00
	Social Security Contributions Totals	$0.00	$0.00	$231,226.00	$0.00	$226,623.00	+++	$226,623.00
Retirement Contributions								
45200	IMRF Contribution	.00	.00	164,241.00	.00	165,116.00		165,116.00
	Retirement Contributions Totals	$0.00	$0.00	$164,241.00	$0.00	$165,116.00	+++	$165,116.00

BLD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**080 - Building Management**							
Sub-Department	**080 - Building Mgmt- Government Center**							
Personnel Services- Employee Benefits								
Other								
53010	Workers Compensation	.00	.00	52,689.00	.00	51,538.00		51,538.00
	Other Totals	$0.00	$0.00	$52,689.00	$0.00	$51,538.00	+++	$51,538.00
	Personnel Services- Employee Benefits Totals	$0.00	$505,080.00	$1,074,240.00	$0.00	$1,055,053.00	+++	$1,055,053.00
Contractual Services								
Purchased Professional and Technical Services								
Professional								
50150	Contractual/Consulting Services	.00	22,499.16	.00	1,420.00	.00		.00
	Professional Totals	$0.00	$22,499.16	$0.00	$1,420.00	$0.00	+++	$0.00
	Purchased Professional and Technical Services Totals	$0.00	$22,499.16	$0.00	$1,420.00	$0.00	+++	$0.00
Purchased Property Services								
Utility Services								
52260	Grease Trap- Septic Services	9,952.00	10,270.00	9,952.00	7,050.00	9,952.00		.00
	Utility Services Totals	$9,952.00	$10,270.00	$9,952.00	$7,050.00	$9,952.00	0%	$0.00
Cleaning Services								
52000	Disposal and Water Softener Srvs	68,300.00	94,219.33	71,715.00	41,249.48	75,375.00	10	7,075.00
52010	Janitorial Services	54,200.00	565,107.56	145,800.00	114,087.00	175,000.00	223	120,800.00
	Cleaning Services Totals	$122,500.00	$659,326.89	$217,515.00	$155,336.48	$250,375.00	104%	$127,875.00
Repair and Maintenance Services								
52020	Repairs and Maintenance- Roads	490,100.00	229,679.91	490,100.00	163,506.31	325,000.00	(34)	(165,100.00)
52110	Repairs and Maint- Buildings	1,210,658.00	1,650,035.74	1,488,858.00	1,040,357.95	1,452,000.00	20	241,342.00
52120	Repairs and Maint- Grounds	136,750.00	222,067.99	236,750.00	51,250.10	250,000.00	83	113,250.00
52160	Repairs and Maint- Equipment	480,000.00	385,763.65	.00	4,727.96	.00	(100)	(480,000.00)
52230	Repairs and Maint- Vehicles	55,000.00	28,684.89	40,000.00	5,993.99	21,500.00	(61)	(33,500.00)
	Repair and Maintenance Services Totals	$2,372,508.00	$2,516,232.18	$2,255,708.00	$1,265,836.31	$2,048,500.00	(14%)	($324,008.00)
Rentals								
52190	Equipment Rental	10,000.00	6,545.59	10,000.00	1,313.00	10,000.00		.00

BLD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**080 - Building Management**							
Sub-Department	**080 - Building Mgmt- Government Center**							
Contractual Services								
Purchased Property Services								
Rentals								
52210	Building Lease	.00	16.98	.00	.00	.00		.00
52220	Equipment Lease	27,500.00	14,371.88	.00	.00	.00	(100)	(27,500.00)
	Rentals Totals	$37,500.00	$20,934.45	$10,000.00	$1,313.00	$10,000.00	(73%)	($27,500.00)
	Purchased Property Services Totals	$2,542,460.00	$3,206,763.52	$2,493,175.00	$1,429,535.79	$2,318,827.00	(9%)	($223,633.00)
Other Purchased Services								
Printing and Binding								
53060	General Printing	68,640.00	41,328.09	50,000.00	37,385.67	87,000.00	27	18,360.00
	Printing and Binding Totals	$68,640.00	$41,328.09	$50,000.00	$37,385.67	$87,000.00	27%	$18,360.00
Travel								
53110	Employee Training	12,000.00	45.00	12,000.00	196.00	5,000.00	(58)	(7,000.00)
53120	Employee Mileage Expense	457.00	.00	457.00	.00	400.00	(12)	(57.00)
	Travel Totals	$12,457.00	$45.00	$12,457.00	$196.00	$5,400.00	(57%)	($7,057.00)
	Other Purchased Services Totals	$81,097.00	$41,373.09	$62,457.00	$37,581.67	$92,400.00	14%	$11,303.00
	Contractual Services Totals	$2,623,557.00	$3,270,635.77	$2,555,632.00	$1,468,537.46	$2,411,227.00	(8%)	($212,330.00)
Commodities								
General Supplies								
60010	Operating Supplies	13,041.00	18,149.72	13,041.00	3,521.18	13,041.00		.00
60020	Computer Related Supplies	572.00	.00	.00	.00	.00	(100)	(572.00)
60100	Utilities- Water	363,439.00	131,688.32	363,439.00	71,856.66	105,000.00	(71)	(258,439.00)
60110	Printing Supplies	80,080.00	67,830.36	80,080.00	44,318.86	80,080.00		.00
60160	Cleaning Supplies	86,891.00	127,154.11	200,000.00	84,288.79	166,000.00	91	79,109.00
60210	Uniform Supplies	8,331.00	5,182.80	8,331.00	4,044.14	8,331.00		.00
60250	Medical Supplies and Drugs	146.00	.00	.00	.00	.00	(100)	(146.00)
	General Supplies Totals	$552,500.00	$350,005.31	$664,891.00	$208,029.63	$372,452.00	(33%)	($180,048.00)

BLD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**080 - Building Management**							
Sub-Department	**080 - Building Mgmt- Government Center**							
Commodities								
Energy								
Natural Gas								
63000	Utilities- Natural Gas	300,000.00	216,771.92	300,000.00	215,127.86	325,000.00	8	25,000.00
	Natural Gas Totals	$300,000.00	$216,771.92	$300,000.00	$215,127.86	$325,000.00	8%	$25,000.00
Electricity								
63010	Utilities- Electric	1,100,000.00	1,235,688.05	1,100,000.00	672,066.98	1,064,000.00	(3)	(36,000.00)
	Electricity Totals	$1,100,000.00	$1,235,688.05	$1,100,000.00	$672,066.98	$1,064,000.00	(3%)	($36,000.00)
Gasoline								
63040	Fuel- Vehicles	22,880.00	12,634.33	22,880.00	6,695.06	12,000.00	(48)	(10,880.00)
	Gasoline Totals	$22,880.00	$12,634.33	$22,880.00	$6,695.06	$12,000.00	(48%)	($10,880.00)
Other								
60090	Utilities- Sewer	150,000.00	134,263.68	100,000.00	83,182.06	130,000.00	(13)	(20,000.00)
	Other Totals	$150,000.00	$134,263.68	$100,000.00	$83,182.06	$130,000.00	(13%)	($20,000.00)
	Energy Totals	$1,572,880.00	$1,599,357.98	$1,522,880.00	$977,071.96	$1,531,000.00	(3%)	($41,880.00)
	Commodities Totals	$2,125,380.00	$1,949,363.29	$2,187,771.00	$1,185,101.59	$1,903,452.00	(10%)	($221,928.00)
Sub-Department	**080 - Building Mgmt- Government Center** Totals	$7,727,371.00	$7,851,746.84	$7,834,983.00	$4,384,134.52	$7,292,549.00	(6%)	($434,822.00)
Sub-Department	**088 - Bldg Mgmt- ROE Office & Supplies**							
Contractual Services								
Purchased Property Services								
Repair and Maintenance Services								
52110	Repairs and Maint- Buildings	.00	.00	.00	14,233.10	.00		.00
	Repair and Maintenance Services Totals	$0.00	$0.00	$0.00	$14,233.10	$0.00	+++	$0.00

BLD Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**001 - General Fund**							
EXPENSE								
Department	**080 - Building Management**							
Sub-Department	**088 - Bldg Mgmt- ROE Office & Supplies**							
Contractual Services								
Purchased Property Services								
Rentals								
52210	Building Lease	130,000.00	166,417.84	130,000.00	114,434.12	.00	(100)	(130,000.00)
	Rentals Totals	$130,000.00	$166,417.84	$130,000.00	$114,434.12	$0.00	(100%)	($130,000.00)
	Purchased Property Services Totals	$130,000.00	$166,417.84	$130,000.00	$128,667.22	$0.00	(100%)	($130,000.00)
	Contractual Services Totals	$130,000.00	$166,417.84	$130,000.00	$128,667.22	$0.00	(100%)	($130,000.00)
Sub-Department	**088 - Bldg Mgmt- ROE Office & Supplies** Totals	$130,000.00	$166,417.84	$130,000.00	$128,667.22	$0.00	(100%)	($130,000.00)
Department	**080 - Building Management** Totals	$7,857,371.00	$8,018,164.68	$7,964,983.00	$4,512,801.74	$7,292,549.00	(7%)	($564,822.00)
	EXPENSE TOTALS	$7,857,371.00	$8,018,164.68	$7,964,983.00	$4,512,801.74	$7,292,549.00	(7%)	($564,822.00)
Fund	**001 - General Fund** Totals							
	REVENUE TOTALS	$50,659.00	($15,343.84)	$50,659.00	$7,058.16	$50,659.00	0%	$0.00
	EXPENSE TOTALS	$7,857,371.00	$8,018,164.68	$7,964,983.00	$4,512,801.74	$7,292,549.00	(7%)	($564,822.00)
Fund	**001 - General Fund** Totals	($7,806,712.00)	($8,033,508.52)	($7,914,324.00)	($4,505,743.58)	($7,241,890.00)	(7%)	$564,822.00
	Net Grand Totals							
	REVENUE GRAND TOTALS	$50,659.00	($15,343.84)	$50,659.00	$7,058.16	$50,659.00	0%	$0.00
	EXPENSE GRAND TOTALS	$7,857,371.00	$8,018,164.68	$7,964,983.00	$4,512,801.74	$7,292,549.00	(7%)	($564,822.00)
	Net Grand Totals	($7,806,712.00)	($8,033,508.52)	($7,914,324.00)	($4,505,743.58)	($7,241,890.00)	(7%)	$564,822.00

Overview

- Budgets are under review – Work in Progress
- Working with Finance and Ad Hoc Budget Group
- Program and Services Cuts – Review
- Reallocation of Expenses to Special Revenue if applicable
- Capital Budget – Review, considering ARPA and 2025 Projects
- Capital Requests – Review submissions

	2024 Amended	2025 Amended	2026 submitted	Net Diff 2025-2026	% Diff 2025-2026	Net Diff 2024-2026	% Diff 2024-2026
Building Management (BLD)	$ 7,857,371.00	$ 7,964,983.00	$ 7,292,549.00	$ (672,434.00)	-8%	$ (564,822.00)	-7%
Information Technologies (ITD)	$ 4,977,148.00	$ 5,240,251.00	$ 4,691,243.00	$ (549,008.00)	-10%	$ (285,905.00)	-6%
Total BLD and ITD	$ 12,834,519.00	$ 13,205,234.00	$ 11,983,792.00	$ (1,221,442.00)	-9%	$ (850,727.00)	-7%

Latest Budget Cuts

- Eliminated Copy Center Analyst position in building Management -$50,687 plus benefits
- Reduced 52110 Building Repairs -$33,000
- Reduced 63010 Utilities – Electric -$36,000
- Reduced 60160 Cleaning Supplies -$34,000

$153,687 in additional cuts to meet goal for Departments

Note: Impact to Copy Center resulting in delayed response and possible increase in contractual services for some printing

GIS Budget Highlights 2024 to 2026

- Revenue 27% over 2024 (fee increased 2025)
- Salaries and Wages 20% more than 2024
- Contractual Services 31% less than 2024
- Commodities 83% more than 2024 (HW/SW non-capital)
- Capital 552% more than 2024 (shift Software License to capital)
- Overall 27% more in expenses $489,802
- Overall 27% increase in revenue $489,802

Overall Revenue and Expenses - Balanced

GIS Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**101 - Geographic Information Systems**							
REVENUE								
Department	**060 - Information Technologies**							
Sub-Department	**000 - Revenues**							
Charges for Services								
34010	GIS Counter Sale Fees	500.00	170.00	500.00	160.00	500.00		.00
34180	GIS Fees	1,183,800.00	1,369,680.00	1,025,000.00	1,584,155.00	2,256,000.00	91	1,072,200.00
	Charges for Services Totals	$1,184,300.00	$1,369,850.00	$1,025,500.00	$1,584,315.00	$2,256,500.00	91%	$1,072,200.00
Interest Revenue								
38000	Investment Income	49,421.00	47,033.10	50,000.00	20,652.24	35,306.00	(29)	(14,115.00)
	Interest Revenue Totals	$49,421.00	$47,033.10	$50,000.00	$20,652.24	$35,306.00	(29%)	($14,115.00)
Other								
39900	Fund Balance Utilization	568,283.00	.00	906,921.00	.00	.00	(100)	(568,283.00)
	Other Totals	$568,283.00	$0.00	$906,921.00	$0.00	$0.00	(100%)	($568,283.00)
	Sub-Department **000 - Revenues** Totals	$1,802,004.00	$1,416,883.10	$1,982,421.00	$1,604,967.24	$2,291,806.00	27%	$489,802.00
	Department **060 - Information Technologies** Totals	$1,802,004.00	$1,416,883.10	$1,982,421.00	$1,604,967.24	$2,291,806.00	27%	$489,802.00
	REVENUE TOTALS	$1,802,004.00	$1,416,883.10	$1,982,421.00	$1,604,967.24	$2,291,806.00	27%	$489,802.00

GIS Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**101 - Geographic Information Systems**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**070 - Geographic Information Systems**							
Personnel Services- Salaries & Wages								
Regular Employees								
40000	Salaries and Wages	732,609.00	756,608.71	834,046.00	449,818.32	906,712.00	24	174,103.00
	Regular Employees Totals	$732,609.00	$756,608.71	$834,046.00	$449,818.32	$906,712.00	24%	$174,103.00
Overtime Salaries								
40200	Overtime Salaries	2,500.00	460.56	1,000.00	118.72	.00	(100)	(2,500.00)
	Overtime Salaries Totals	$2,500.00	$460.56	$1,000.00	$118.72	$0.00	(100%)	($2,500.00)
Other								
40002	Non-Union Wage Increase	1.00	.00	.00	.00	.00	(100)	(1.00)
40003	Cost of Living Increase	21,979.00	.00	.00	.00	.00	(100)	(21,979.00)
	Other Totals	$21,980.00	$0.00	$0.00	$0.00	$0.00	(100%)	($21,980.00)
	Personnel Services- Salaries & Wages Totals	$757,089.00	$757,069.27	$835,046.00	$449,937.04	$906,712.00	20%	$149,623.00
Personnel Services- Employee Benefits								
Group Insurance								
45000	Healthcare Contribution	123,526.00	118,738.24	149,160.00	69,794.60	147,362.00	19	23,836.00
45010	Dental Contribution	3,813.00	3,661.02	4,108.00	2,125.84	4,329.00	14	516.00
	Group Insurance Totals	$127,339.00	$122,399.26	$153,268.00	$71,920.44	$151,691.00	19%	$24,352.00
Social Security Contributions								
45100	FICA/SS Contribution	57,726.00	55,989.08	66,212.00	33,127.39	69,127.00	20	11,401.00
	Social Security Contributions Totals	$57,726.00	$55,989.08	$66,212.00	$33,127.39	$69,127.00	20%	$11,401.00
Retirement Contributions								
45200	IMRF Contribution	34,561.00	33,639.67	47,270.00	23,629.88	54,557.00	58	19,996.00
	Retirement Contributions Totals	$34,561.00	$33,639.67	$47,270.00	$23,629.88	$54,557.00	58%	$19,996.00
Other								
53010	Workers Compensation	15,678.00	15,678.00	14,979.00	13,720.00	15,696.00		18.00
	Other Totals	$15,678.00	$15,678.00	$14,979.00	$13,720.00	$15,696.00	0%	$18.00
	Personnel Services- Employee Benefits Totals	$235,304.00	$227,706.01	$281,729.00	$142,397.71	$291,071.00	24%	$55,767.00

GIS Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**101 - Geographic Information Systems**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**070 - Geographic Information Systems**							
Contractual Services								
Purchased Professional and Technical Services								
Professional								
50150	Contractual/Consulting Services	311,797.00	154,956.17	353,850.00	163,486.80	384,575.00	23	72,778.00
	Professional Totals	$311,797.00	$154,956.17	$353,850.00	$163,486.80	$384,575.00	23%	$72,778.00
Technical								
50340	Software Licensing Cost	.00	.00	.00	.00	20,500.00		20,500.00
	Technical Totals	$0.00	$0.00	$0.00	$0.00	$20,500.00	+++	$20,500.00
	Purchased Professional and Technical Services Totals	$311,797.00	$154,956.17	$353,850.00	$163,486.80	$405,075.00	30%	$93,278.00
Purchased Property Services								
Repair and Maintenance Services								
52130	Repairs and Maint- Computers	297,546.00	285,543.55	320,531.00	305,017.58	1,300.00	(100)	(296,246.00)
	Repair and Maintenance Services Totals	$297,546.00	$285,543.55	$320,531.00	$305,017.58	$1,300.00	(100%)	($296,246.00)
	Purchased Property Services Totals	$297,546.00	$285,543.55	$320,531.00	$305,017.58	$1,300.00	(100%)	($296,246.00)
Other Purchased Services								
Insurance, Other Than Employee Benefits								
53000	Liability Insurance	22,785.00	22,785.00	32,069.00	29,368.00	33,821.00	48	11,036.00
53020	Unemployment Claims	367.00	367.00	433.00	396.00	544.00	48	177.00
	Insurance, Other Than Employee Benefits Totals	$23,152.00	$23,152.00	$32,502.00	$29,764.00	$34,365.00	48%	$11,213.00
Travel								
53100	Conferences and Meetings	7,000.00	297.00	1,000.00	.00	5,000.00	(29)	(2,000.00)
53110	Employee Training	20,000.00	1,125.00	11,000.00	.00	10,000.00	(50)	(10,000.00)
53120	Employee Mileage Expense	300.00	.00	150.00	11.76	150.00	(50)	(150.00)
	Travel Totals	$27,300.00	$1,422.00	$12,150.00	$11.76	$15,150.00	(45%)	($12,150.00)
Other								
53130	General Association Dues	3,000.00	1,610.00	3,000.00	1,410.00	1,230.00	(59)	(1,770.00)
	Other Totals	$3,000.00	$1,610.00	$3,000.00	$1,410.00	$1,230.00	(59%)	($1,770.00)
	Other Purchased Services Totals	$53,452.00	$26,184.00	$47,652.00	$31,185.76	$50,745.00	(5%)	($2,707.00)
	Contractual Services Totals	$662,795.00	$466,683.72	$722,033.00	$499,690.14	$457,120.00	(31%)	($205,675.00)

GIS Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**101 - Geographic Information Systems**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**070 - Geographic Information Systems**							
Commodities								
General Supplies								
60000	Office Supplies	2,600.00	364.66	2,600.00	3,017.46	2,200.00	(15)	(400.00)
60010	Operating Supplies	.00	.00	.00	.00	2,100.00		2,100.00
60020	Computer Related Supplies	6,031.00	2,764.66	2,600.00	648.85	2,500.00	(59)	(3,531.00)
60050	Books and Subscriptions	4,000.00	1,415.00	.00	252.25	500.00	(88)	(3,500.00)
60060	Computer Software- Non Capital	3,500.00	.00	2,600.00	.00	15,106.00	332	11,606.00
60070	Computer Hardware- Non Capital	4,100.00	539.96	14,000.00	801.94	14,350.00	250	10,250.00
	General Supplies Totals	$20,231.00	$5,084.28	$21,800.00	$4,720.50	$36,756.00	82%	$16,525.00
Telephone and Cellphone								
64000	Telephone	6,000.00	3,964.81	6,000.00	2,137.13	6,000.00		.00
64010	Cellular Phone	2,000.00	2,352.21	2,000.00	1,487.47	3,000.00	50	1,000.00
	Telephone and Cellphone Totals	$8,000.00	$6,317.02	$8,000.00	$3,624.60	$9,000.00	13%	$1,000.00
Other								
60570	Office Furniture - Non-Capital	.00	.00	.00	.00	6,000.00		6,000.00
	Other Totals	$0.00	$0.00	$0.00	$0.00	$6,000.00	+++	$6,000.00
	Commodities Totals	$28,231.00	$11,401.30	$29,800.00	$8,345.10	$51,756.00	83%	$23,525.00
Capital								
Machinery and Equipment								
Computer Equipment								
70000	Computers	64,000.00	.00	60,000.00	37,681.97	15,000.00	(77)	(49,000.00)
70020	Computer Software- Capital	12,000.00	.00	20,000.00	.00	80,000.00	567	68,000.00
70030	Computer Software License Cost	.00	.00	.00	.00	452,600.00		452,600.00
70050	Printers	8,000.00	.00	.00	.00	.00	(100)	(8,000.00)
	Computer Equipment Totals	$84,000.00	$0.00	$80,000.00	$37,681.97	$547,600.00	552%	$463,600.00
	Machinery and Equipment Totals	$84,000.00	$0.00	$80,000.00	$37,681.97	$547,600.00	552%	$463,600.00
	Capital Totals	$84,000.00	$0.00	$80,000.00	$37,681.97	$547,600.00	552%	$463,600.00
Contingency and Other								
89000	Addition to Fund Balance	.00	.00	1,038.00	.00	.00		.00
	Contingency and Other Totals	$0.00	$0.00	$1,038.00	$0.00	$0.00	+++	$0.00

GIS Department Budget 2026

Budget Year 2026

Account	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Amended Budget	2025 Actual Amount	2026 Submitted Budget	% Diff 24/26	Amt Diff 24/26
Fund	**101 - Geographic Information Systems**							
EXPENSE								
Department	**060 - Information Technologies**							
Sub-Department	**070 - Geographic Information Systems**							
Transfers Out								
99001	Transfer to General Fund 001	34,585.00	34,585.00	32,775.00	32,775.00	37,547.00	9	2,962.00
	Transfers Out Totals	$34,585.00	$34,585.00	$32,775.00	$32,775.00	$37,547.00	9%	$2,962.00
	Sub-Department **070 - Geographic Information Systems** Totals	$1,802,004.00	$1,497,445.30	$1,982,421.00	$1,170,826.96	$2,291,806.00	27%	$489,802.00
	Department **060 - Information Technologies** Totals	$1,802,004.00	$1,497,445.30	$1,982,421.00	$1,170,826.96	$2,291,806.00	27%	$489,802.00
	EXPENSE TOTALS	$1,802,004.00	$1,497,445.30	$1,982,421.00	$1,170,826.96	$2,291,806.00	27%	$489,802.00
	Fund **101 - Geographic Information Systems** Totals							
	REVENUE TOTALS	$1,802,004.00	$1,416,883.10	$1,982,421.00	$1,604,967.24	$2,291,806.00	27%	$489,802.00
	EXPENSE TOTALS	$1,802,004.00	$1,497,445.30	$1,982,421.00	$1,170,826.96	$2,291,806.00	27%	$489,802.00
	Fund **101 - Geographic Information Systems** Totals	$0.00	($80,562.20)	$0.00	$434,140.28	$0.00	+++	$0.00
	Net Grand Totals							
	REVENUE GRAND TOTALS	$1,802,004.00	$1,416,883.10	$1,982,421.00	$1,604,967.24	$2,291,806.00	27%	$489,802.00
	EXPENSE GRAND TOTALS	$1,802,004.00	$1,497,445.30	$1,982,421.00	$1,170,826.96	$2,291,806.00	27%	$489,802.00
	Net Grand Totals	$0.00	($80,562.20)	$0.00	$434,140.28	$0.00	+++	$0.00

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-968

AUTHORIZING PURCHASE OF FIRST AID, EMERGENCY MEDICAL, AND ATHLETIC TRAINER SUPPLIES AND EQUIPMENT WITH AED SERVICE AMERICA (PF WELLNESS CONSULTANTS) FOR THE BUILDING MANAGEMENT DEPARTMENT (CONTRACT# 704-23)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 23-503 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with Buy Board; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the Buy Board MICPA, public purchasing contract (Contract No. 704-23) to purchase First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment therefor from AED Service America (PF Wellness Consultants); and

WHEREAS, the term of Buy Board's AED Service America (PF Wellness Consultants) contract (No. 704-23) is through May 31,2026; and

WHEREAS, the County has in the past successfully utilized Buy Board public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is hereby authorized to purchase First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment through Buy Board's AED Service America (PF Wellness Consultants) Contract No. 704-23 for a sum not-to-exceed Fifty Thousand Dollars ($50,000) per fiscal year.

BE IT FURTHER RESOLVED by the Kane County Board that Fifty Thousand Dollars ($50,000) is hereby appropriated from Repairs and Maint. - Buildings # 001.080.080.52110, Various to pay for the Building Management Department First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment procurement from AED Service America (PF Wellness Consultants) under Contract No. 704-23.

Line Item: 001.080.080.52110, Various
Line Item Description: Repairs and Maint. - Buildings, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Y
Are funds currently available for this Personnel/Item/Service in the specific line item? Y
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Purchase of First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment with AED Service America (PF Wellness Consultants) for the Building Management Department (Contract#704-23)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $50,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the purchase of First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment through Buy Board's AED Service America (PF Wellness Consultants) contract No. 704-23 for the Building Management Department in the amount not to exceed $50,000 per fiscal year.

BuyBoard Vendor Contract Information Summary

Vendor	AED Service America (PF Wellness Consultants)
Contact	Douglas Comstock
Phone	860-970-3250
Email	dc@aedserviceamerica.com
Vendor Website	www.aedserviceamerica.com
TIN	06-1080261
Address Line 1	PO Box 360
Vendor City	East Granby
Vendor Zip	06026
Vendor State	CT
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Accept: EFT's, Stripe, Cr
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
Contract No.	704-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: dc@aedserviceamerica.com

AED Service America
AED Service America (PF Wellness Consultants)
PO Box 360
East Granby, CT 06026

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

April 17, 2023

Sent Via Email: dc@aedserviceamerica.com

AED Service America
AED Service America (PF Wellness Consultants)
PO Box 360
East Granby, CT 06026

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

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

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Proposal Invitation Number: 704-23

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

Proposal Due Date/Opening Date and Time:
January 26, 2023, at 4:00 PM

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

Anticipated Cooperative Board Meeting Date:
April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

AED Service America	12/21/2022
Name of Proposing Company	Date
6 Poquonock Avenue	Hayth C Comstock
Street Address	Signature of Authorized Company Official
Windsor, CT 06095	Douglas Comstock
City, State, Zip	Printed Name of Authorized Company Official
860-970-3250	East Coast dir. of Business Development
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
860-261-0557	061080261
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

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

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: DC

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

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

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

Please check (√) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: DC

RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (√) one of the following:

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

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

AED Service America	6 Poquonock Avenue	
Company Name	Address	
Windsor	CT	06095
City	State	Zip Code

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

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (√) one of the following:

☐ Yes ☒ No

Initial: DC

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

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

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: DC

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

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

☐ **Minority Owned Business** ☐ **Women Owned Business**

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

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** DC

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

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

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: DC

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

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

Please check (√) one of the following:

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

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: DC

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: DC

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: DC

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: DC

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DC

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DC

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DC

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DC

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

AED Service America

Company Name

Signature of Authorized Company Official

Douglas Comstock East Coast dir. of Business Development

Printed Name and Title

12/21/2022

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: AED Service America

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ■ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Connecticut

Federal Employer Identification Number: 061080261

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

AED Service America

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Douglas Craig Comstock

2 Business name/disregarded entity name, if different from above

AED Service America

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 Poquonock Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Windsor, CT 06095

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	6	–	1	0	8	0	2	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Hayk C Comstock **Date ▶** 1/25/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $0.00. (The period of the 12-month period is 1/1/2022 / 12/31/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Bryan Independent School District	Karen Byers	979-209-1099	karen.byers@bryanisd.org	20% on AED parts	Service Plan Client
2. Nueces County	Timothy Everest	N/A	Timothy.Everest2@nuecesco.com	20 on AED parts%	Service Plan Client
3. Arlington, MA Fire Department	Captain Sean Mullane	781-316-3810	SMullane@town.arlington.ma.us	10%	
4. Town of Southington	Dir. of Rec. David Lapreay	860-276-6289/6701	lapreayd@southington.org	10%	
5. Town of East Granby	First Selectwoman Eden Wimpfheimer	(860) 413-3302	edenw@egtownhall.com	0%	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Depending on the service plan chosen by our clients, you can receive a 15% or 20% discount on parts.

However, we are amenable to giving larger bulk discounts depending on order quantity.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

AED Service America is the only company nationwide that focuses exclusively on providing compliant, onsite, AED maintenance and management across every FDA approved brand of AED. Our Response Ready Preventative Maintenance Solutions will help you mitigate risk and ensure compliance in all fifty-states. Whether you have one AED in a single location, or more than five-hundred AEDs deployed across America, you can be assured we will support your AED deployment and help protect those you serve.

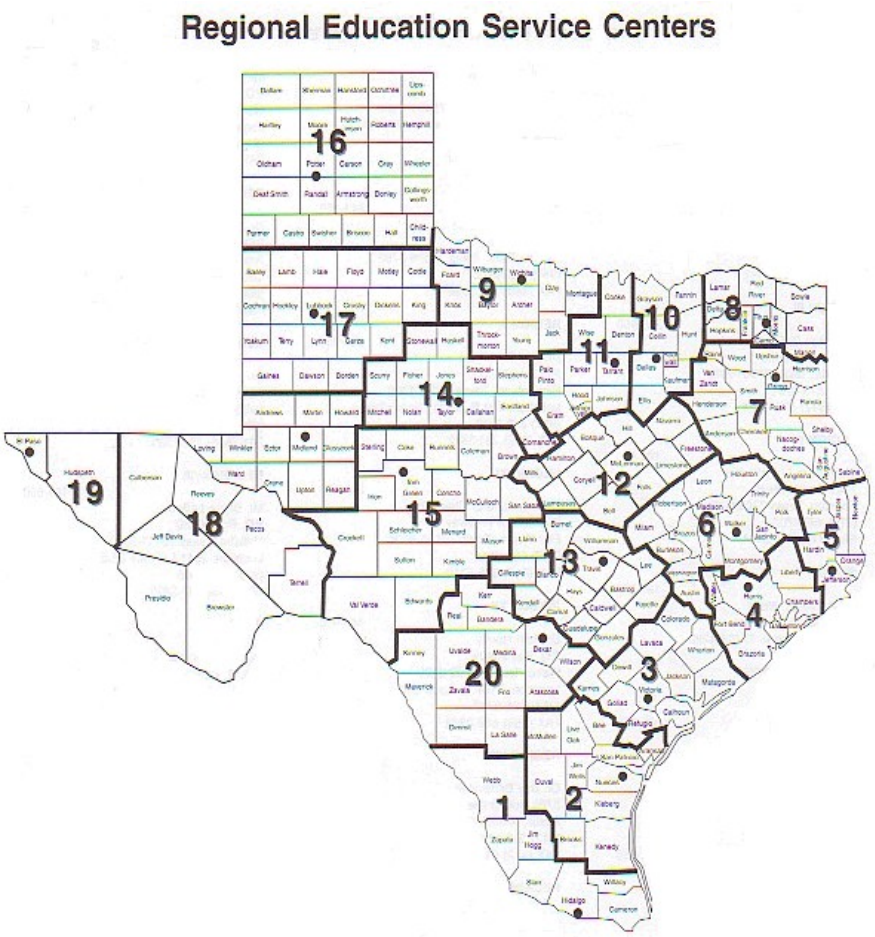
AED Service America is a division of PF Wellness Consultants. Founded in 1981, PF Wellness Consultants has focused on servicing the health, fitness and wellness needs of clients such as: Aetna, Hartford Insurance, Yankee Candle, Xerox, NBC, Harvard Business School, New England Patriots, and hundreds more.

AED Service America proudly carries on the tradition of providing best-in-class products and services to meet the need of AED owners throughout all fifty-states. You can be assured, with AED Service America you AED deployment will always be, “RESPONSE READY”.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

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

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

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

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

AED Service America	704-23
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Douglas Comstock Printed Name of Authorized Company Official

12/21/2022
Date

LOCATION/AUTHORIZED SELLER LISTINGS

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

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
AED Service America Headquarters: 6 Poquonock Avenue, Windsor, CT 06095	Douglas Comstock	6 Poquonock Avenue, Windsor, CT 06095, 860-970-3250, 860-261-0557, dc@aedserviceamerica.com

MANUFACTURER DEALER DESIGNATION

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

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

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

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

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

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

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

PF Wellness Consultants was founded in 1981.

AED Service America is a division of PF Wellness Consultants.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

There are 3 individuals that will be utilized for assistance through Buyboard, of which have more than 20 years combined knowledge in the field of automated external defibrillators and first aid equipment. They are experts on the subject.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We will personally be reaching out by phone call or email to those listed on the cooperative.

Offering our services not only as sales of equipment, but also in the services we provide.

Maintenance and management of AEDs is our specialty, and we offer advice to those in need.

We will be available 24/7 to support those on the buyboard cooperative as well as those who are not.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

AED Service America has the financial strength to support all those on buyboard. With a growth rate of approximately 30-40% year over year, we are continuing to expand and support more clients. Our current insurance coverage limits are 1,000,000 / 1,000,000 / 1,000,000 for per-accident liability, overall illness liability, and per-employee illness liability.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: First Aid Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **First Aid Equipment and Supplies.**
2. Discount (%) off catalog/pricelist for **First Aid Furniture.**
3. Discount (%) off catalog/pricelist for **Bleeding Control Stations**.
4. Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products.**

Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies

5. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies.**
6. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture.**
7. Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products.**

Section III: Emergency Medical Equipment, Products, and Supplies

8. Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies.**
9. Discount (%) off catalog/pricelist for **All Other Emergency Medical Products.**

Section IV: Pharmaceuticals and Vaccines

10. Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines.**
11. Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies.**
12. Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies.**

Section V: Audiology Equipment and Other Related Items

13. Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items.**

Section VI: Drug/Diagnostic/Laboratory Testing Services

14. Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including laboratory services).

Section VII: Installation and Repair Service

15. **Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Installation/Repair of Audiology Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

AED Service America Information

Contact: Douglas Comstock
Address: 6 Poquonock Avenue
Windsor, CT 06095
Phone: (860) 970-3250
Email: dc@AEDserviceAmerica.com
Web Address: www.AEDServiceAmerica.com

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

Adrian Eaton
Signature

ae@aedserviceamerica.com
Email

Submitted at 1/6/2023 10:15:05 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 704-23 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment — Proposal-No-704-23.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — AED Service America Pricelist.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — *No response*

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — Company Description.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — AEDServiceAmericaW91_25_2022.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 06-1080261

2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

4	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes

5	**MWBE/HUB Status Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*

6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business (Yes)*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

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

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB (Yes)*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

AED Service America

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

dc@aedserviceamerica.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

PO Box 360

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

East Granby

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

CT

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

06026

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

8609703250

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.aedserviceamerica.com

22 **Purchase Orders Contact Information**

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

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

dc@aedserviceamerica.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Douglas Comstock

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

860-970-3250

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

ae@aedserviceamerica.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Adrian Eaton

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

860-392-8977

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

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

Please select options below for receipt of Purchase Orders and provide the requested information:

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

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

dc@aedserviceamerica.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Douglas Comstock

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

860-970-3250

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

ae@aedserviceamerica.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Adrian Eaton

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

860-392-8977

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

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

(a) Service fee invoices and related communications should be provided directly to my company at:

or

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

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

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

AED Service America

44 **Invoice Company Department Name**

Invoice Company Department Name

Finance

45 **Invoice Contact Name**

Invoice Contact Name

Douglas Comstock

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

P.O. Box 360

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

East Granby

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

CT

49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 06026
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 860-970-3250
51	**Invoice Contact Extension Number** Invoice Contact Extension Number *No response*
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) *No response*
53	**Invoice Contact E-mail Address** Invoice Contact E-mail dc@aedserviceamerica.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address ae@aedserviceamerica.com
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*
57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*
60	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) *No response*

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Accept: EFT's, Stripe, Credit Card, and Checks; We are flexible on payment options.

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

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

74 **Company Name**

Company Name

AED Service America

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*

94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name AED Service America
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*

103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*

115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*

127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*

139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1	**Section I: First Aid Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **First Aid Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

2 **Section I: First Aid Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **First Aid Furniture.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Bleeding Control Stations.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

4	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** - Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

5	**Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

6	**Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

7	**Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

8	**Section III: Emergency Medical Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 13% Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". AED Service America Pricelist

9	**Section III: Emergency Medical Equipment, Products, and Supplies** Discount (%) off catalog/pricelist for **All Other Emergency Medical Products.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

10

Section IV: Pharmaceuticals and Vaccines

Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11	**Section IV: Pharmaceuticals and Vaccines** Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

12

Section IV: Pharmaceuticals and Vaccines

Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section V: Audiology Equipment and Other Related Items

Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14 **Section VI: Drug/Diagnostic/Laboratory Testing Services**

Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including

laboratory services). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

16 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Audiology Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-977

AUTHORIZING UPDATED CAPITAL PROJECTS FROM THE CAPITAL FUND

WHEREAS, the Building Management Department has reviewed and made updated recommendations to the Administration Committee and County Board regarding the fiscal year 2025 Capital Projects and Capital fund; and

WHEREAS, the revised list of capital projects identifies the allocation of capital funds to each project according the funds available in fiscal year 2025 in an amount not to exceed $11,746,452; and

WHEREAS, the following capital projects and budget allocations have been identified by the Building Management Department subject to approval and authorization of the Kane County Board. (See attached)

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes and directs the Building Management Department to initiate the planning and procurement process for the FY2025 capital projects subject to final approval and authorization of the Kane County Board.

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

Risk	System	BLDG/DEPT	Project Description	ARPA Funds	Curent FY2025 Capital Project List	Project Stage
1	Life Safety & Fire	Judicial	Fire Panel Upgrades-0001		$ 1,978,000	3-Execution
3	Site Improvements	ALL	Pavement Management Program- 0002		$ 1,238,807	3-Execution
2	Building Improvements	AJC	Jail Kitchen and Laundry Improvements-0003		$ 1,080,000	2-Planning
1	Building Improvements	Elgin Health	New Health Building Repairs-0004		$ 1,000,000	3-Execution
2	Interior	JC	Public Defender Office Renovation-0006		$ 541,968	4-Closeout
4	Building Improvements	KBC/CIC	CIC/CIC Pad Funds- Pre-Arrest Diversion- 0007		$ 536,055	3-Execution
3	Site Improvements	ALL	Exteriour Campus Lighting-0008		$ 500,000	4-Closeout
1	Elevators	JC	JC Elevator Upgrades-0009		$ 270,260	3-Execution
4	Vehicles	BLD MGMT	Vehicles-0010		$ 250,000	3-Execution
3	Water Quality	JC	JC & JJC Water Quality Improvements-0011		$ 235,775	2-Planning
3	Site Improvements	ALL	Concrete-0012		$ 200,000	2-Planning
3	Consulting Services	ALL	Architect/Engineer Consulting-0013		$ 157,700	3-Execution
3	Interior	ALL	Countywide Flooring-0014		$ 200,000	2-Planning
3	Life Safety & Fire	ALL	Remediation (Asbestos/mold)-0015		$ 100,804	2-Planning
3	Roofing Systems	BLD B	Building B Roof-0016		$ 134,478	5-Complete
3	Structural & Envelope	ALL	Tuckpoint/Mortar-0017		$ 50,000	3-Execution
3	Roofing Systems	OCH	Boiler House Roof Replacement-0018		$ 69,080	2-Planning
3	Structural & Envelope	BLD F	Window Replacement-0019		$ 35,000	5-Complete
4	Building Improvements	BLD C	Assessor's Counter and roll up Window-0020		$ 35,000	4-Closeout
3	Roofing Systems	JJC	Roof Replacement-0021		$ 32,562	5-Complete
3	Operational Furniture	OCH	Judge's Bench-0022		$ 25,000	4-Closeout
4	Operational Equipment	OEM	Portable Radio Equipment		$ 24,510	5-Complete
4	Building Improvements		Geneva Creek Stabilization (PORTION)		$ 171,083	5-Complete
3	HVAC	AJC	Exhaust Fan for Trash Compactor		$ 6,857	5-Complete
3	Structural & Envelope	JC	Sally Port Door Replacement		$ 13,203	5-Complete
3	Structural & Envelope	JJC	Roof Replacement		$ 9,900	5-Complete
4	Building Improvements	AJC	Sheriff Administration Renovation		$ 205,180	5-Complete
NEW						
4	Building Improvements	BLD A	Building A 4th Floor Construction		$ 13,703	1-Initiation
4	Building Improvements	BLD A	Development Furniture		$ 95,672	1-Initiation
4	Building Improvements	BLD C	Building C Records Room Wall Removal		$ 8,955	1-Initiation
2	Building Improvements	AJC	Jail Shower Renovations (4 units)		$ 100,000	1-Initiation
2	Building Improvements	JC	Holding Cell Accessibility Renovation		$ 46,396	1-Initiation
3	Building Improvements	OCH	Courtroom and Chamber HVAC		$ 100,000	1-Initiation
3	Building Improvements	BLD B	Tuckpoint/Mortar BLD B		$ 49,196	1-Initiation
ARPA						
3	HVAC	Elgin Health	Elgin HVAC Improvements	$ 1,156,730	$ 270	2-Planning
3	Building Improvements	AJC	Domestic Hot Water	$ 2,000,000	$ 10,042	3-Execution
3	HVAC	JJC	HVAC Replacement- JJC	$ 292,595	$ 67,100	3-Execution
3	HVAC	AJC	Shooting Range	$ 1,550,948	$ 72,578	2-Planning
3	HVAC	AJC	Kitchen and Laundry HVAC	$ 1,200,000	$ 304,046	2-Planning
3	HVAC	AJC	AJC HVAC and Pipe Chasxe Improvements	$ 11,558,600	$ 1,691,637	2-Planning
3	HVAC	OCH	3rd Street IT Space HVAC	$ 80,000		2-Planning
3	HVAC	Court Services	Court Services HVAC	$ 195,000		2-Planning
3	HVAC	JC	Judicial Center Chillers Replacement	$ 2,000,000	$85,635.00	4-Closeout
			Total Project Expenses	$ 20,033,873	$ 11,746,452	
			FY2025 - FY2026 ARPA Budget	**$ 20,033,873**		
			FY2025 Capital Budget		**$ 11,746,452**	

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.
Authorizing Updated Capital Projects from the Capital Fund

Committee Flow: Administration Committee, Executive Committee, County Board
Contact: Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $11,746,452
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

Authorizing and directing the Building Management Department to initiate the planning and procurement process for the FY2025 capital projects subject to final approval and authorization of the Kane County Board.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-982

AUTHORIZING THE BUILDING MANAGEMENT DEPARTMENT TO PURCHASE FURNITURE, INSTALLATION, AND RELATED SERVICES FOR THE DEVELOPMENT DEPARTMENT WITH THE HON COMPANY, LLC (CONTRACT# R240117)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the OMNIAMICPA, public purchasing contract (Contract No. R240117) to purchase Furniture, Installation, and Related Services therefor from The Hon Company, LLC; and

WHEREAS, the term of OMNIA's The Hon Company, LLC contract (No. R240117) is through December 31, 2027; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Building Management Department is hereby authorized to purchase Furniture, Installation, and Related Services through OMNIA's The Hon Company, LLC Contract No. R240117 for a sum not-to-exceed

One Hundred Forty-Four Thousand Nine Hundred Eighty-Five Dollars ($144,985).

BE IT FURTHER RESOLVED by the Kane County Board that One Hundred Forty-Four Thousand Nine Hundred Eighty-Five Dollars ($144,985) is hereby appropriated from Miscellaneous Contractual Expenses # (401.690.711.55000), Building Improvements # (500.800.805.72010), Various to pay for the Furniture, Installation, and Related Services procurement from The Hon Company, LLC. under Contract No. R240117.

Line Item: 401.690.711.55000, 500.800.805.72010, Various
Line Item Description: Miscellaneous Contractual Expenses, Building Improvements, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Building Management Department to Purchase Furniture, Installation, and Related Services for the Development Department with the HON Company, LLC. (Contract#R240117)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $144,985
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Building Management Department to purchase furniture, installation, and related services for the Development Department with the HON Company in an amount not to exceed $144,985 per fiscal year.

Development Department Office Renovation

July 29, 2025

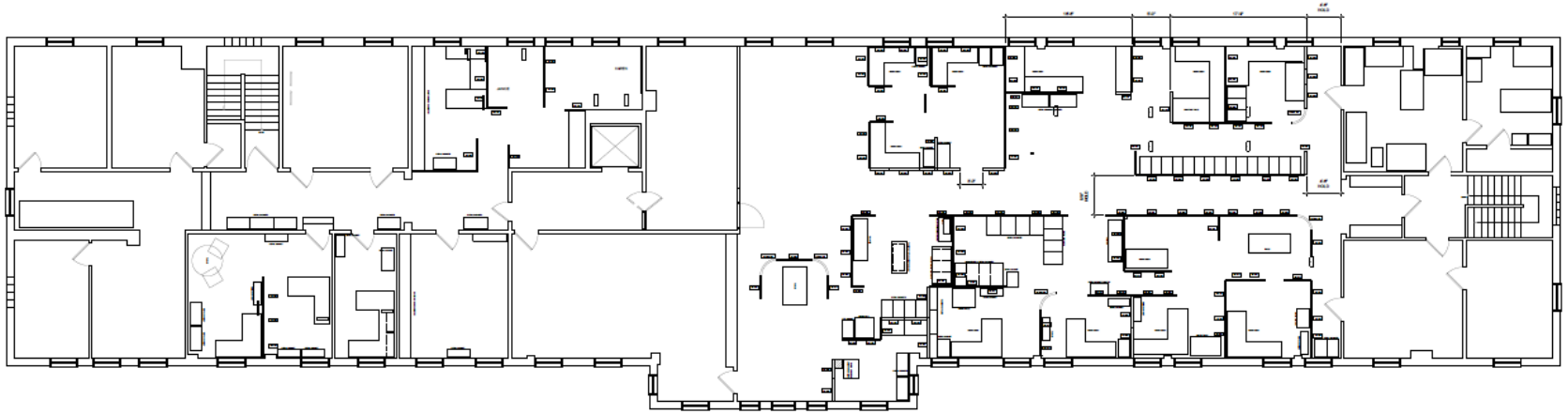
Business Case

- Reorganization to absorb OCR responsibilities and staff
- Reduce rent obligation in Batavia office
- Improve customer service, accessibility and waiting area
- Improve business operations and security
- Replace old and broken furniture with new efficient floor plan

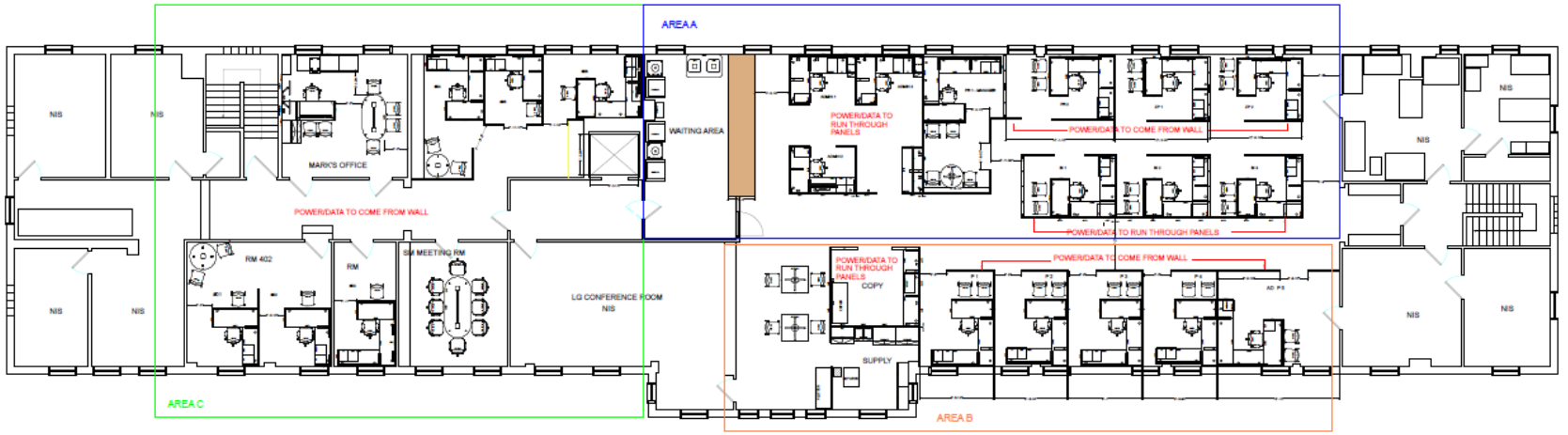
Development Department

Kane County Government Center
719 Batavia Ave, Bld. A
Geneva, IL 60134

ORIGINAL EXISTING LAYOUT



NEW PROPOSED LAYOUT



CLIENT:
KANE COUNTY
BUILDING A, 4TH FL
4TH FLOOR

SHEET TITLE:
PLANNING & DEV DEPT
PROPOSED FURNITURE PLAN
rev 7.31.25
36 X 24 SHEET

Cost Proposal

Proposing (recommend)	
Area A – Development Office	$75,671.72
Area B – OCR and HUD Program	$49,312.93
Allowance/Contingency (electric and data)	$20,000.00
Total	$144,984.65
Alternate (defer)	~~$50,219.47~~
Area C – North End Offices	

Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

Provided To:
Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

Install Location:
Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

Area A Estimated Total	$75,671.72
Area B Estimated Total	$49,312.93
Area C ALT Estimated Total	$50,219.47
GRAND TOTAL	$175,204.12

Proposal Provided By:
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

MOI_Kane County 1 of 4

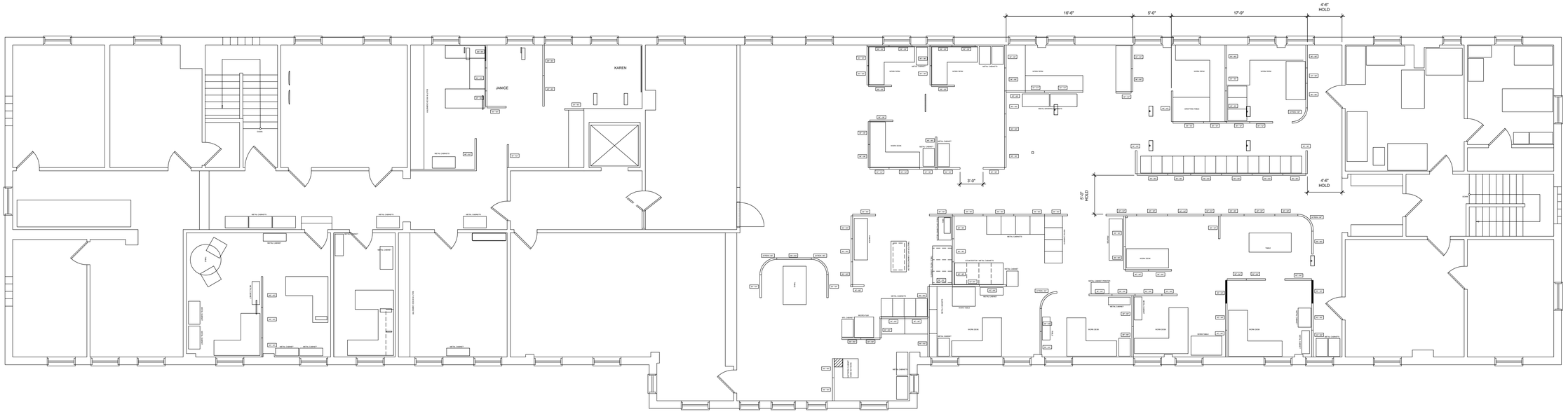
Budget

- Capital Fund 500.800.805.72010 - $95,671.72
- OCR HUD Program Funding (Line Item #) - $50,219.47
- Total Budget $144,984.65 (includes $20,000 contingency)

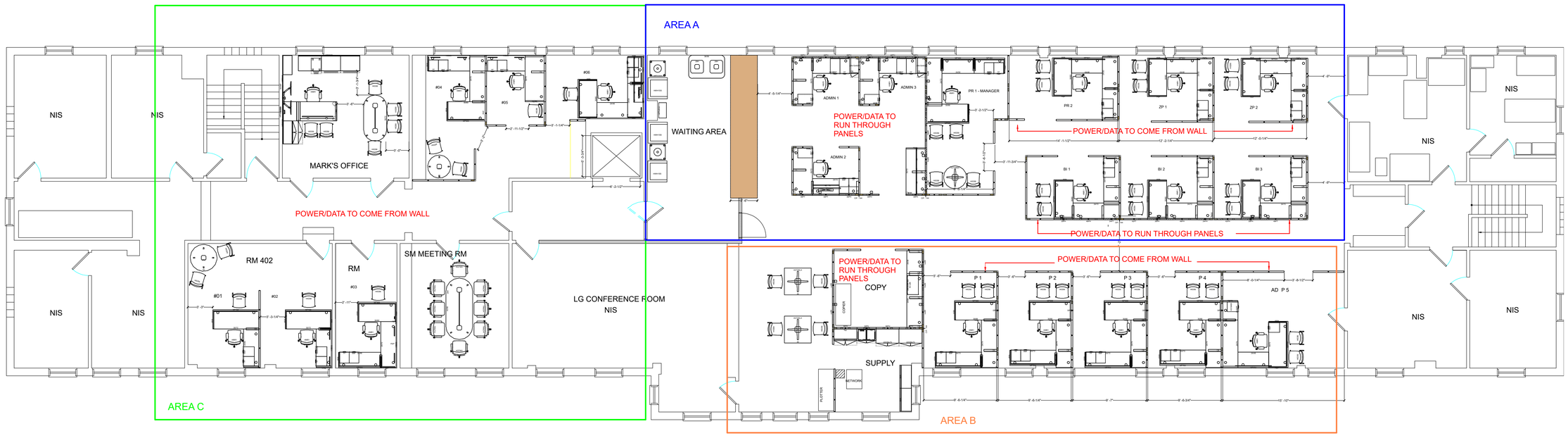
Recommendation

- Midwest Office Interiors, Inc (existing furniture vendor)
- Resolution authorizing the purchase of furniture and services with Midwest Office Interiors (OMNIA Contract #R191804) for $144,984.65 to renovate the Kane County Development Department

ORIGINAL EXISTING LAYOUT



NEW PROPOSED LAYOUT



Midwest Office Interiors

10330 Argonne Woods Drive - Suite 600,
Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

CLIENT:
KANE COUNTY
BUILDING A, 4TH FL
4TH FLOOR

SHEET TITLE:
PLANNING & DEV DEPT
PROPOSED FURNITURE PLAN
rev 7.31.25
36 X 24 SHEET

Page/Sheet Number:	1/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date :	7/31/2025

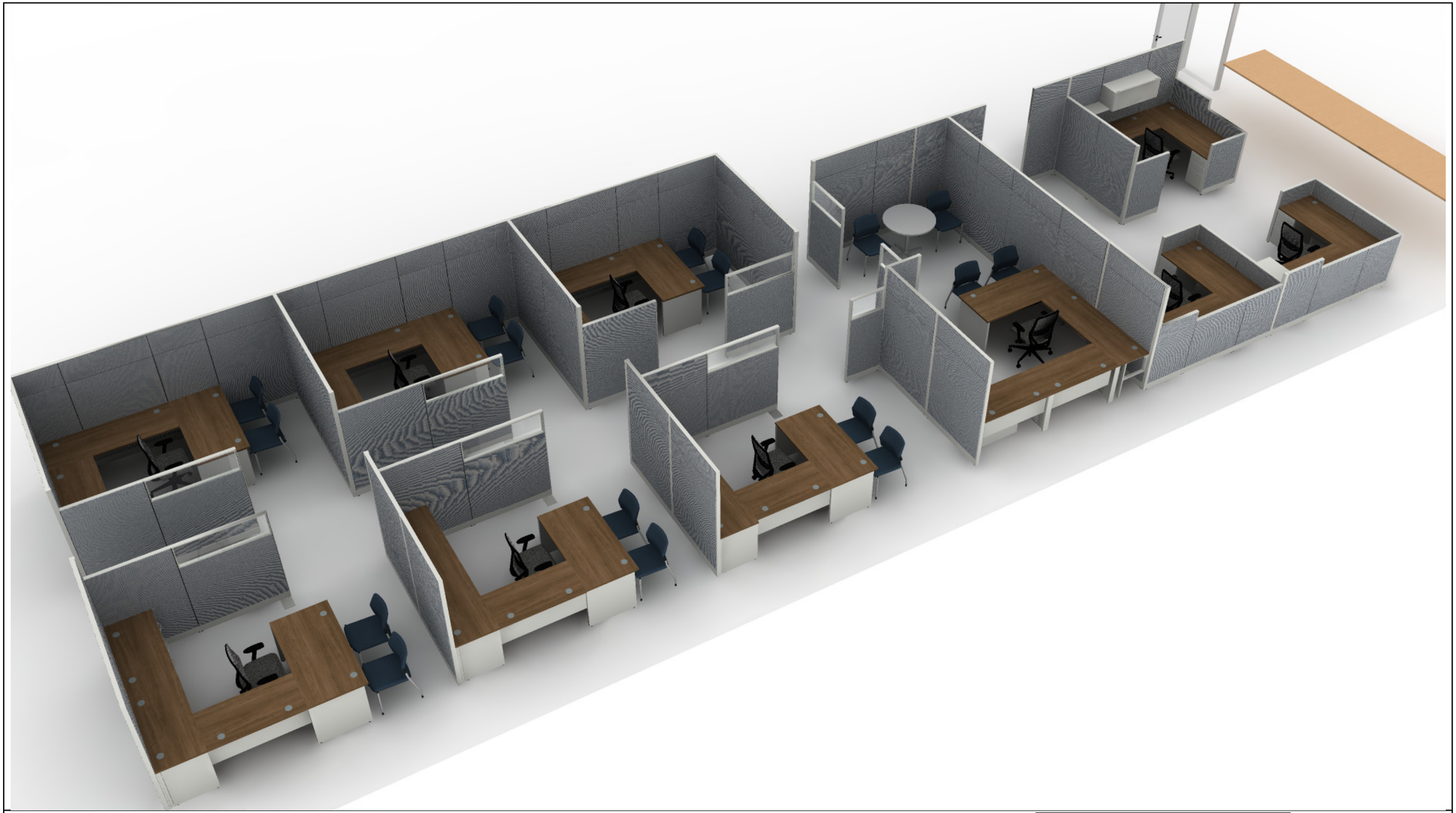
REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	8/18/2025

File Name/Path:

c:\Users\junderwood\Desktop\kane county 4th fl furn 7.31.25.cmdrw

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Midwest Office Interiors
10330 Argonne Woods Drive - Suite 600,
Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA A - OVERVIEW RENDERING

Page/Sheet	2/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

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KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA B - OVERVIEW RENDERING

Page/Sheet	3/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

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Woodridge, IL 60517
Main Phone: 630.850.8700
www.MidwestOfficeInc.com

KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT - OVERVIEW RENDERING

Page/Sheet	4/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

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KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA A- WAITING AREA

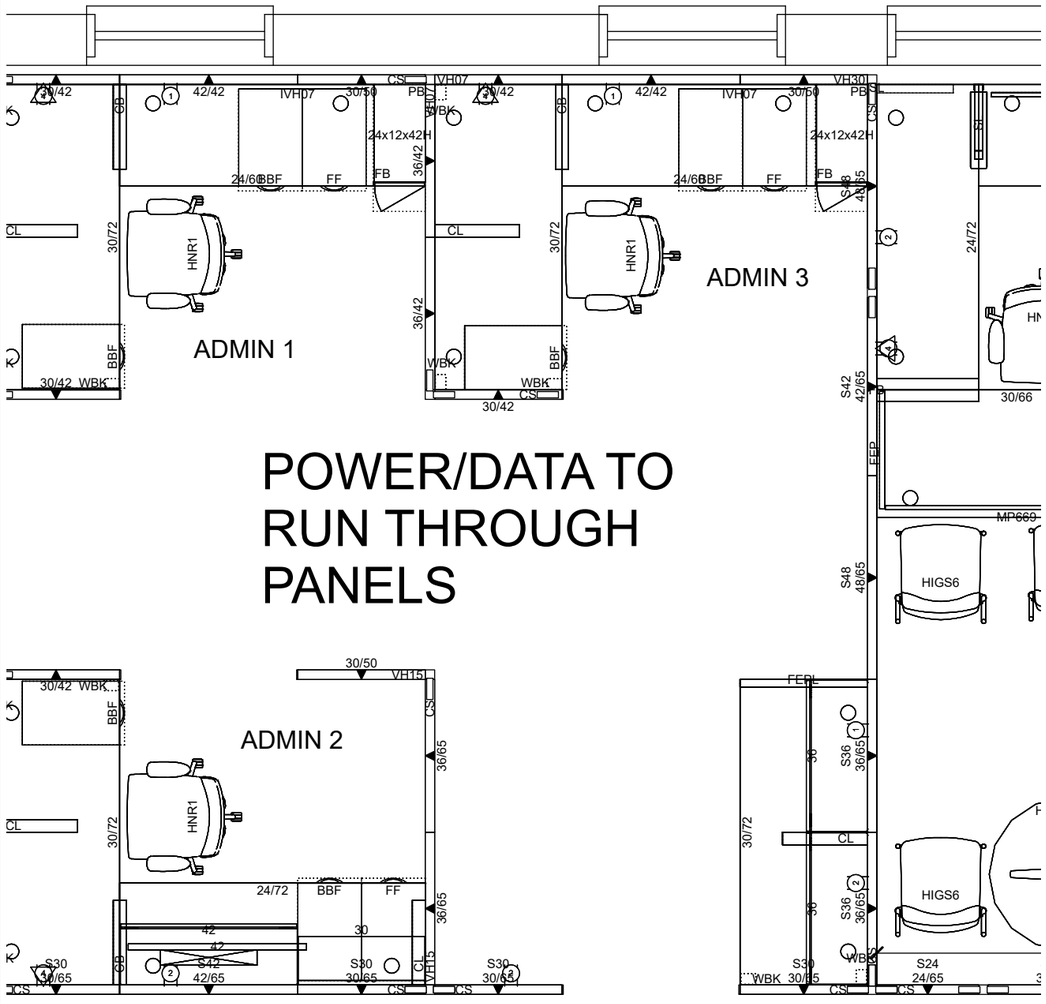
Page/Sheet	5/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

DISCLAIMER

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POWER/DATA TO RUN THROUGH PANELS





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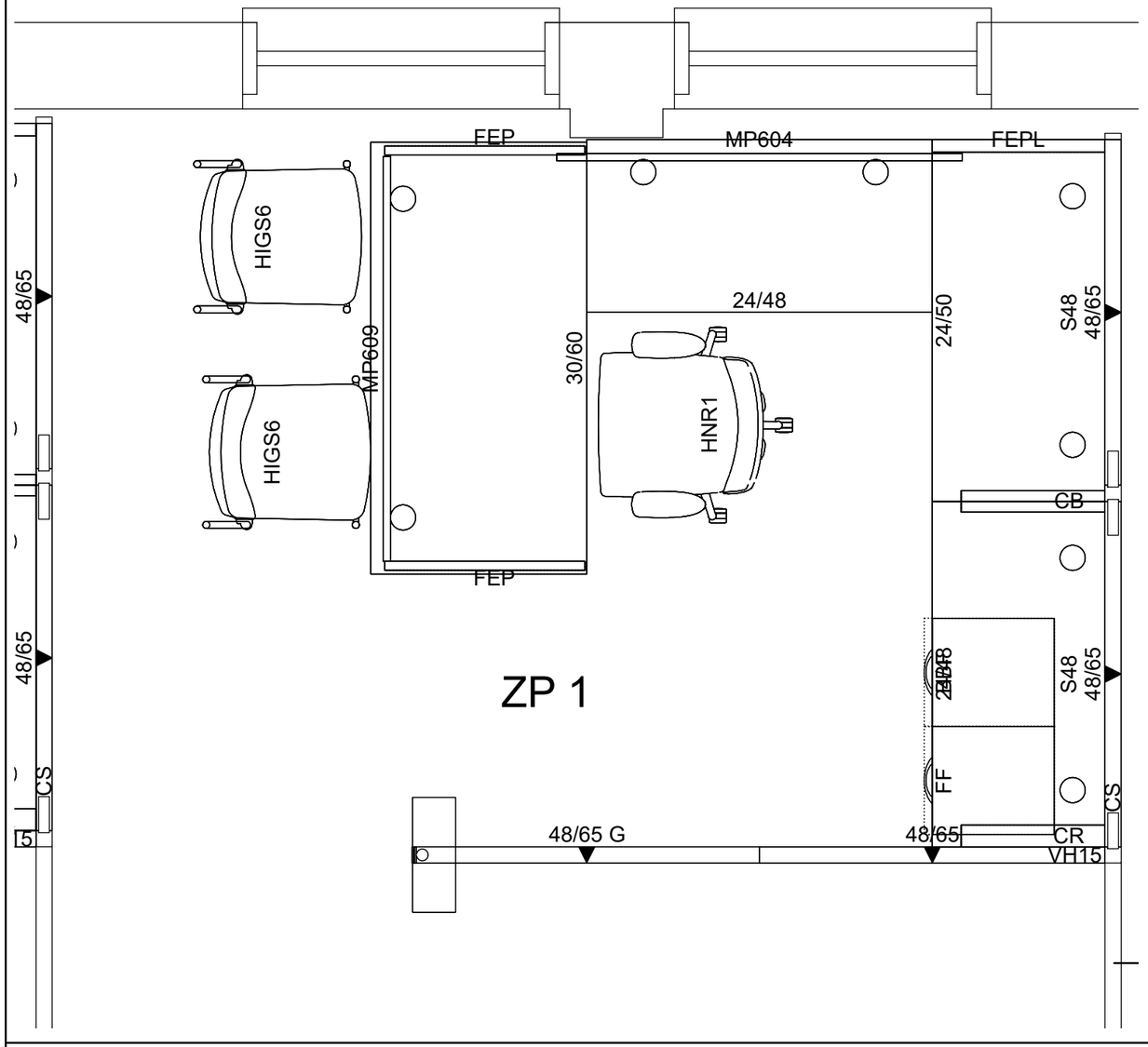
KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
PH1 -ADMIN AREA - ACCELERATE PANELS

Page/Sheet	6/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

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KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA A -U-SHAPE TYPICAL - ABODE DESKING

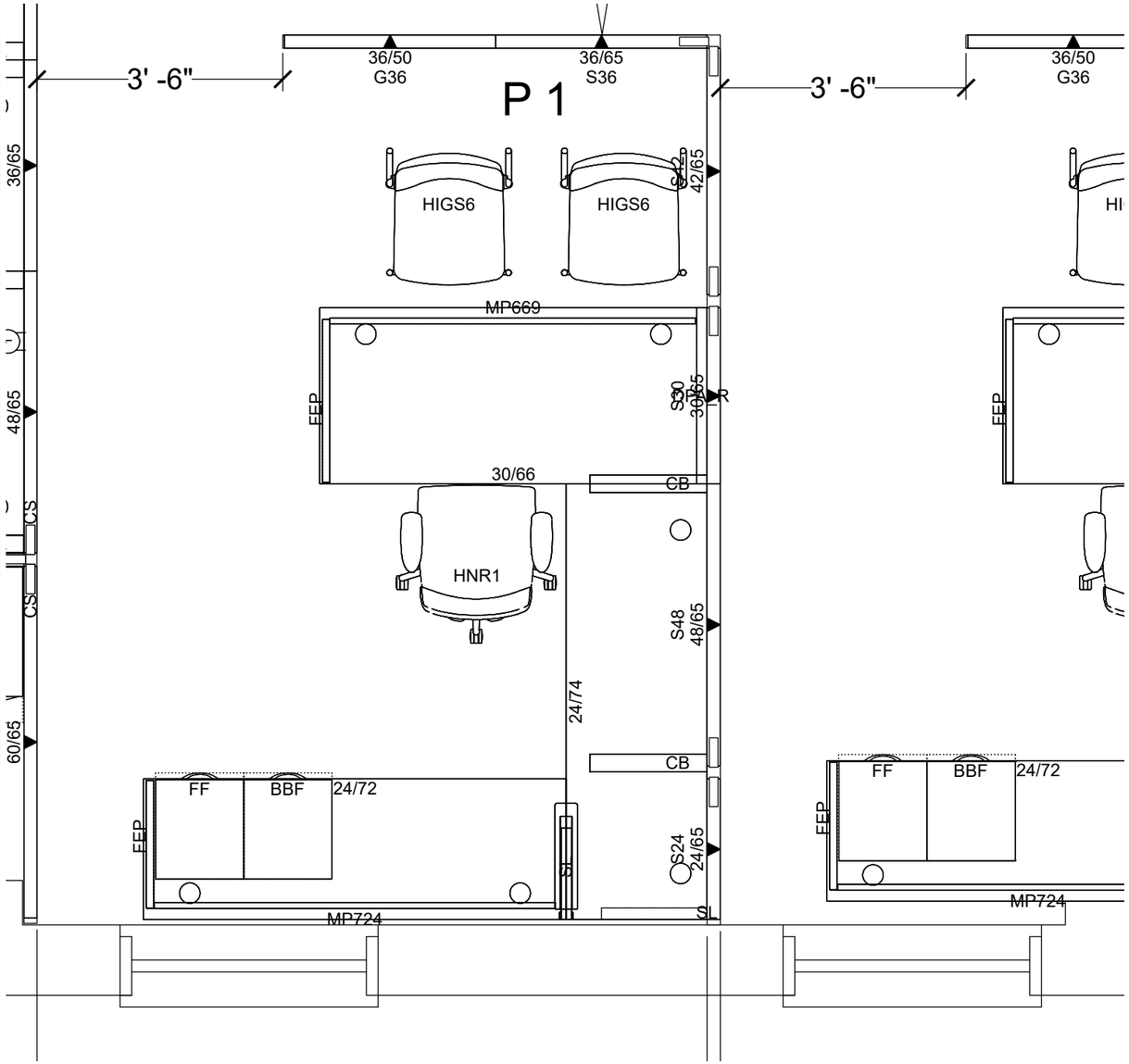
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Page/Sheet	7/11
Account Exec:	GARY DONAR
Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

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KANE COUNTY

BUILDING A, 4TH FL

PLANNING & DEVELOPMENT DEPT

AREA B - U-SHAPE TYPICAL - ABODE DESKING

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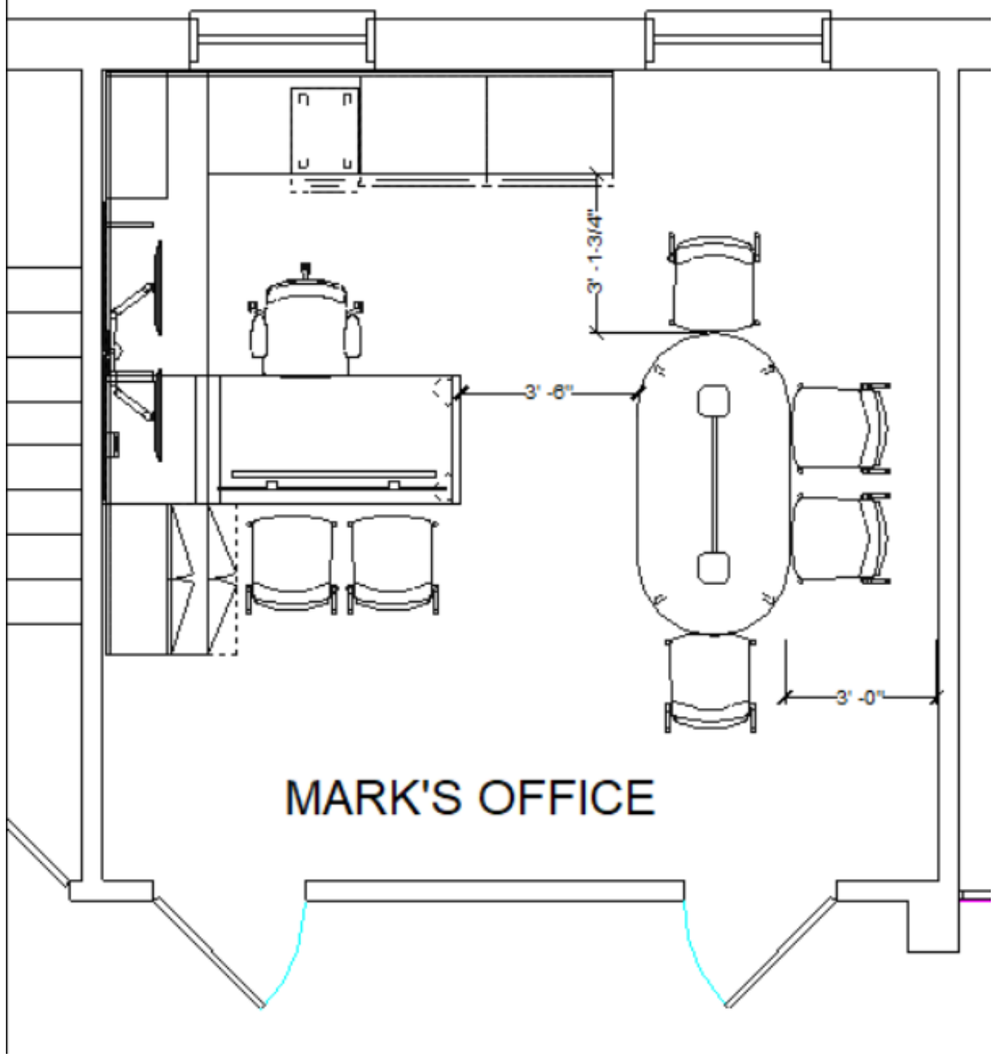
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Designer:	junderwood
Print Date:	7/31/2025

REV	REVISION DESCRIPTION	DWN	DATE
1	revised floor plan per client request	JU	4/18/2025

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KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT - MARK'S OFFICE

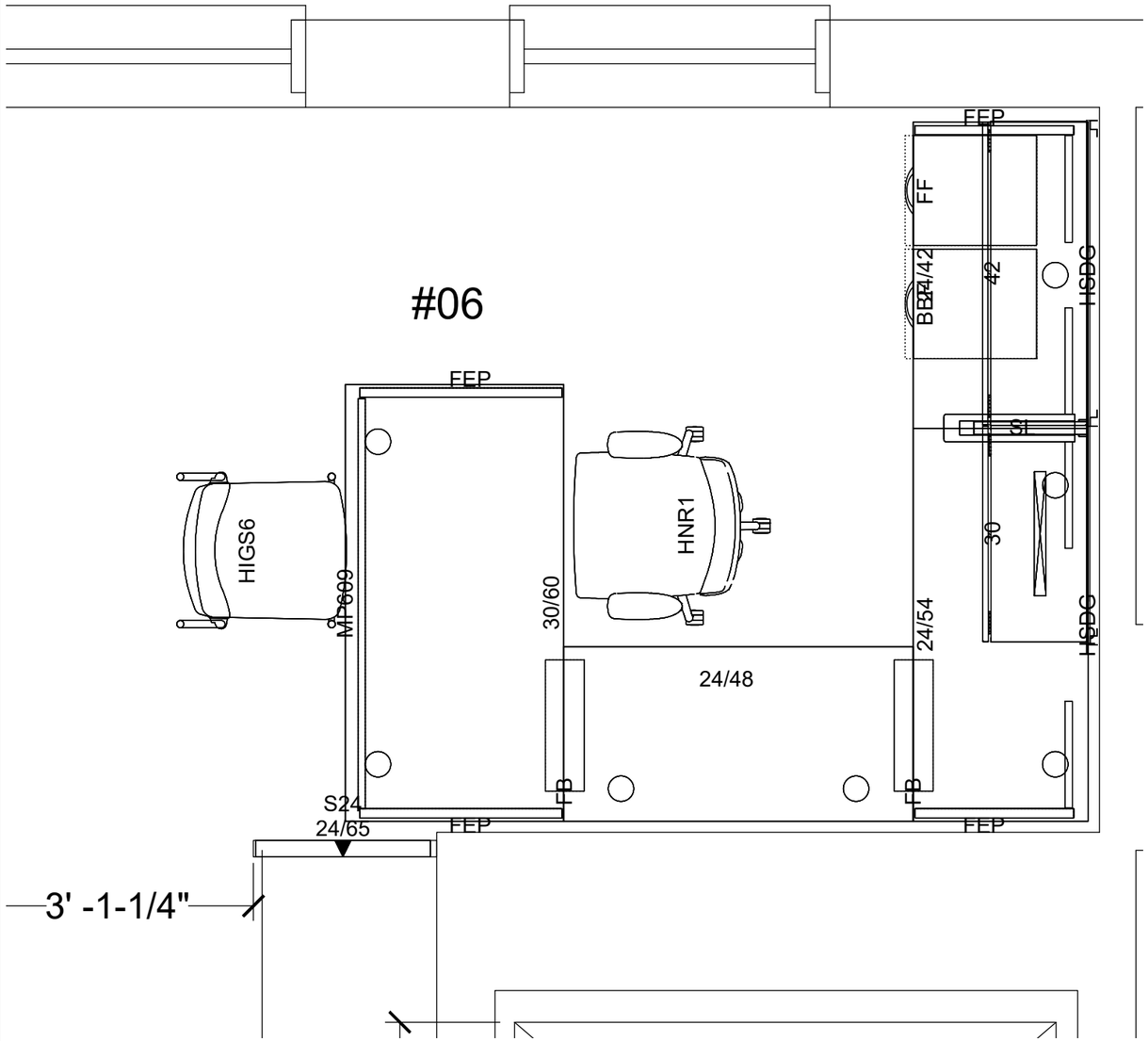
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1	revised floor plan per client request	JU	4/18/2025

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U-SHAPE TYPICAL PLAN: SOME OPTIONS FREESTANDING, SOME PANEL SUPPORTED, OVERHEAD STORAGE OPTIONAL (SHOWN)





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KANE COUNTY
BUILDING A, 4TH FL
PLANNING & DEVELOPMENT DEPT
AREA C ALT -U-SHAPE TYPICAL - ABODE DESKING

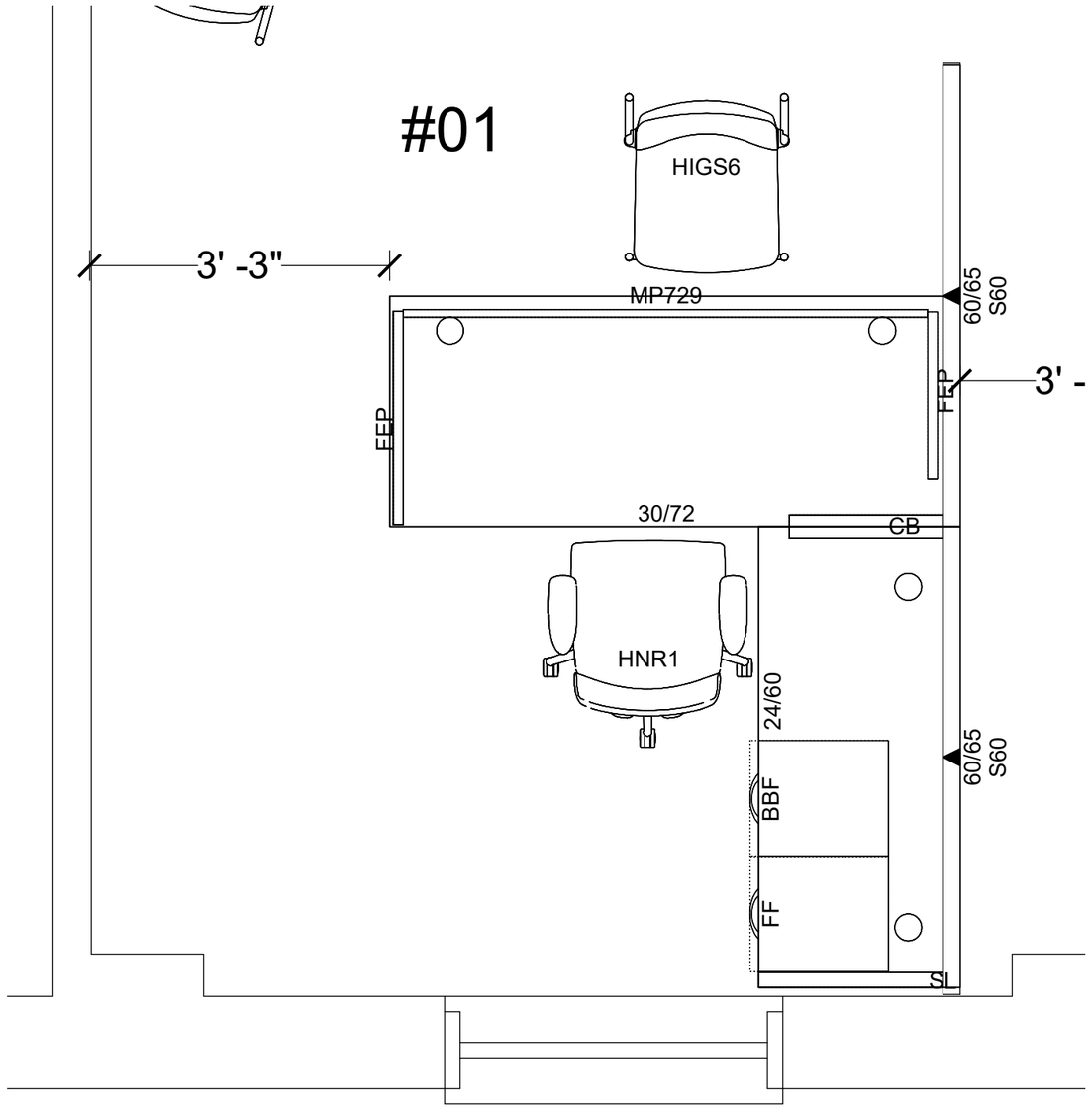
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REV	REVISION DESCRIPTION	DWN	DATE
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L-SHAPE TYPICAL PLAN: SOME OPTIONS FREESTANDING, SOME PANEL SUPPORTED, OVERHEAD STORAGE OPTIONAL (NOT SHOWN)







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Main Phone: 630.850.8700
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KANE COUNTY

BUILDING A, 4TH FL

PLANNING & DEVELOPMENT DEPT

AREA C ALT -L-SHAPE TYPICAL - ABODE DESKING

Page/Sheet	11/11
Account Exec:	GARY DONAR
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Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

Provided To:

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

Install Location:

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

Area A Estimated Total	**$75,671.72**
Area B Estimated Total	**$49,312.93**
Area C ALT Estimated Total	**$50,219.47**
GRAND TOTAL	**$175,204.12**

Proposal Provided By:
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

Provided To:

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

Install Location:

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

AREA A:	**Per Drawings** Waiting Area Admin Area Building Inspector Area Plan Reviewer & Zoning Planners Area	**$58,755.07**

AREA A FURNITURE	**Subtotal**	$58,755.07
Estimated Delivery and Installation		$16,916.65
Area A Estimated Total		**$75,671.72**

Proposal Provided By:
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

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Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
Woodridge, IL 60517
Main Phone: 630.850.8700

Provided To:

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

Install Location:

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

AREA B:	**Per Drawings** Copy & Storage Area Planner Area	**$39,127.04**

AREA B FURNITURE	**Subtotal**	$39,127.04
Estimated Delivery and Installation		$10,185.89
Area B Estimated Total		**$49,312.93**

Proposal Provided By:
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

Proposal

Midwest Office Interiors, Inc.
10330 Argonne Woods Drive-Suite 600
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Main Phone: 630.850.8700

Provided To:

Kane County
Kane County Dev. & Community Services Dept
719 S Batavia Avenue
Geneva, IL 60134
Attn: Mark VanKerkhoff

Install Location:

Kane County, Building A
4th Floor
719 S Batavia Avenue
Geneva, IL 60134

DATE: 8.1.25

AREA C ALT:	**Per Drawings** Small Meeting Room Shared Office RM 402 Shared Office 1 Private Office 3 Director's Office	**$36,707.47**

AREA C ALT FURNITURE	**Subtotal**	$36,707.47
Estimated Delivery and Installation		$13,512.00
Area C ALT Estimated Total		**$50,219.47**

Proposal Provided By:
Gary Donar, Senior Account Executive
gdonar@midwestofficeinc.com

** Estimated Pricing per drawing provided, uses base grade paints and fabrics. Changes to product, layouts, or selections may change pricing. Pricing provided utilizes OMNIA State & Local contract. As a result of new trade policies, a tariff surcharge may apply to this order. All proposals will be reviewed for applicable tariffs prior to order entry. If tariffs were imposed after the original proposal date, a new proposal will be provided for customer approval prior to order placement. This pricing reflects the price increase that went into effect June 13th per the updated OMNIA contract.

OMNIA PARTNERS, PUBLIC SECTOR

May 1, 2025 – December 31, 2027
Contract #R240117

HON

Make your space work®



OMNIA® PARTNERS

THE POWER OF ONE

One call. One vendor. One purchase order. That's what The HON Company and OMNIA Partners, Public Sector deliver. The HON Company designs and manufactures government, education, and workplace furniture including chairs, tables, desks, workstations, and storage. We are a single source for all of your workplace furniture needs, from private offices to training spaces to collaborative areas to archival storage. Headquartered in Iowa, with a distribution network of trusted dealers throughout the US, HON is always around to provide the best possible experience for you and your customers.





BETTER TOGETHER

The OMNIA Partners, Public Sector contract provides the ability to leverage the combined purchasing power of over 45,000 government agencies resulting in a savings of at least 50% on every HON order. Save time. Reduce cost. Minimize hassles. And leverage the buying power of HON and OMNIA Partners, Public Sector today!

There are no fees, minimums, or obligations to participate! To register or for more information, please visit omniapartners.com.

Please contact HON Government Customer Support with any questions.

Phone 800-466-8694
Email GovernmentSupport@hniworkplacefurnishings.com

TIER	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desks, Casegoods and HON Seating	HON Product Limited 5-Year Warranty	Education	HBF Products
1	0-$25,000	64.70%	55.40%	53.30%	55.30%	53.30%	49.00%
2	$25,001-$75,000	65.70%	56.40%	55.00%	56.40%	55.00%	49.00%
3	$75,001-$150,000	67.90%	63.70%	59.60%	58.50%	56.50%	52.00%
4	$150,000 and above	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated

The HON Company
200 Oak Street
Muscatine, IA 52761
800.833.3964 | hon.com

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REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240117

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

THE HON COMPANY LLC

Effective: December 17, 2024

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

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

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

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between The HON Company LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of FURNITURE, INSTALLATION, AND RELATED SERVICES *("the products and services").*

RECITALS

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

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

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

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

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

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

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

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

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	The HON Company LLC
Address	600 East 2nd Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	800-466 -8694
Email Address	contractmanager@honcompany.com
Printed Name	Eric Schroeder
Title	Vice President, Finance - HNI Workplace Furnishings
Authorized signature	

DS Initial

Accepted by Region 4 ESC:

Corrected to 12/31/2027

Contract No. R240117

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

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

Linda Tinnerman
Print Name

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

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.) 8/13/24 Review

The HON - 10/15/24 - Per Region 4 - all Region 4 exceptions approved

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 10. Adding Authorized Distributors/Dealers, P.2	Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	~~Contractor is prohibited from authorizing a~~Additional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time ~~it wishes to add~~ an authorized distributor or dealer is added to their dedicated website. Purchase orders and payment ~~can only~~ may be made to the Contractor or authorized dealer ~~unless otherwise approved by Region 4 ESC~~. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	New

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non-Performance or Contractor Deficiency, P.2-3	Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	New
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order and Contractor will be compensated for work in progress.	New
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Similar to current language

Appendix A, Section 28 Stored Materials, P.6	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance~~.	Similar to current language
Appendix A, Section 30 Indemnity, P.6	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent caused by ~~arising out of or resulting from~~ the negligent actions or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	New

Exhibit A, Section 1.1 Requirement, P.31	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state.	New
Exhibit A, Section 2.2 Pricing Commitment, P.34	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~ Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions.	Similar to current language

Exhibit B, Section 13 Administrative Fee Reporting, P.44	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 15~~0~~th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.	OMNIA Partners will discuss with HON - OK allows for more time to report/pay
Exhibit B, Section 14 Administrative Fee Payment, P.44	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners within 30 days of calendar month end, ~~at the frequency and on the due date stated in Section 13, above,~~ for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	OMNIA Partners will discuss with HON OK allow more time

Exhibit F, Federal Funds Certifications, Overview P.53	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	Acknowledged of Exhibit F, HON as completed the Exhibit F documents as part of the response
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.	The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60	When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.	When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Energy Policy and Conservation Act, P.60	When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).	When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.60	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify whether its individual products comply to ~~with all~~ applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, (1) P.60	The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.60	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.61	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.62	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	

Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	
Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.	Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and as applicable.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.66	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement.	

Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, 3. Equal Employment Opportunity, Item 8, P.68	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract ~~or purchase order~~ unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, Sign-Off, P.81	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable.	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation~~.~~, as applicable.	

24-01 Addendum 6
The HON Company LLC
Supplier Response

Event Information

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

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

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

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

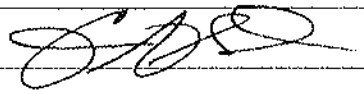
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	The HON Company LLC
Address	600 East 2nd Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	800-466-8694
Email Address	contractmanager@honcompany.com
Printed Name	Eric Schroeder
Title	Vice President, Finance - HNI Workplace Furnishings
Authorized signature	

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

The HON Company LLC Information

Contact: Christine McCormick
Address: 600 E 2nd Street
Muscatine, IA 52761
Phone: (800) 466-8694
Email: contractmanager@honcompany.com
Web Address: www.hon.com

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

Eric Schroeder
Signature

contractmanager@honcompany.com
Email

Submitted at 6/10/2024 11:47:58 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT SIGNATURE FORM_HON.pdf

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

Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms Conditions Acceptance Form.pdf

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

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

Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

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

OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds Redlined_HON.pdf

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

Value Add

Attribute 52_Value Add_HON 632024.pdf

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

Antitrust Certification Statements

Antitrust Certification Statements_HON.pdf

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

Certificate of Interested Parties (Form 1295)

Certificate of Interested Parties (Form 1295)_HON.pdf

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

Diversity Program Certifications

No response

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

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

FEIN and Dunn & Bradstreet report_HON.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Pricers_HON HBF.zip

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

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

No response

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

Historically Underutilized Business (HUB) Certification

No response

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

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form_HON.pdf

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

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

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

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds Redlined_HON.pdf

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

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA Partners - Exhibit G New Jersey Business Compliance_HON.pdf

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

Response Attachments

Attribute 12_Warranty_HON HBF.pdf

Warranty

Attribute 47_Authorized Distributors Dealers Listing_HON.pdf

Authorized Distributors Dealers Listing

HNI_2022_CSR_Report.pdf

HNI 2022 CSR Report

HON COI.pdf

HON Certificate of Insurance

HON Cover Letter.pdf

HON Cover Letter

Products and Pricing_HON Discount Matrix.pdf

HON Discount Matrix

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 List the category or categories you are offering.

HON and HBF are proposing their complete catalog of products and services including, but not limited to, the following categories: Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems; Storage and Equipment; Cafeteria Furniture; Learning Spaces Furniture; Educational Office Furniture; Related and Ancillary Products, Accessories, and Solutions; and Services and Support Solutions

7 Furniture Offerings

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

Our proposal includes access to all new HON and HBF products and accessories; these products are offered based upon a discount off of list pricing. If you're interested in purchasing parts for our products, our Customer Support or an approved authorized dealer can provide pricing and support. Used furniture, trade-ins, leasing/financing options, service and repairs not covered by our warranty are not offered by The HON Company. Our authorized dealers may provide a quote a case-by-case basis, however these offerings will not be included as part of our contract offering.

8 Minimum Quantities

Describe any minimums quantities.

There are no minimum quantity requirements for the OMNIA Region 4 contract. We offer an attractive discount structure which provides higher discounts based upon the list size of the order, including a negotiated tier for large projects.

9 Custom or special orders

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

HON offers a wide array of product choices from tables to seating to systems components.? However, in the instance you cannot find a solution that works for your project, we offer the option to customize our standard products.??Pricing for our customized products is dependent upon the modification requested; list pricing for the custom item will be provided at time of request on a case-by-case basis. Customized list prices are not included in our standard list pricer. ? HNI and HON are well versed in creating solutions to meet a customer's specific needs. Approximately 85% of our large projects contain customs that range from fabrics and finishes to the use of new materials, or alterations to existing products, or the creation of new solutions. We have a dedicated Tailored Products Group (TPG) who works closely with our sales team and customers to confirm the quality and safety of our customized products. Our Close the Deal (CTD) team physically mocks-up a sample of commonly large orders and significant specials, allowing us to evaluate the custom product itself and in the context of its eventual environment to ensure it meets all requirements.? Custom product for large jobs is essentially a single customer standard. All prints and bills of material are executed at the same level as a standard product. Once they are initially completed, they flow seamlessly thereafter. Our TPG team meets daily with Operations and Supply Chain to ensure the custom requests in house advance as planned, and to review new requests to make sure the entire team is prepared and committed.? We offer an ability to deliver tailored product solutions in a seamless manner. Because HON manufactures our special applications products in-house, we have much better control of quality, cost, lead times, and warranty than other manufacturers. It's the best of both worlds: the responsiveness of a custom shop, with the resources of a large manufacturer.? Specials may include:? • Custom sizes? • Special laminate requests – fulfilling requests for laminates not available in our standard offering • Special paint finishes – assisting with requests for competitor's paint colors • Special fabric applications – accommodating requests for products with more than two fabrics • And MORE!? Please contact your dealer partner or salesperson, to start the custom process.?If the special is approved, a list price will be provided, and it will be assigned a "SPL" model number to manage the product through the order process.

10 Describe ordering methods, tracking, and reporting.

HON will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery, and services to our mutual customers. Summary of the ordering process: contact an authorized dealer, who will provide a detailed quote and instructions on how to create a PO; send the completed PO to the authorized dealer, who will review your order for accuracy and submit it directly to HON; HON and our authorized dealer, will work through delivery, installation, and issue resolution. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

11 Shipping Costs

Describe any shipping charges.

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

Deliveries shall be freight prepaid, FOB Destination and will be included in all pricing offered unless otherwise stated in writing. ? Dock delivery is included in our offered discounts and requires purchaser to off-load the shipment. Delivery location must have a dock and proper 53' trailer clearance. ? Inside delivery includes the authorized dealer off-loading the product into the facility. ? Deliver and Install includes receipt, inspections, and assembly of items delivered to specified areas of the facility by the authorized dealer. Additional charges will apply for inside delivery and installation which will be quoted on a project-by-project basis.

12 **Warranty Pricing**

Provide pricing for warranties on all products and services.

HON products are backed by the industry-leading HON Full Lifetime Warranty at no additional cost to the customer. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty. Please view Attribute 12_Warranty attachment for a printed version.

13 **Describe any return or restocking fees.**

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process. Most HON and HBF products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON or HBF will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance.

14 **Discounts or Rebates**

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

Not all needs are the same, from a single project to outfitting multiple buildings of office furniture, HON is willing to work with our customers to create a tailored product and pricing solution. Below are some typical examples of the added ways HON can support our customer's procurement requirement needs. These incentives are negotiated on a per opportunity basis: • Additional pricing incentives for sole source agreements, committed volume, bulk buys and product standardization. • As noted above, we also offer negotiable pricing on individual projects based upon total list order size.

15 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance. For example, our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and the Contract Summary Document. Please view Attribute #82 for more information about ensuring accurate contract pricing.

16 **Payment Methods**

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

Payments can be made to The HON Company via check, credit card, EFT, ACH, or wire transfer. For payments by credit card, please contact our Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will submit a request for approval from Region 4 ESC prior to implementation.

17 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.

Pricing adjustments are generally requested on an annual basis after HON has announced the nationwide increase. Certain economic factors could warrant the need for a more frequent request. We will submit the proposed price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will standard discounting to Region 4 and OMNIA Partners change during the term of the contract, unless the change results in more favorable pricing for the end customer. Price increases will be proposed to list price only and will generally be based upon supplier and material cost increases.

18 **Future Product Introductions**

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

Our product development efforts create end-user solutions that are relevant, differentiated, and focused on quality, aesthetics, style, sustainable design, and reducing manufacturing costs. We also continuously improve and enhance existing products through ergonomic research, improved manufacturing processes, alternative materials, and engineering support and training in each of our operating units. New products are generally introduced quarterly and will be priced similarly to like products within a product category. For instance, new task seating products will receive the same discount as current task seating products on contract. If, for some reason, new products do not adequately align with current categories, we will submit our new products for consideration with an explanation as to why they do not meet the current criteria. HON will follow the requirements of the contract for new product introductions.

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

In the effort to keep HNI products out of the landfill, even after years of regular use, our company is actively researching ways to give our products a second life. To this end, we have partnered with Asset Network for Education Worldwide® (ANEW ®), a non-profit founded in 2004 to repurpose used office furnishings. Through HNI's partnership with ANEW®, customers can repurpose their products, support local and national organizations, and reduce waste. Many of our dealers have Furniture Take Back, Pre-Owned Furniture, and Decommissions Programs to help with these efforts and support their local communities, such as donating furniture to local organizations. Additionally, we provide disassembly diagrams and environmental data sheets for our products. These documents detail information on product materials and recyclability. They are intended to inform and support our customers on how to effectively recycle our products at the end of their useful life.

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

Product loaner programs are not available at this time. Should we introduce this as an option in the future, we will work with OMNIA to understand if it is mutually beneficial to this service to our contract.

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

The HON Company, utilizing our authorized dealer partners, has decades of experience servicing public sector agencies. Prevailing wage and Davis-Bacon Act requirements are familiar provisions found in many of HON's public sector contracts. HON monitors and maintains contract compliance with applicable federal and state regulations. Since authorized dealers perform or facilitate services on behalf of HON, we flow down prevailing wage and Davis-Bacon Act contract requirements to our authorized dealers and require each to certify compliance with such provisions prior to receiving authorization to service HON's public sector contract.

22 **Not to Exceed Pricing**

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

23	**Special Offers/Promotions** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
24	**Federal Funding Pricing** Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. ☑ Agree ☐ Disagree
25	**Appendix D, Exhibit A, OMNIA Partners Response for National Contract** Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
26	**Appendix D, Exhibit B, OMNIA Partners Administration Agreement** The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
27	**Appendix D, Exhibits F and G** Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
28	**Emergency Orders** Describe how Offeror responds to emergency orders. We make our best effort to meet the requested dates of our customers within our standard lead times for the products being rush ordered. There is a non-discountable 3.5% list up-charge if a date earlier than our standard lead times is required. If the emergency or rush delivery is a result of a dealer error or The HON Company's error such as shortage, damage, etc. HON will make every effort to expedite the product at no cost to the OMNIA Partner member. When you work with HON, you work with specialists in all areas, including customer support, order management, and production scheduling. These individuals form a tightly integrated team to ensure everything possible is done so that you receive your complete order on time. The HON team will leverage our multiple production facilities across the United States and extensive distribution network to provide the best possible outcome for each emergency order.
29	**What is Offeror's average Fill Rate?** For HNI and HON , fill rate equates to lead time. Our Compass software allows dealers to create quick and accurate quotes that immediately provide them with estimated lead times. Should a product have extended lead times, our authorized dealer will work with the customer to provide alternative solutions rapidly. On average, our lead times range from 4-6 weeks, at times as fast as 3 weeks. Our promise to deliver durable, reliable products efficiently and quickly remains intact. Like most manufacturers, our business has been impacted by the market dynamics effecting demand, supply chain and logistics, and labor. HNI has developed and deployed a strategic response plan to address these dynamics and mitigate the impact to our valued clients.

30 What is Offeror's average on time delivery rate?

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

We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries. Transit times and conditions vary based on size, distance and final destinations. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

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

The HON and HNI delivery model is unequaled for on-time delivery performance using a measurement called Complete and On-time (COT) to assess delivery performance. Our COT is tracked on a daily basis in all of our manufacturing facilities. The industry standard for on-time performance is to be measured in weekly increments however, this type of approach overlooks daily performance failures and disguises the true impact on the client. At HON, we calculate COT by dividing units produced by units scheduled to get a daily score. Examples of these metrics are below: Measuring COT for Production: Units produced divided by units scheduled equals percent complete. Distribution COT: Orders shipped divided by orders dispatched by hour equals percent COT. We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries.

32 Describe Offeror's return and restocking policy.

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process. Most HON and HBF products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON or HBF will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance.

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

Please reference our complete warranty information on https://www.hon.com/warranty or in the attachment Attribute 12_Warranty. After the project is completed, in the event of a warranty issue, our authorized dealers will continue to provide support to our customers. The warranty process begins with the authorized dealer using our Quick Claim Tool. The dealer will enter the required information into the Quick Claim Tool, which creates a work order for the warranty issue at hand. Once this work order is approved, HON will work with the manufacturing and other necessary teams to quickly find a resolution to the issue. After reviewing the information, a decision will be made to resolve the issue by sending replacement parts or full replacement of the product. Customer Support will notify the dealer of the resolution plan and any additional information (including order numbers).

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

Our Customer Service team can provide sales, product information, and warranty services between the hours of 8:00 am and 5:00 pm CST, Monday through Friday. In addition, we accept emails and orders 24 hours a day and commit to respond to all inquiries within 8 hours of receipt during normal business hours, striving for complete resolution in 48 hours or less. General inquiries and warranty claims are processed by a team of service professionals following a 'Quick Claim' process. Orders greater than $500K list are assigned to a project coordinator to streamline order entry, align production and delivery schedules based on your requirements, and monitor for speedy punch resolution. The dedicated project coordinator maintains close contact with the servicing dealer from the time of award until completion, supporting the planned installation timeline. If an issue is unresolved in a timely manner, we involve our CS leadership team to get resolution.

35	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Invoices are created and released at the time of order shipment with payment terms of Net 30 days. Agencies and dealers both have the capability to monitor and pay invoices within HON's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices. There are no additional fees when using a credit card/p-card for payment. Please note that payment terms and acceptable methods of payment can be found in Attribute 16.

36	**Transition Plan**

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

Within 30 days of the award, The HON Company will: • Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. • At OMNIA Partners direction, we will announce the award of the contract through any and all social channels, as well as company website • Design, publish, and distribute co-branded marketing materials • Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns. Within 60 days of the award, The HON Company will: • Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement. • Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by HON. In addition, HON commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. • Design and publish advertising pieces in national and regional trade publications where applicable • Meet with authorized dealers within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: annual sales volume commitment for the OMNIA Partners contract, organization commitment outlining the number of sales representatives the dealership will have accountable for their OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners marketing material distribution plans, and product presentations. Within 90 days of the award, The HON Company will: • Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members • Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract: • Discuss authorized users of the contract, pricing and service requirements, etc. • Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract • Understand how we can help them meet or exceed their purchasing requirements • Schedule OMNIA Partners joint marketing events with HON Dealers and OMNIA Partners. • Encourage our HON dealers to join and participate in professional associations and organizations that include OMNIA Partners and volunteer to speak at various organizations that have an interest in HON product, services and solutions.

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

HON is a wholly owned subsidiary of HNI Corporation; it is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation had the following revenues for the past 3 years: 2023 $2,434,000,000 2022 $2,361,800,000 2021 $2,246,947,000 In fiscal 2023, HNI Corporation had net sales of $2.4 billion, of which $1.7 billion was attributable to the workplace furnishings portion of our business. HNI Corporation has a financial rating of 5A2 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

38	**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**
	https://www.hon.com/industry/government/omnia-partners. This website provides access to the most current price list, discount matrix, contract requirements, and ordering contact information to assist agencies in finding information quickly and is accessible without a login or password. Multiple resources are available for download on our dedicated OMNIA website including; how to order information, government look-book, HON-OMNIA digital lookbook, HON-OMNIA education lookbook, authorized dealer list, and HON NOW (quickship) program overview. We also provide digital tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos.
39	**Describe the Offeror's safety record.**
	In 2022, HNI set ergonomic goals for manufacturing for the first time in company history. Members are empowered to recognize ergonomic hazards, identify early warning signs of work stress, and apply principles of prevention from product development through product manufacturing and product delivery. HNI members consistently work safer than the industry average. With our insistence that members report all concerns, including strain/sprain discomfort, our Restricted Duty Incident Rate is higher than the industry average but has resulted in a significantly lower Recordable Lost Time Incident Rate. Current HNI Workplace Furnishings rates: • 12-month OSHA Recordable Incident Rate 2.72 • 12-month OSHA Restricted Duty Rate 1.48 • 12-month OSHA Recordable Lost Time Incident Rate 0.47
40	**Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?**
	We continue to build on our strong foundation and launch new initiatives to lead HNI into the future. These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products. Our CSR report is updated every two years and can be viewed publicly on HNICorp.com. Additionally, ad-hoc environmental reporting and reviews can be provided upon agency's request. Please review attribute 63, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.
41	**Describe any social diversity initiatives.**
	HNI and HON are dedicated to fostering an inclusive workplace through HNI Belong, a broad-ranging strategy deeply rooted in our culture of fairness, respect, integrity, trust, transparency, and collaboration. Our commitment to HNI Belong and Diversity, Equity, and Inclusion (DEI) reflects HNI's core belief in creating a community for everyone where we value using each other's differences in experiences and ideas to solve problems and better serve our customers. HNI Belong focuses on three key areas: Leadership Commitment and Alignment, Diverse Talent, and Inclusive Workplace and Member Engagement. Please review attribute 64, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.
42	**Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.**
	Successful adoption relies on unified teams working together to ensure clear understanding of intent, expectations, and desired outcome of new policy, process and or procedure. Our sales team, customer support team, and dealer partners, have extensive experience working with the OMNIA Partners contract. When OMNIA adopts a new policy, process, or procedure, our compliance team ensures understanding, our learning & development team aligns terminology to the culture and determine the correct training methodology while our leaders and sales members disseminate this information to our internal teams as well as our dealer partners through various means such as training sessions, marketing materials, and sales resources. Furthermore, we ensure that the dedicated OMNIA website, accessible to our sales members, Government Customer Support Team, and dealer partners, is regularly updated with the latest information.

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

The HON Company is headquartered in Muscatine, Iowa and was incorporated in 1944 as Home-O-Nize. Eventually we began using the acronym HON that people know today. In addition to our Muscatine manufacturing facilities, we also have manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal dealer partners. Today, HNI Corporation manages multiple office furniture brands - including Allsteel, Gunlocke, HBF, and HON. HON has a wide breadth of education and workplace furniture including seating, storage, workstations, tables and casegoods. The 70-year success of HON and HNI has grown the corporation to over $2 billion in annual sales and to become a leader in the office furniture industry.

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

HON is a trusted leader and a highly recognized name in the office furniture industry. We've earned the respect of our partners, customers, suppliers, and community but also the recognition of several business, industry, and design publications - manufacturing and distribution awards. We take pride in crafting office furniture with quality and style. Our breadth of products reflects a keen understanding of the workplace. This is why our product innovations are strongly focused on responding to the needs of our customers. HON has a team ready to listen and understand our end users' specifications to create the best solutions. We strive for flawless execution and have the capacity to support hundreds of trucks daily, shipped nationally and internationally. For over half a century, our core values of honesty, integrity, fairness, and respect have been foundational to our enduring relationships. Our culture of continuous improvement drives us in all aspects of our business.

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

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. HON products are backed by the industry-leading HON Full Lifetime Warranty. HON has received numerous product awards over the years including Wirecutter's Most Popular Picks of May 2023 and Forbes Vetted: Best Office Chair for Ignition 2.0. People's Choice Best Furniture & Design product for Flexion, and Interior Design 2023 Best of Year Awards for Confetti in the Educational Furniture category. In addition, in 2024 HNI Corporation was named as One of the Best Companies to Work For as well as being listed as #31 of 500 of America's Most Responsible Companies.

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

Ric Andersen - VP and GM, Sales and Service. Ric directs all nationwide commercial contract business for The HON Company. Ric has held executive sales leadership roles within The HON Company's parent and sister companies; led national, international, and multinational teams in B2B and B2C environments. Misael Munoz Director, Regional Sales Public Sector. Misael develops and executes sales strategies tailored to government and education sectors and collaborates with cross-functional teams to ensure alignment with our go-to market and client expectations. Christine McCormick, Public Sector Senior Contract Analyst. Christine will serve as the main contact for the Contracting Administration. With over 23 years of experience in the office furniture industry, she is a highly skilled and knowledgeable contract analyst with previous roles at HNI in Sales Operations and Customer Support. Christine is responsible for overseeing the public sector and local government contracts.

47 **Authorized Distributors/Dealers Listing**

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

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

Please view attachment Attribute 47_Authorized Distributors Dealers Listing for our list of authorized dealers. The HON Company is proposing to add dealers without prior written approval from Region 4. We are committed to keeping an updated dealer list on our dedicated website and notifying Region 4 and OMNIA when any adjustments occur.

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

The HON Company is a leading designer and manufacturer of workplace and classroom furniture for the government, public sector and non-profits. Since 1982, HON has been a leading federal contractor of office furniture. HON was awarded the OMNIA Partners contract in April 2010, formerly TCPN, and we have seen double digit growth every year. In 2014, OMNIA Partners became HON's lead nationwide public sector cooperative contract that is offered in all 50 states. We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. Our dedicated Government Customer Support team has a solid foundation of government order knowledge and is available to both our Government end customers and dealers. Our nationwide network of dealers works directly with The HON Company and our end customers to manage an order from time of quote until delivery, inspection and acceptance.

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

HON is a wholly owned subsidiary of the HNI Corporation which is a fortune 1,000 company. HNI is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

50 **References**

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

Cypress Fairbanks School District | Houston, TX | Debbie Garcia | (832) 904-1793 | deborah.garcia@cfisd.net | 97 Schools in Cypress Fairbanks School District - Cypress Fairbanks District in Houston, Texas had a bond passed in 2019 to build or renovate 71 schools in Harris County since 2019 with $15.5 million. The HON Company has provided furniture to many of these bond projects but most notable, Sprague middle school in 2023 resulting in $1.9 million list award providing students with furniture that meets the needs of 21st century learning. Upcoming projects include Sampson, Tibbs, Post, and 8 other elementary school projects for summer 2024 install. Cypress Fairbanks School District has 61 elementary schools, 21 junior high schools and 15 high schools and is the third largest school district in the state of Texas. NOLA Education | New Orleans, LA | Kyle Clark | 504-250-3461| kclark@nolaed.edu | NOLA Education, a private company, leads an academic program in public schools across the United States, dedicated to enhancing the academic performance of underperforming students. Since 2020, The HON Company has successfully managed projects exceeding $10 million list in value for NOLA Education in various schools nationwide. Our commitment to fostering premier learning environments is reflected in our high-quality furniture solutions, designed to enhance educational experiences for both teachers and students. We recently received an additional order of $1.7 million list for several schools in the Midwest, further cementing our partnership and shared dedication to educational excellence. County of York Pennsylvania | York, PA | James D. Runshaw Director of Facilities | 28 East Market St. York PA 17401 | 717.324.5395 | JDRunshaw@YorkCountyPA.gov | Multiple County and City Projects – The HON Company has been a standard for the County of York for the past 24 years servicing nine of their county building for all furniture needs. The County of York services 440,000 people and is known for their big city amenities, with small town charm. HON has provided workstations, freestanding furniture, seating, tables, and storage. York County history runs deep, since 1794, and has played a large part in American heritage. York is one of the fastest growing counties in Pennsylvania. Des Moines Public Schools | Des Moines, IA | Jamie Wilkerson | 515-242-7700 | james.wilkerson@dmschools.org | Des Moines Public Schools is the largest school district in Iowa with having 71 facility buildings district wide. Since 2013, HON has processed $10M+ list worth of projects at these various facilities as they look to improve their schools and facilities. We (HON) are continuously cultivating premier learning environments and will soon be adding an additional focus specifically around furniture needs for the teachers as Des Moines Public Schools is looking to retain and attract the top talent of educators. Jackson Elementary School is the most recent project that will be installing this summer ('24) of around $400K list.

51	**Value Add** Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Please see our Value Add Attachment uploaded to Attribute #52 for additional enhancements that HON has to offer, including ? HON NOW, ? 2-day customized seating options, ? Textile Innovations, ? Product Configurators, etc...
52	**Value Add** Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.
53	**Competitive Range** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
54	**Past Performance** An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
55	**Additional Investigations** Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.
56	**Supplier Response** Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

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

Guided by timeless values, a culture of membership, and a commitment to service, The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits. The HON Company began when founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T, Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". Following a severe steel shortage after the war, the Home-O-Nize focus shifted from the home market to the contract business. The company survived the steel shortage by designing products that could be made from leftover scrap metal. Because the name Home-O-Nize no longer fit the company's business focus, we began using the acronym H-O-N which later became HON. We officially became HON Industries in the 1960's. Today, HNI Corporation manages multiple office furniture brands — including HON, Allsteel, Gunlocke, and HBF. But it all started with HON, and we're still the largest operating company under HNI. A lot of people perceive premium design as synonymous with high prices. But that's a concept we flat-out reject. Why should a chair made with quality materials and thoughtful craftsmanship only be available to a certain set of customers? It's a question that's driven our company since 1947, when the first HON office furniture was released. And it still does today. We use our expertise in industrial design, product modeling and scalable production to create modern, quality office furniture that's available for everyone—not just huge corporations with limitless budgets. For 75 years, we've advocated for a design process focused on efficiency and scalability—a process we continue to refine to deliver award-winning workplace and educational solutions at affordable prices. Today, our designs encourage organizations everywhere to provide the workplace amenities their employees expect while fostering productivity, focus, and collaboration. Since 1982, HON has been a leading federal contractor of office furniture. HON was awarded the OMNIA Partners contract in April 2010, formerly TCPN, and we have seen double digit growth every year. In 2014, OMNIA Partners became HON's lead nationwide public sector cooperative contract that is offered in all 50 states. References noted in Attribute 50 provides additional details on our experience providing similar products and services to our customers.

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

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1

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

Headquartered in Muscatine, Iowa, The HON Company has manufacturing facilities strategically located throughout the United States and markets its products through a nationwide network of loyal dealers and retailers. HON Corporate Address: The HON Company 600 East 2nd Street, Muscatine, IA 52761 HON has resource centers located in the following markets for use by customers: Muscatine, IA New York, NY Washington, DC HON understands that our government, public sector, and non-profit customers often have their own unique set of needs. Our dedicated Government Customer Support team. is located in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at 800.466.8694 or e-mail GovernmentSupport@hniworkplacefurnishings.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST to ensure support of all time zones.

60	**Annual sales for the three previous fiscal years.**

$2,434,000,000

61	**Annual sales for the three previous fiscal years.**

$2,361,800,000

62	**Annual sales for the three previous fiscal years.**

$2,246,947,000

63 **Describe any green or environmental initiatives or policies.**

HNI's corporate social responsibility mission drives us to respect people, reduce our impacts, and redefine tomorrow by fostering transparency and empowering our members to do and be better. In 2020, HNI developed our first carbon emission reduction targets that were approved by the Science Based Targets initiative (SBTi). These targets are in line with the GHG reductions required to meet the Paris Agreement goal of keeping global warming below 1.5 degrees Celsius. HNI is working to reduce absolute combined Scope 1 and 2 GHG emissions 35% by 2025 from 2018 baseline and reduce Scope 3 GHG emissions 40% per ton of products sold by 2035 using innovative product life cycle assessments. Since 2020, HNI has sourced 100% renewable electricity for global operations. Since 2018, we reduced combined Scope 1 and 2 GHG emissions by 64%. HNI joined RE100, a global corporate leadership initiative led by the Climate Group in partnership with CDP. As a member, HNI pledged to source 100% renewable electricity annually by 2030, which we met in 2020 and will continue to meet annually. We were recognized as one of the EPA Green Power Partnership's National Top 100 green power users for our efforts. Our goal is to cut our energy intensity by 50% by 2035. In our 2022 baseline energy audit, we discovered that our intensity has risen since 2018, and our total energy usage has declined. Absolute energy has decreased almost 8% from 2018. By 2030, HNI aims to achieve zero waste to landfill for all facilities. We diverted over 70,000 tons of waste from the landfill in 2021 and 2022. The majority of HNI waste (63%) is now recycled or diverted from the landfill. The solid waste produced in our facilities (37%) goes to the landfill. Since 2018, our total water consumption has decreased by 30%. We design products to be repairable by providing replaceable parts, and we educate our customers, dealers, and installers on ways to fix or retrofit products to make them last longer. Our products meet or exceed industry performance standards, which typically represent a 10-year lifespan. When our products do finally reach the end of their useful lives, we want to see component materials recycled locally and kept out of landfills. We provide environmental data sheets and disassembly diagrams to our customers, which detail the materials used in the products and provide guidance on which components can be recycled. As of 2022, we have 34 Environmental Product Declarations and plan to continue this work annually. By 2025, we are aiming to understand the chemical constituents down to 100 parts per million (ppm) for 100% of our materials by spend across the portfolio. Our packaging is the first point of contact between customers and our products. HNI is focused on eliminating all non-recyclable packaging materials by 2025, including eliminating Styrofoam. As of the end of 2022, our HNI Workplace Furnishings division omitted nearly 3.2 million parts of EPS from product packaging and achieved over 46% reduction. Our product development teams continue to identify packaging solutions, and in the process, have found several types of non-recyclable foam beyond EPS that are used in our product packaging. In several cases, we have been able to replace the non-recyclable foam with recycled corrugated cardboard, and we are continuing to research alternative materials. This requires engineering design and testing to ensure uncompromised product delivery and quality. Please review the attached HNI 2022 CSR Report or visit https://www.hnicorp.com/social-responsibility for more information. HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

64 **Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

HNI comprises the brands of Allsteel, Gunlocke, HBF, and HON. HNI maintains various levels of supplier diversity, for both direct and indirect supply chain requirements. At HNI, we recognize the value of offering opportunities to small, minority, woman-owned, SDVOB, HUB, HubZone and other historically disadvantaged businesses that meet our primary objective of unrivaled product quality. HNI actively evaluates global supply sources and their abilities to offer total cost reduction, without sacrifice to our primary objective of supreme product quality. Our philosophy is to select trading partners based on capabilities and essential business criteria. HNI and HON plan to maximize MWBE participation in the OMNIA Region 4 contract by partnering with our local trade partner for services such as project management, design, delivery, installation, and service after the sale. We are confident that the model we propose will be both relevant and authentic based on service level capabilities, proven track record, and strong infrastructure to support this contract. It is our goal to seek true partnerships with diverse suppliers, distributors, and service providers that provide us the opportunity to deliver the best quality, value, and performance. We have dealers with the Small Business, HubZone, SDVOB, MWBE certifications nationwide. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies. There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

65 **Minority Women Business Enterprise**

☐ Yes
☑ No

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

No response

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

☐ Yes
☑ No

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

No response

69 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

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

No response

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

☐ Yes
☑ No

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

No response

73 **Other recognized diversity certificate holder**

☐ Yes
☑ No

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

No response

75 **Contractor Relationships**

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

HON supports diversified partners through our supplier and dealer networks. Specifically, we search and identify potential suppliers and dealer partners that obtain statuses such as Service-Disabled Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Woman-Owned Small Business and HUBZone status. We encourage diversified suppliers to participate in our proposal processes and have a program that measures supplier diversity as defined by the U.S. government. Our business model contains a relatively large proportion of made-to-order business, so it is critical suppliers and dealer partners are a good match for our business needs, as well as meeting the standards of our end customers. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies.

76 Describe how supplier differentiates itself from its competitors.

HON is the commercial and educational furnishings brand that helps customers make their space work, with lasting function customers can depend on, a fresh look, and clever features, all at a reasonable price. HON customers benefit from our decades of manufacturing experience and expertise, extensive product line, and broad dealer network. And they can be assured of HON's commitment to flawless orders, on time and accurate every time. We take the time to understand our customers' environments and goals, to create workspace solutions that work best for them. With one of the industry's leading product development cycles, we innovate quickly and build what our customers want at a price they can afford, one of many ways in which HON sets ourselves apart from our competitors. An example of innovation fueled by our product development process is our product line called SoCo™, which launched this year. SoCo—an intuitive modular lounge series designed to encourage the ease of both collaborative and focused work—offers ample comfort, unlimited configuration possibilities, and a soft, tailored aesthetic for productive shared spaces. Actions speak louder than words, but our words must also explain how we act. A key function of our "customer first" mission is how we communicate; this is a complex, often overwhelming industry, and our goal is to make buying furniture easier. We partner with our authorized dealers who service our customers on a local level. Our authorized dealer partners are ambassadors of our brand and are held to our high service standards through dealer agreements. With our extensive network of authorized dealers HON can service any customer anywhere in the U.S. We also provide them with the right tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos. We recently adopted "make your space work" into our communications, and it's more than just a tagline. It's a four-word statement about what HON products can help customers achieve. "Make your space work" means something very personal to every single customer who encounters that message. We have a cohesive energy across the company, and we have the ability to be relevant to every different customer and their needs. This approach, like many others at HON, is holistic; it's an all-hands-on-deck effort across departments to ensure customers have access to the products and solutions they need and when they need them. Those elements allow us to differentiate ourselves from our competitors with products that meet real-world needs, flawless execution, dedicated member culture and commitment to our partners. Our competitors are smaller in size and name brand recognition, develop less-than full-line products, offer limited solutions and tend to have restricted distribution and dealer networks. HON is proud to distribute to 599 unique dealer partners. We believe our history with OMNIA Partners supports our position as an industry leader in furniture at the best total value.

77 Litigation, Bankruptcy or reorganization

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

HON is a wholly owned subsidiary of the HNI Corporation. HNI is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes, and other claims. It is the company's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the company's financial condition, although such matters could have a material effect on the company's quarterly or annual operating results and cash flows when resolved in a future period.

78 Felony Conviction Notice

Indicate if the supplier:

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

☑ Yes

☐ No

79 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

To the best of our knowledge, The HON Company has not had any debarment or suspension actions taken against us.

80 **Distribution, Logistics**

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

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. Task, Multipurpose & Lounge Seating - Like a trusted co-pilot, your office chair should be intuitive, supportive, and adaptable. Whether you're brainstorming with colleagues in a conference room or putting the finishing touches on a solo project in a private office, we're designing ergonomically minded task seating that keeps busy people comfortable, focused, and productive, no matter where the day takes you. Desking & Casegoods- Whether you take most of your meetings from a quiet corner office or you're brainstorming in an energetic shared space, your desk determines the efficiency and organization of your workflow. From height-adjustable capabilities to integrated power hubs to smart storage additions, HON's got a command central that delivers powerful performance you want and deserve. Tables - A well-designed, expertly crafted table is the conduit every collaborative space needs to stay connected. With mobile and height-adjustable options, customizable aesthetics, and thoughtful attention to detail, HON's adaptable, multipurpose table collection encourages engagement and productivity with seamless ease. Storage, Vertical & Lateral Files - Has gone beyond simple filing cabinets and lockers. Whether you want a colorful, personalized place to stash your protein bars and running shoes or a comprehensive, multifunctional system that protects important paperwork, we're changing the way workplaces stay organized and on task. System & Pedestals - Workflow may vary during the week, but the efficiency of where you get it all done shouldn't. Busy professionals need a customized HQ that meets the demands of the day. And to us, that means dependable, flexible workstations that keep you focused, organized, and ready to succeed. Education - Today's comprehensive classroom goes beyond simple desks and chairs. At HON, we're thinking outside the box when it comes to education environments, and that means a comprehensive portfolio of dynamic, multipurpose solutions designed to spark imaginations, encourage inclusivity, and support connection in every space of every school. HON products are also backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty. Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

81 **Distribution**

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

The HON Company will utilize our manufacturing and distribution facilities to produce quality products which will be delivered directly to OMNIA Partners customers or through our authorized dealer partners. Utilizing our nationwide network of over 599 authorized dealers, in addition to our own logistics capabilities, HON can reach any OMNIA Partners customer in any area. As HON's lead, nationwide cooperative contract, there are no restrictions on the areas which will be covered by the Agreement. Products and services under this Agreement will be provided to all OMNIA Partners customers within the Continental U.S. (48 Contiguous), including U.S. territories and outlying areas. For shipments outside the Continental U.S., additional charges and alternate lead times may apply.

8.2 Distribution

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

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance, below is an overview of how Participating Agencies can confirm they are receiving products in accordance with the Master Agreement. Through our authorized dealers: Our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and Contract Summary Document. Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible products, based upon order size, discounts, and list prices approved on the contract. Compass allows dealers the ability to create quick and accurate price quotes for customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and products – reducing the need for agencies to issue modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly. Our contract summary document provides our dealers with an overview of the pricing, products, and terms and conditions, including an overview of eligible customers, products approved under our contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions. A contract summary document is completed for each individual state that executes a Participating Addendum. Through our Government Customer Support Team: Our Government Customer Support Representatives are trained on the requirements of our Federal, State, Local, and Cooperative contract programs and provide informed responses to both our end customers and our nationwide network of dealers. Government Customer Support members have been formally trained to answer product, warranty, ordering, pricing, delivery, and other types of questions within an industry-leading response time. Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7:00 a.m. – 6:00 p.m. Monday through Friday CST. Through Systematic Parameters (Oracle EBS): HON uses an Order Entry system called Oracle EBS. Each participating agreement is assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the agreement. The 4-digit code also aligns to the pricing, product, and terms and conditions of each individual contract ensuring each order receives accurate, real-time, contract pricing. The 4-digit code will support only those products identified as eligible on the contract.

8.3 Logistics

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

HON's breadth of products and services, the scale and capability of our manufacturing, and the strength of our distribution enables us to provide the most efficient means of processing, handling, and shipping of products to public agencies nationwide. HON will utilize our nationwide network of authorized dealer partners to supply quoting, ordering, delivery, installation and services. HON enters into an agreement with our Authorized Dealer partners based upon the evaluation of their form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. Authorized Dealers are required to sign commitments that ensure servicing levels, standards, and terms and conditions are maintained. HON uses truckload, LTL (less-than-truckload) and FedEx to carry deliveries. The carrier pool varies by shipping location. HNI also uses a third-party logistics provider to load plan deliveries, Schneider Logistics.

8.4 Logistics

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

HON is a wholly owned subsidiary of HNI Corporation and maintains its corporate headquarters in Muscatine, Iowa, and conducts operations at locations throughout the United States as well as in India and Mexico, which house manufacturing, distribution, and retail operations and offices totaling an aggregate of approximately 11.6 million square feet. Of this total, approximately 3.2 million square feet are leased. In addition, many of our authorized dealers have showrooms where HON furniture can be viewed. Cedartown, GA 555,000 sq ft | Garland, TX 211,000 sq ft | Hickory, NC 210,000 sq ft | 6 locations Muscatine, IA 2,211,000 sq ft | Wayland, NY 750,000 sq ft | Saltillo, MX 540,000 sq ft | Mechanicsburg, PA 252,000 sq ft | Iowa City, IA 300,000 sq ft| Salt Lake City, UT 109,000 sq ft | Ontario, CA 179,544 sq ft

85 Marketing and Sales

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

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

HON has and will continue to support the OMNIA Partners contract as our go-to nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract. Below is an overview of our in-depth nationwide roll-out plan for our authorized dealers and internal sales teams. Dependent upon these awards, our plan at a minimum, is to: Within two (2) days from the date of award: • We will notify our leadership and Sales team about the details of the contract award. • We will create a marketing e-Communication that will be sent to all authorized dealers under the new OMNIA Partners contract • Contract Summary documents will be created to outline the terms of the new agreement for our authorized dealer partners Within one (1) week from the date of award: • We will begin updating the already established, dedicated, OMNIA Partners webpage on hon.com. • We will hold meetings with our HON Sales team and Government Customer Support team to review the pricing, product, and key requirements of the contract. Within one to two weeks from the date of award: • Our Sales team will begin training our nationwide network of OMNIA Partners dealers on the pricing, product, eligible participating agencies and key requirements of the contract as well as create individual market plans to drive sales growth in their coverage areas. • We will support approved contract pricing and products within our ordering systems by using our online pricing tool, Compass, and our Contract Summary Document that will be uploaded to our internal site for Business Development Managers to reference and distribute to our nationwide network of OMNIA Partners dealers. Within one month of award: • Our executive sales leaders will engage OMNIA Partners leadership to schedule business review meetings. Monthly funnel review at a local level in addition to Quarterly overall review will take place to ensure proper growth where opportunities present themselves. • Expected meetings with key customers to include: overview of Region 4 ESC; explanation of benefits of cooperative purchasing; benefits of OMNIA Partners over other cooperatives; and benefits of HON offering and our "Right to Win." • Our Director of Regional Sales Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans. Within three months of award: • Our Director of Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans. Training: HON has held the OMNIA Partners contract for almost 15 years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. We will continue to utilize multiple training touch points to educate our sales force on the Region 4 ESC agreement, key strategies, benefits, pricing compliance, eligible Participating Agencies and effective use of the available sales tools. These touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners members.

86 90-day Plan

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

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - •OMNIA Partners standard logo;
  - •Copy of original Request for Proposal;
  - •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - •Summary of Products and pricing;
  - •Marketing Materials
  - •Electronic link to OMNIA Partners' website including the online registration page;
  - •A dedicated toll-free number and email address for OMNIA Partners

Within 30 days of the award, HON will: o Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. o At OMNIA Partners direction, we will announce the award of the contract through any and all social channels, as well as company website o Design, publish, and distribute co-branded marketing materials o Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns. Within 60 days of the award, HON will: o Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement. o Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by HON. In addition, HON commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. o Design and publish advertising pieces in national and regional trade publications o Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: Annual sales volume commitment for the OMNIA Partners contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners marketing material distribution plans, and product presentations. Within 90 days of the award, The HON Company will: o Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members o Conduct on-going OMNIA Partners contract training with the dealer sales force. this training will continue throughout the life of the contract: o Discuss authorized users of the contract, pricing and service requirements, etc. o Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract o Understand how we can help them meet or exceed their purchasing requirements o Schedule OMNIA Partners joint marketing events with HON Dealers and OMNIA Partners. Encourage our HON dealers to join and participate in professional associations and organizations that include OMNIA Partners and volunteer to speak at various organizations that have an interest in HON product, services and solutions.

87 Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The HON Company positions OMNIA Partners as our premier contract, offering our government, public sector and non-profit customers the best contract solution to help them meet the procurement goals of their respective agencies. We market the OMNIA Partners contract to our existing government customers through multiple avenues, to include in-person meetings, telemarketing campaigns and printed and electronic mailings. HON also works directly with the OMNIA Partners sales team to train our existing and prospective customers on the benefits of the OMNIA Partners/Region 4 ESC contract and how our awarded contract meets their procurement needs. The HON Company currently holds several cooperative contracts including OMNIA Partners, NASPO, BuyBoard, COSTARS, KCDA, MHEC, Educational Data Services, ESCNJ, and Equalis, which offer varying product, pricing and terms to Public Sector customers. OMNIA Partners/Region 4 ESC contract is the lead contract HON offers as a nationwide cooperative contract solution. As our lead, nationwide cooperative contract, HON has advantaged our OMNIA Partners contract through executive sponsorship, marketing materials, nationwide training of both our internal sales team and our dealer partner sales teams and by creating a compelling product offering at a competitive price point. HON is proud to offer our current government customers the opportunity to purchase from the OMNIA Partners contract. In many states, it is the only contract option available.

88 Logo

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

☑ Yes
☐ No

89 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

☑ Yes
☐ No

90 Training

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

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

☑ Yes
☐ No

91 **Responsibility**

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

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

Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 | Marketing: Alexa Wehrle Marketing Specialist wehrleal@hniworkplacefurnishings.com 563-299-4859 | Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541 | Sales Support: HON Government Sales Support Team hongovtsalessupport@honcompany.com | Accounts Payable: Holly Van Den Berghe and the Accounts Payable Team will be responsible for the OMNIA contract accountspayable@hnicorp.com 866.514.5882 Option 1 | Financial Reporting & Contracts: Christine McCormick Contract Analyst contractmanager@honcompany.com 563.275.0900

92 **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1 Business Development Associates/Managers - HON has over 60 Business Development Members located throughout the United States. Our Business Development Members are physically located within their sales region to build a strong rapport with our customers and our nationwide network of OMNIA Partner dealers. Business Development Members are the foundation of our salesforce and are focused on driving sales and marketing efforts within their Contract assigned region. Some of their key sales activities include meeting with customers and dealers, providing pricing and program guidance, training our dealers on products and pricing, staying up-to-date with local business trends, and attending industry tradeshows. Regional Market Managers – The Regional Market Manager is responsible for managing sales members, the distribution strategy, and to drive aggressive, profitable growth in a predetermined market or geographic area. The Regional Market Manager directs and focuses the Business Development Members on HON objectives within their specific roles while creating a cohesive market strategy to grow HON revenue in the market. This role aligns sales efforts, member development, and sales leadership efforts within the designed market. Regional Vice Presidents - HON has a total of 2 Regional Vice Presidents located throughout the U.S. Regional Vice Presidents have overall responsibility for providing strategic management and sales leadership to our Regional Market Managers and Business Development Members to identify and prioritize regional sales activities and ensure HON has a thorough understanding of the marketplace. Our Regional Vice Presidents also supervise all programs, sales initiatives, and training with our dealer organization. Director of Public Sector - The Director of Public Sector Sales is focused on driving growth within the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our sales organization as well as our dealer partners; and builds strong relationships with OMNIA Partners cooperative members and State and Local procurement officials. Vice President and General Manager, Sales and Service - The VP and GM of Sales and Service, directs all nationwide commercial contract business for HON. This person leads the HON team in developing and delivering profitable sales and marketing strategies to dealer partners, wholesale suppliers, and national supplies dealers located throughout the U.S. In addition, this person collaborates with C-level executives of our largest customers - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and profitability for HON's largest division. As the HON sales executive leader, he participates in top-to-top senior leadership meetings with OMNIA Partners executives to align our organizational strategies for mutual, profitable, growth. Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541

93 **Implementation**

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

At HON, your success is our success. We are committed to the role that OMNIA Partners plays in our market share strategies. We have worked closely with OMNIA Partners Public Sector team to understand and leverage the strengths of our two organizations. HON will continue to partner with the OMNIA Partners Public Sector team throughout all levels of the organization, examples of successful collaboration include: ? Strategy meetings with the Strategic Development Partners to create nationwide sales initiatives for a targeted Participating Agency segment; these initiatives will be supported by our mutual sales and marketing teams. o Areas of Opportunities for growth to evaluate will include: 1) States: where a furniture contract isn't present, including-but-not limited to California, Illinois, Michigan, Missouri, Nebraska, Virginia, Washington, North Dakota and Colorado. 2) K-12 Segment: The HON Company is currently launching new, innovative, practical solutions for the classroom space for existing and new customers looking to modernize and bring their districts to the 21st Century Learning styles. The HON Company has invested in a tool that identifies all school districts that have active bond money to execute these efforts. We will highlight the benefits of using a cooperative contract such as OMNIA Partners to hit price points for strict budgets. 3) Cities & Counties: As part of an overall broadened strategy with Public Sector, we will start to create and execute a vision to engage with key cities and counties that OMNIA Partners will be the forefront leader on. We will highlight cooperative purchasing and the benefits of buying from OMNIA Partners. ? Our Marketing teams will continue to collaborate on the development of effective materials which will enhance customers understanding of the contract and share our mutual value proposition. These materials will be targeted to the types of customers listed above. ? Our Sales teams will continue to have a multi-faceted approach to sales by leveraging our nationwide network of dealers and directly targeting eligible Participating Agencies. The lines of communication between our sales organization have been strong throughout our long history and will continue to be a vital part of our mutual success. ? We will continue to utilize the OMNIA Partners training department and OMNIA Partners sales members to support the roll-out of our new contract award and to provide on-going education to our authorized dealer partners, field sales members and eligible participating agencies. We intend to use our nationwide network of OMNIA Partners authorized dealer partners well as our nationwide team of Sales Representatives to aggressively market the OMNIA Partners contract. Our Sales team, dedicated Government Customer Support team, Marketing team and our Dealer partners will be readily available to work with the OMNIA Public Sector organization to continue strong adoption of the contract and mutual sales growth.

94 **Program Management**

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

The Region 4 contract is supported throughout our organization; our sales, marketing, customer support, merchandising and contract teams are key departments focused on the success of our contract. Our internal contract team ensures the compliance and support of our contract, they work directly with OMNIA and Region 4 to ensure our contract reflects the most up-to-date pricing, products and services offered by HON. Our contract team has created standard processes and workflows within our organization to allow for product, pricing, dealer updates, etc. to be submitted in a timely manner and per the requirements of the contract. Updates to our contract are announced via a marketing email communication to our sales and dealer network. Our Marketing, Sales and Merchandising functions work closely together to create coordinated plans for customer specific sales efforts, promotions, targeted marketing pieces, etc. As we develop monthly, quarterly and yearly plans for sales growth, these departments review all aspects to ensure proper roll-out and support for our dealers, internal sales teams, OMNIA sales members and eligible participating agencies. We train our dealers on the many features and benefits of the OMNIA Partners contract and how best to promote the contract with OMNIA Partners. Along with training our dealers, we also provide them with the resources and tools to be successful. One of the main marketing resources we provide our dealers is the HON OMNIA Partners catalog. This catalog highlights the benefits of the OMNIA Partners contract, showcases the breadth of products we offer, and provides inspirational images. We understand how important it is to have an online presence, so we maintain a page on hon.com that is dedicated to our OMNIA Partners and outlines where they can find contract information and an OMNIA Partners dealer closest to them. The HON Company is proud to offer the OMNIA Partners contract as our leading nationwide public sector Cooperative Purchasing Program.

95 **Supplier's Customer List**

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

HON is a wholly owned subsidiary by HNI Corporation and HNI does not disclose financial information about its sales by operating company. In fiscal 2023, HNI Corporation had net sales of $2.4 billion, of which $1.7 billion was attributable to the workplace furnishings. Federal, state and local government business represent significant sales for HNI Corporation. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

96 **System Capabilities and Limitations**

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

HNI and HON continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. HNI and HON utilizes an Oracle ERP Enterprise system to manage its entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR, and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur. Our preferred method is to have eligible customers submit their orders through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information prior to order. Dealers can place an order directly through The Community powered by Salesforce, via email, or EDI. Online resources are available to our dealers 24 hours a day, 7 days a week. HNI has a fully integrated order entry platform that allows us to receive and enter purchase orders directly from the participating entity. The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details. Once the order is acknowledged, dealers or customers has access to real-time order status updates. Invoices are created and released at the time of order shipment. Agencies and Dealers both have the capability to monitor and pay invoices within HNI's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

97 **Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

98 **Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

99 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

100 ***Attribute deleted as part of an Addendum***

101 **General Terms and Conditions**

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

☑ I certify compliance with this attribute.

102 **Felony Conviction Notification**

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

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

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

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

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

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

103 **Name of Felon and Nature of Felony, if applicable**

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

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

N/A

104 **Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

105	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

106	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

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

108	**Entities that Boycott Israel** Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. *EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.* ☑ I certify compliance with this attribute.
109	**Foreign Terrorist Organizations** Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract. ☑ I certify compliance with this attribute.
110	**Firearm Entities and Trade Associations Discrimination** Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC. *APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.* *EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.* ☑ I certify compliance with this attribute.
111	**Energy Company Boycott Prohibited** Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC. *EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria. (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code, (ii) with 10 or more full-time employees, and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.* ☑ I certify compliance with this attribute.
112	**Critical Infrastructure Affirmation** Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. *EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.* *The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.* ☑ I certify compliance with this attribute.

113	**Open Records Policy** All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act. The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below: **OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. **OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event. *(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)* ☐ OPTION A - No proprietary information ☑ OPTION B - Proprietary information marked
114	**Consent to Release Proposal Tabulation** Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information. ☑ I certify compliance with this attribute.

115	**Contracting Information** If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): *"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."* Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement; (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and (3) on completion of the Agreement, either (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC. ☑ I certify compliance with this attribute.
116	**Anti-Trust Certification Statement** Vendor affirms under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. ☑ I certify compliance with this attribute.
117	**Federal Rule (A) - Contract Term Violations** **(A)** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. *Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.* ☑ I certify compliance with this attribute.

118	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
119	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

120	**Federal Rule (D) - Davis Bacon Act/Copeland Act** (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
121	**Federal Rule (E) - Contract Work Hours and Safety Standards Act** (E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
122	**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement** (F)If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

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

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

☑ I certify compliance with this attribute.

124 **Federal Rule (H) - Debarment and Suspension**

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

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

125 **Federal Rule (I) - Byrd Anti-Lobbying Amendment**

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

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

126 **Federal Rule (J) - Procurement of Recovered Materials**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

☑ I certify compliance with this attribute.

127	**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment** (K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
128	**Federal Rule (L) - Buy American Provisions** (L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
129	**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

130	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
131	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
132	**Federal Rule - Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

133	Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215 When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
134	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
135	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

136	**Indemnification** **Acts or Omissions** Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. **Infringements** a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity** a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. ☑ I certify compliance with this attribute.
137	**Excess Obligations Prohibited** Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. ☑ I certify compliance with this attribute.
138	**Suspension and Debarment** Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. ☑ I certify compliance with this attribute.

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

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 10. Adding Authorized Distributors/Dealers, P.2	Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	~~Contractor is prohibited from authorizing a~~Additional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time ~~it wishes to add~~ an authorized distributor or dealer is added to their dedicated website. Purchase orders and payment ~~can only~~ may be made to the Contractor or authorized dealer ~~unless otherwise approved by Region 4 ESC~~. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non-Performance or Contractor Deficiency, P.2-3	Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order and Contractor will be compensated for work in progress.	
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	

Appendix A, Section 28 Stored Materials, P.6	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ party in control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance~~.	
Appendix A, Section 30 Indemnity, P.6	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent caused by ~~arising out of or resulting from~~ the negligent actions or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	

Exhibit A, Section 1.1 Requirement, P.31	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state.	
Exhibit A, Section 2.2 Pricing Commitment, P.34	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~ Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions.	

Exhibit B, Section 13 Administrative Fee Reporting, P.44	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 15th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.	
Exhibit B, Section 14 Administrative Fee Payment, P.44	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners within 30 days of calendar month end, ~~at the frequency and on the due date stated in Section 13, above,~~ for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	

Exhibit F, Federal Funds Certifications, Overview P.53	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.	The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60	When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.	When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Energy Policy and Conservation Act, P.60	When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).	When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.60	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify whether its individual products comply to ~~with all~~ applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, (1) P.60	The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.60	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.61	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.62	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	

Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	
Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.	Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and as applicable.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.66	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement.	

Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, 3. Equal Employment Opportunity, Item 8, P.68	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract ~~or purchase order~~ unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, Sign-Off, P.81	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable.	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation., as applicable.	

HON | Make your space work.

June 3, 2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

RE: RFP for Furniture, Installation and Related Services; Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

Please accept The HON Company's proposal to perform the covered services under the terms of the Furniture, Installation, and Related Services Solicitation Number RFP 24-01. We have answered the required Attribute Tab questions and uploaded the required Response Attachments to Region 4 ESC's online procurement site per the instructions outlined in the RFP Solicitation 24-01.

Over the past 15 years, HON has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. Our products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, HON will continue to promote our exceptional value and the value of the Region 4 ESC/OMNIA Partners Cooperative. We believe that our proposal provides a comprehensive response for the requirements stated in this RFP.

HON is excited to include the Hickory Business Furniture (HBF) full product line to complement our offering. HBF is part of the HNI Corporation family and offers beautifully designed and exceptionally constructed products. By adding the HBF line we can integrate our HNI brands and offer OMNIA customers a more robust collection of products.

We are confident we have and will continue to support the OMNIA Partners contract as our leading nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Regional Sales Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract.

We kindly request that OMNIA and Region 4 agree to a start date of May 1, 2025, to coincide with our current contract's April 30, 2025 expiration date. We have many riders and piggyback agreements tied to OMNIA. Allowing ample time between the award date and the new contract start date will allow us to seamlessly transition these agreements and reduce the risk of any lapse in coverage for our mutual customers.

HON is not merely offering great product solutions but will continue to work diligently towards building a lasting partnership between our organizations. With this proposal, our desire is to demonstrate continued dedication towards Region 4, OMNIA Partners, and our shared customers.

Sincerely,

Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

6/3/2024
Date

Authorized Signature & Title
Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

Appendix C, Doc #2

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

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

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

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

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

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

Company	The HON Company LLC	**Contact**	Melissa Lincoln **Signature** Melissa Lincoln **Printed Name** Public Sector Sr. Program Manager **Position with Company**
Address	600 East 2nd Street Muscatine, IA 52761	**Official Authorizing Proposal**	 **Signature** Eric Schroeder **Printed Name** Vice President, Finance - HNI Workplace Furnishings **Position with Company**
Phone	800-466-8694		
Fax			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1155273

Date Filed:
05/01/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
The HON Company LLC
Muscatine, IA United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Solicitation Number RFP 24-01
Furniture, Installation, and Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HNI Corporation	Muscatine, IA United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Eric Schroeder and my date of birth is _____

My address is 600 E 2nd Street (street), Muscatine (city), Iowa (state), 52761 (zip code), USA (country)

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

Executed in Muscatine County, State of Iowa, on the 3rd day of June (month), 2024 (year)

NOTARIAL SEAL IOWA
CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Cindy Hermann 6/3/2024

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Eric Schroeder Vice President, Finance, as an authorized representative of

The HON Company LLC, a contractor engaged by

Insert Name of Company

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

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

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

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



Signature of Named Authorized Company Representative

6/3/2024

Date

HON Integrated Design Solutions

The HON Company's Integrated Design Solutions (IDS) team comprises expert design professionals dedicated to supporting our dealers and clients by providing complimentary, meticulously crafted design packages. These packages ensure accurate specifications and enhance the overall value of our offerings.

Plan & Specify:

Our IDS team collaborates with dealers to produce professional design packages, including 2D furniture plans, white sweep renderings, a comprehensive bill of materials/parts list, and the CET Designer file. These detailed plans offer customers a comprehensive overview of their furniture projects.

Audit:

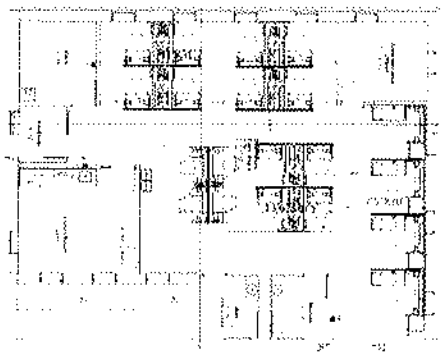
Additionally, our IDS team offers auditing services to verify the completeness and accuracy of drawings and parts lists. A HON Interior Designer conducts thorough checks to ensure quantities, product compatibility, and structural integrity.

Value Engineering:

To optimize furniture layouts and offer cost-saving solutions, our IDS teams provide value engineering options and suggestions tailored to meet our customers' specific needs.

Rendering:

Our IDS team creates realistic renderings to help customers visualize their furniture installations, including fabrics and finishes. These renderings provide invaluable insights into the final look of the space before ordering.



Enhanced services include Live Design collaboration, virtual walkthrough capabilities, and project consultation, ensuring a seamless and tailored experience for our customers.

Virtual Live Design

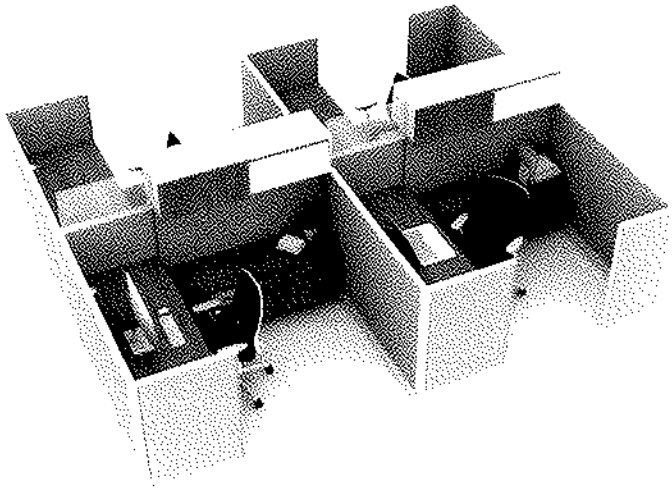
Enhance the customer experience through innovative online project collaboration with trade partners and customers utilizing HON talent, CET Designer, and Microsoft Teams. This virtual platform fosters seamless communication and collaboration, ensuring efficient project execution and customer satisfaction.

2D VR Experience

Offer self-guided virtual project tours designed to help customers visualize their space and HON solutions. These tours are created based on a Plan & Specify project, utilizing the HON and Yulio Jump CET extensions to provide an immersive and engaging experience.

3D VR Experience

Deliver curated and guided virtual project tours with VR goggles, immersing customers in their space and HON solutions. These tours are built off a Plan & Specify project, leveraging the HON and Yulio Jump CET extensions to provide an interactive and immersive visualization experience.



Visualize Your Product

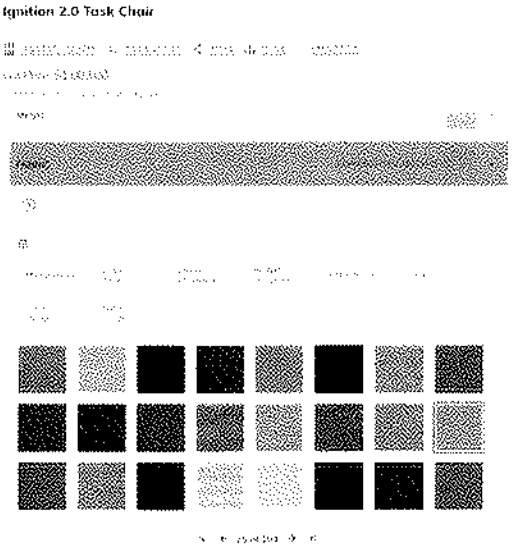
Product configurators allow clients and design partners to collaborate on the configuration and aesthetic of a product more seamlessly, getting from inspiration to installation quicker. Having a clear visual depiction of any product solution allows decision makers to clearly articulate their design intent and direction.

HON's Product Configurator provides the latest technology for users to configure not only task seating options but also Executive & Conference Seating, Guest Seating, Lounge Seating, Stools, Stacking, Big & Tall, Education Seating, Contain Lockers, Contain Wardrobes, and Fuse Storage.

In addition, we have a room planner, scene configurator, chair chooser, and multiple design resources. It is important to note that these tools are for general use and not specific to Region 4/OMNIA Partners or any other customers with contract specific products.







Product Configurator

Textile Innovations & Sustainability Awards

PFAS Removal from Standard Finish Offerings

HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

Sustainability

- We are researching, developing, and testing the following sustainable materials.
- Biobased foam that uses landfill diverted biomass from food processing wastes.
- Recycled PET resin in powdered coated paint.
- Carbon negative materials made from Biochar and woody fiber plants.
- Circular materials made from our products and wastes.

Better Plants

The Better Project Award acknowledges HNI's exceptional achievements in executing energy-efficient initiatives within its manufacturing operations, particularly concerning the optimization of paint booth ovens. Through the addition of air curtains designed by HNI, it was able to reduce oven energy demand by up to 30% per oven while also stabilizing oven temperatures. These improvements help increase efficiency, reduce overall greenhouse gas emissions, and provide a better working environment for members.



America's Most Responsible Companies were selected based on publicly available key performance indicators derived from social responsibility reports, sustainability reports, as well as an independent survey. The results are focused on company performance across environmental sustainability, social responsibility, and corporate governance.

HNI has been awarded in the past: 2023 Ranked #6, 2022 Ranked #38, 2021 Ranked #309, 2020 Ranked #246

"HNI is honored to once again be named to the list of the most responsible companies in America," said Jeff Lorenger, Chairman, President, and Chief Executive Officer of HNI Corporation. "This acknowledgement underscores our commitment to corporate social responsibility as a core value and highlights the progress we are making on our long-term goals. We are honored to continue to be recognized for our efforts."

Jeff Lorenger | President, CEO of HNI Corporation

HON NOW

The Leading Mid-Market Quickship Manufacturer

To keep your business at peak productivity, waiting isn't always an option. The HON NOW Quickship Program was designed for movers and shakers like you who want exceptional quality, durability, and versatility without compromising valuable time. Whether you're outfitting a brandnew workspace or simply expanding the one you already have, we've got a variety of dependable and supportive office furniture solutions designed to fit your needs and your schedule - in a hurry, without the hassle

HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. With a comprehensive product offering and billions of seating customization options, the program can outfit an entire Private Office, Open Office, Collaborative, Common or Welcome Space.

HON NOW gives customers access to just a chair or desk all the way to an entire private office, open office workstations to a collaborative space in your office all delivered with speed.

- No minimum or maximum order threshold. However, large quantity orders or large dollar volume orders will be reviewed and may receive lead times greater than the HON NOW Program delivery threshold.
- Orders are subject to availability based on the HON NOW assortment.



Look for this icon throughout hon.com and other marketing resources to find fully customizable chairs that ship in 2-days.

HON | Make your space work.

June 3, 2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

RE: HON NOW Program for Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

The HON Company is excited to request the addition of the HON NOW quick ship program with our RFP response. HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. HON NOW is designed to deliver on average in 10 business days. Below are the specific details of the program HON is offering to the OMNIA Partner/Region 4 ESC customers:

- HON NOW program orders shall be based upon the HON NOW commercial program terms and conditions.
- Orders using the NOW quick ship program will be based off of the HON Commercial List Price in effect at time of order.
- HON NOW orders must be issued to the HON authorized dealer for processing and invoicing.
- The HON NOW commercial program list prices and product assortment may be revised at any time, and all such revisions are incorporated by reference herein without need to formally amend this agreement
- Delivery occurs within 11 business days upon HON's receipt of a "clean" order - a "clean" order meets the terms of the program and has all the necessary information needed to successfully process
- If the order requires liftgate or palletization, you must request an Enhanced Service through the Community.
    - Liftgate will not be available for orders of 250 cubes or greater due to carrier limitations.
    - All orders shipping LTL will be palletized.
- Discounting off list price for any order is as follows:

HON NOW

Total Order at List	Systems & Pedestals	All Other HON NOW Product
All Orders	64.70%	51.10%

- HON NOW orders are limited to quantities available in-stock at time of order; because the NOW program is to designed to satisfy a fast option to the items most frequently requested, the product offering is updated frequently. Product modifications will not be required for these updates.
- Products offered under the NOW program may include product categories which are not available under the terms of this contract (i.e. 5-year warranty items, specific product categories). All products available under the NOW program will be offered to eligible entities under this agreement.
- The HON published warranty for each product in effect at time of order placement shall apply.

Please click on the following link to view the HON NOW Digital Catalog and HON NOW Digital Price List.

Sincerely,

Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

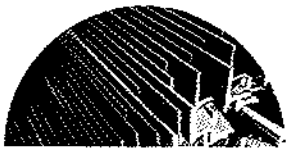
Enhanced Services

We are excited to introduce Enhanced Services, the ability to order additional services right along with your HON products. We understand that some orders are unique and have special requirements that are not included in our standard services and want to make that an easy process for you. As a result, we are offering two different types of enhanced services. The orderable services will have a fixed fee per purchase order while the service requests are more unique and will require a quote from Customer Support. The ultimate goal for HON's Enhanced Services is to make it easier for you to provide an exceptional experience for your customers while increasing profitability.

Please direct any questions to HON Customer Support at GeneralSupport@hniworkplacefurnishings.com.

Orderable Services Customer may order in eOrdering or submit PO without pre-approval for service	**Cost for Service**
Lift Gate (Limited to orders less than 250 cubes)	$250/Order
Proof of Delivery	$20/Order
Professional Protective Equipment (minimum order size of 250 cubes)	$50/Order
US Citizen Driver	$50/Order
Inside Delivery (Limited to orders less than 250 cubes)	$250/Order

Services Requiring Approval Customer must receive approval for service before ordering service. In some cases, these services may not be available after order is placed.	**Cost for Service**
Specific Delivery Date/Time	Actual Charges Apply
Dedicated Truckload Delivery	Actual Charges Apply
Ocean Container	Actual Charges Apply ($2,000 minimum)
Trailer Length Maximum	Actual Charges Apply
Advanced Clearance	Actual Charges Apply
Carrier Insurance	$50/Order
Expedited Transit	Actual Charges Apply
Palletization	Actual Charges Apply ($1,000 minimum)
Special Permits	$50/Order + Permit Fees



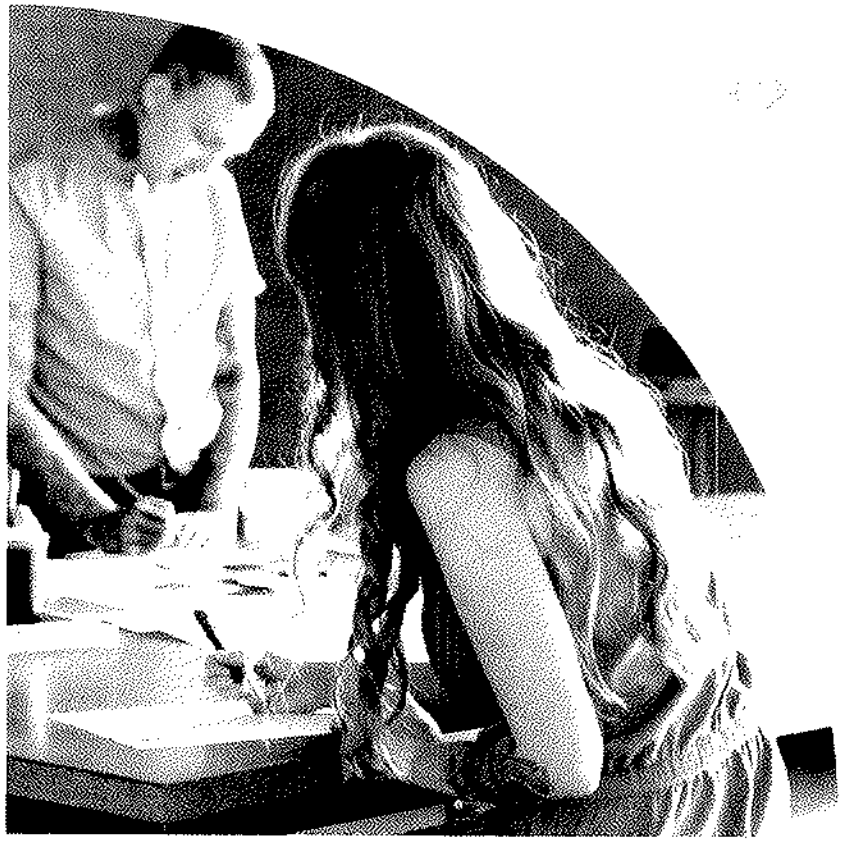




HNI

2022
Corporate
Social
Responsibility
Report





3 A Message from Our CEO

4 Awards and Achievements

5 Continued Engagements and Commitments

6 About HNI/Governance

8 About This Report

9 Goals and Progress

11 Respecting People

21 Reducing Impacts

28 Redefining Tomorrow

Appendix

39 GRI Content Index

64 TCFD Disclosure

66 SASB Disclosure

1947 C. Maxwell Stanley, Clement Hanson, and H. Wood Miller start a new company called HomeComfort



Leadership

Message from Jeffrey Lorenger, Chairman, President and CEO

In 2022, HNI celebrated 75 years of creating products that encourage collaboration and productivity in the workplace and warm memories at home. Since our founding, we are proud to have continually built a great place to work for our members.

Looking forward to our next 75 years, and beyond, we continue to build on our strong foundation and launch new initiatives to lead HNI into the future.

These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products.

CORE integrates our belief in respecting people and supporting our communities, and it promotes HNI Belong. HNI Belong focuses on increasing diversity throughout the company including growing the number of women and ethnically diverse members serving at manager level and above.

To demonstrate our commitment to CORE, in 2021, we began aligning executive compensation with our diversity goals, and in 2022, we began aligning executive compensation with our sustainability goals. In this way, we are strengthening and motivating our entire organization toward achieving the CSR goals outlined in this report.

We understand the call to innovate and think about our resources in new ways. This year, across all HNI brands and departments, we found ways to further reduce energy consumption, emissions, and waste. We are embracing sustainability as part of our company culture and as an important consideration in all of our decisions.

As part of this work, we have aligned our emissions targets to the Science Based Targets initiative (SBTi) in an effort to reduce global warming and limit the impact of climate change.

As we build the elements of CORE into our culture, we are providing an opportunity for all of our members to get even more involved and empowered to help create positive change—being more inclusive; becoming better stewards of our resources; and building stronger, healthier communities.

As you will learn in the following pages, HNI is gaining momentum and making important strides toward our corporate CSR goals. As we continue to grow our family of brands with the addition of Kimball International, we collectively are committed to the long-term success of HNI, which includes our commitment to the objectives outlined in this report. Please join us on our journey.



Jeffrey D. Lorenger
Chairman, President, and
Chief Executive Officer
HNI Corporation

1956 Company holds first annual recognition dinner to honor members with 5+ years of service.

HNI announced the acquisition of Kimball International in 2023. Due to the timing of this acquisition, data within this report is not inclusive of Kimball International.

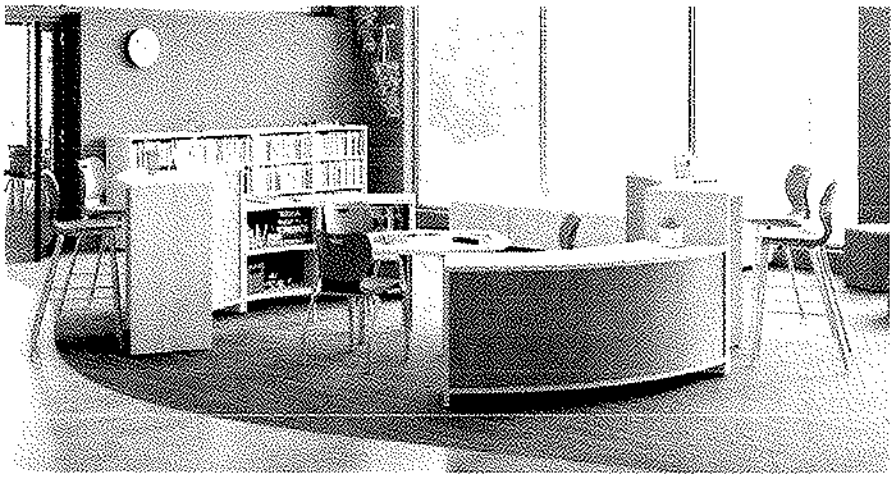
Business Information

The HON Company

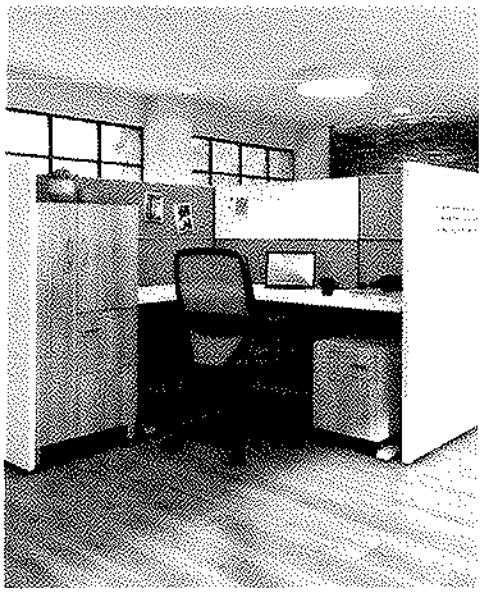
200 Oak Street
Muscatine IA, 52761
United States of America

DUNS Number: 14-781-4735

FEIN Number: 42-1491474







Make Your Space *Work*

D&B

Printed By:Jesse Albrecht

Date Printed:05/22/2024

LIVE REPORT

HON COMPANY LLC, THE

HEADQUARTERS

D-U-N-S Number: 14-781-4735
Phone: +1 563 272 7100

Address: 200 Oak St, Muscatine, IA, 52761, United States Of America
Web: www.hon.com
Endorsement: Albrechtj@hnIworkplacefurnishings.com

Summary

Currency: USD

KEY DATA ELEMENTS

KDE Name	Current Status	Details
PAYDEX®	75	5 Days Beyond Terms
Delinquency Score		Moderate Risk of severe payment delinquency.
Failure Score		Low to Moderate Risk of severe financial stress.
D&B Viability Rating		View More Details
Bankruptcy Found		
D&B Rating		10 employees and over. Moderate Risk

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+
2	432	-	-	432	432

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+
[redacted]	432	0	-	432	432
[redacted]	0	0	-	0	0

COMPANY PROFILE

D-U-N-S

Legal Form

History Record

Date Incorporated

Mailing Address

Telephone

Website

Employees

Age (Year Started)

Named Principal

Line of Business

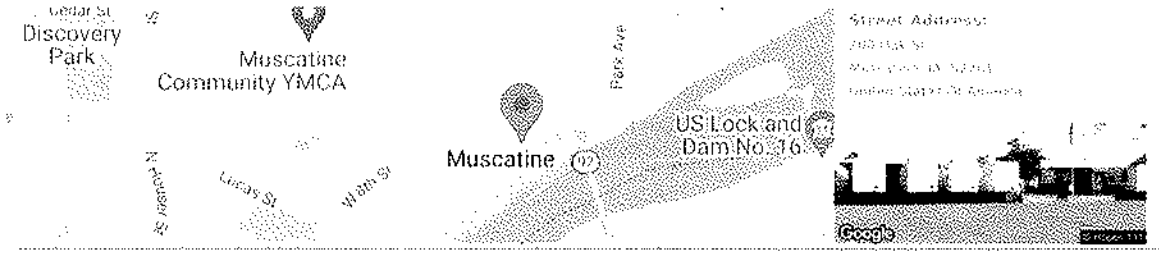
Present Control Succeeded

State of Incorporation

SIC

Ownership

NAICS



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

Overall assessment of this organization over the next 12 months: **Stable Condition**

Based on the predicted risk of business discontinuation: **High Likelihood Of Continued Operations**

Based on the predicted risk of severely delinquent payments: **Moderate Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

470,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

FAILURE SCORE

Company's Risk Level

Probability of failure over the next 12 months
0.09 %

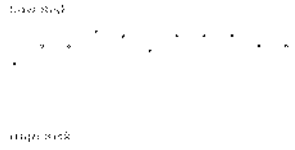
Past 12 Months

DELINQUENCY SCORE

Company's Risk Level

Probability of delinquency over the next 12 months
4.2 %

Past 12 Months



VIABILITY RATING SUMMARY

Viability Score



Data Depth Indicator



Portfolio Comparison



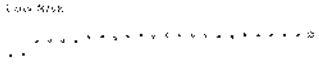
Financial Data	
Trade Payments	
Company Size	
Years In Business	

D&B PAYDEX



6 days beyond terms

Past 24 Months

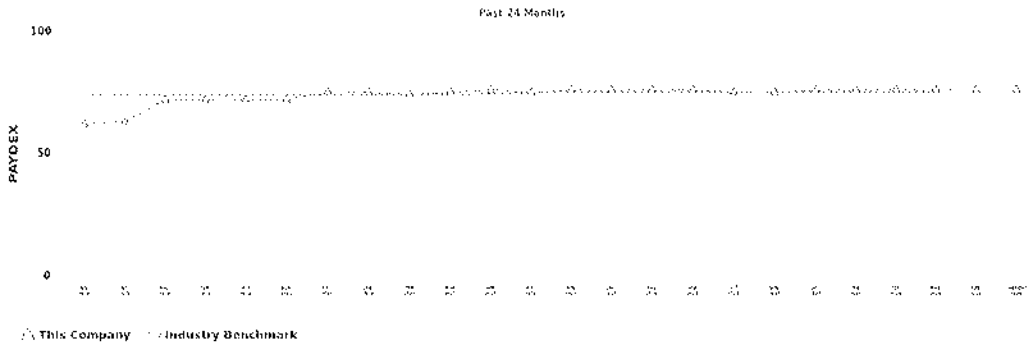


D&B PAYDEX - 3 MONTHS



30 days beyond terms

PAYDEX TREND CHART



SBRI ORIGINATION

D&B SBFE SCORE

D&B RATING ⓘ

Employee Size

1R

Risk Indicator

3

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	03/28/2016
Suits	3	03/25/2020
UCC	27	04/08/2020

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

1 Days

3 Months

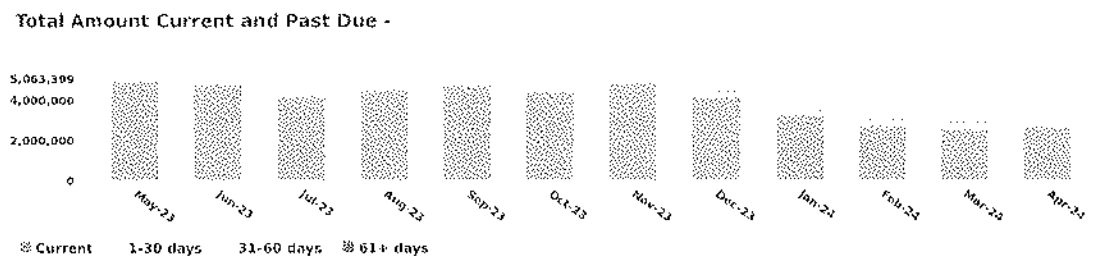
From Mar-24 to May-24

Dollar-weighted average of **14** payment experiences reported from **7** companies.

Recent Derogatory Events

Status	Mar-24	Apr-24	May-24
Placed for Collection	_	139 on acct	_
Bad Debt Written Off	-	-	-

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND



FINANCIAL OVERVIEW - BALANCE SHEET

No Data Available

TRADE PAYMENTS

Highest Past Due:

35,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
700,000	38	800,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries	Branches	Total Members
-	7	181

This company is a Headquarters, Subsidiary.

	Global Ultimate	Immediate Parent	Domestic Ultimate
Name	HNI Corporation	HNI Corporation	HNI Corporation
Country	United States	United States	United States
D-U-N-S	00-526-9709	00-526-9709	00-526-9709
Others	-	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

ALERTS



Please sign up for alerts for this entity's industry.

NEWS

GENERAL INDUSTRY

The old sector zombies with brawn, profitability and sustainability - Part 1 **Hospitality On - En** **05/17/2024**

EARNINGS RELEASE, FINANCIAL NEWS, MERGER AND ACQUISITION

Honeywell (HON) Rides on Business Strength Amid Headwinds **Finanzen.net** **05/16/2024**

MERGER AND ACQUISITION

Honeywell (HON) Rides on Business Strength Amid Headwinds **Yahoo Finanzas - Sitemap** **05/16/2024**

AWARDS

HON Announces Top Sales Distinction Awards to Industry-leading Dealer Partners **Office Insight - Interviews** **05/09/2024**

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Analysts Offer Insights on Industrial Goods Companies: Willscot Mobile Mini Holdings (WSC) and Honeywell International (HON) **Markets Businessinsider.com - News-2** **05/08/2024**

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Berenberg Bank Keeps Their Buy Rating on Honeywell International (HON) **Markets Businessinsider.com - News-2** **05/07/2024**

GENERAL INDUSTRY

New trend in hospitality technologies to enhance the customer experience - Part 2 **Hospitality On - En** **05/03/2024**

GENERAL INDUSTRY

S&P500 Companies Involved in weapons manufacturing **Wealth Awesome** **05/01/2024**

EARNINGS RELEASE, FINANCIAL NEWS

Daily Dividend Report: IBM,VMC,HON,EMN,GPC **Nasdaq** **04/30/2024**

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Is Trending Stock Honeywell International Inc. (HON) a Buy Now? **Finanzen.net** **04/30/2024**

COUNTRY/REGIONAL INSIGHT



United States Of America

Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook.

Risk Category



Available Reports

Country Insight Report (CIR)

Country Insight Snapshot (CIS)

STOCK PERFORMANCE

No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

DAYS BEYOND TERMS - PAST 3 & 12 MONTHS

3 Monthsof Mar-24 to May-24

Days Beyond Terms :1 Days

Dollar-weighted average of**14**
payment experiences reported from**7**companies.

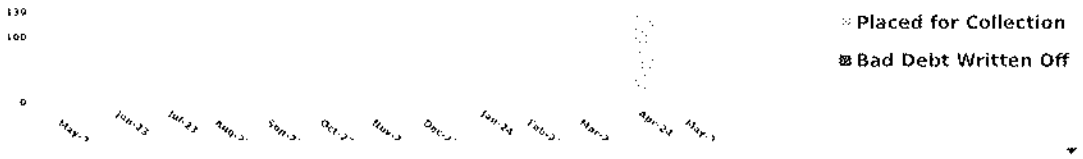
12 monthsof Jun-23 to May-24

Days Beyond Terms :2 Days

Dollar-weighted average of**44**
payment experiences reported from**21**companies.

DEROGATORY EVENTS LAST 13 MONTHS FROM MAY-23 TO MAY-24

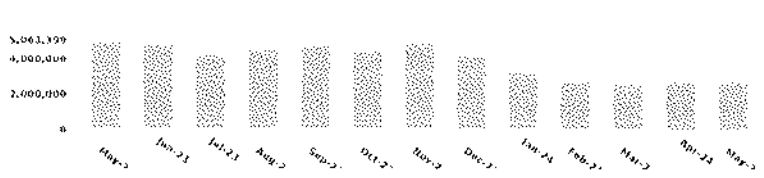
How should I interpret derogatory events?



Status	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Placed for Collection	..	..	..	..	..	..	..	..	..	..	..	139 on 1 acct	..

Bad Debt Written Off

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM MAY-23 TO MAY-24



Status	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Total													
Current													
1-30 Days Past Due													
31-60 Days Past Due													
61-90 Days Past Due													
91+ Days Past Due													

Risk Assessment

Currency. All figures shown in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

470,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **3: 15** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **2** with this model segment: **16** %
- Within this model segment, the average probability of becoming no longer viable:**5** %

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

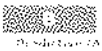
Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:



Subsidiary



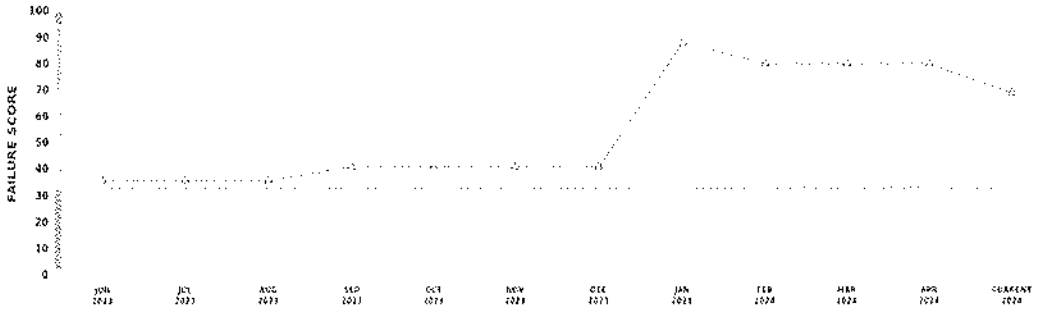
FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- UCC filings reported
- High proportion of slow payment experiences to total number of payment experiences
- Composite credit appraisal is rated fair

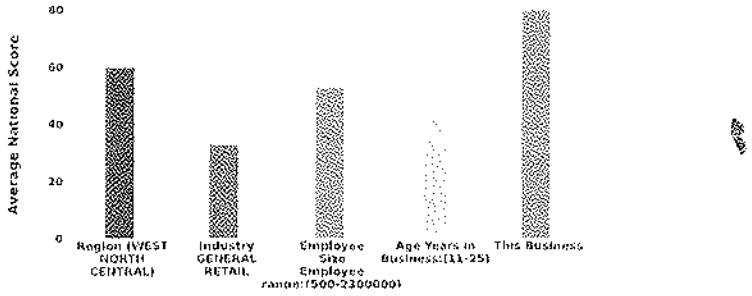
Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
	1533	0.09 %	0.48	2

Business and Industry Trends



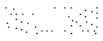
FAILURE SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON



Norms	National %
This Business	88
Region:(WEST NORTH CENTRAL)	60
Industry:GENERAL RETAIL	33
Employee range:(500-27688886)	55
Years in Business:(11-25)	45

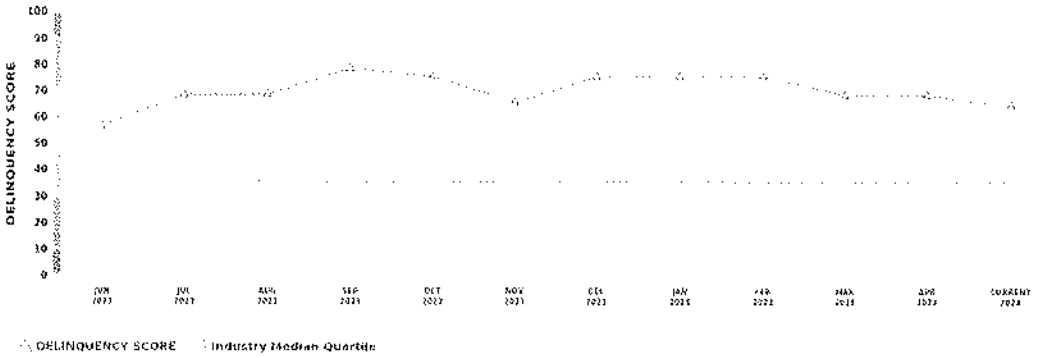
DELINQUENCY SCORE >GRYCORY COMMERCIAL CREDIT SCORE



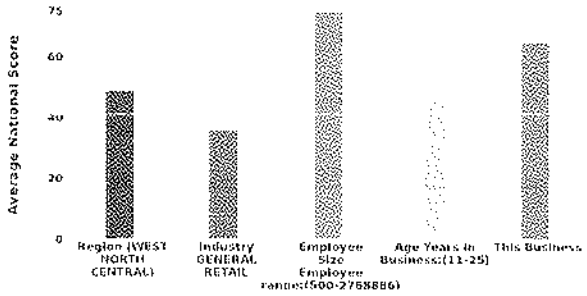
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Evidence of open suits and liens

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
	520	**4.2 %**	**10.2 %**	**3**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON



Selected Segments of Business Attributes

Norms	National %
This Business	69
Region:(WEST NORTH CENTRAL)	49
Industry:GENERAL RETAIL	36
Employee range:(500-27688886)	75
Years in Business:(11-25)	46

D&B PAYDEX



D&B 3 MONTH PAYDEX



When weighted by Amount, Payments to Suppliers average 6 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75

Equals 8 Days Beyond Terms

Based on payments collected 3 months ago.

When weighted by Amount, Payments to suppliers average 30 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

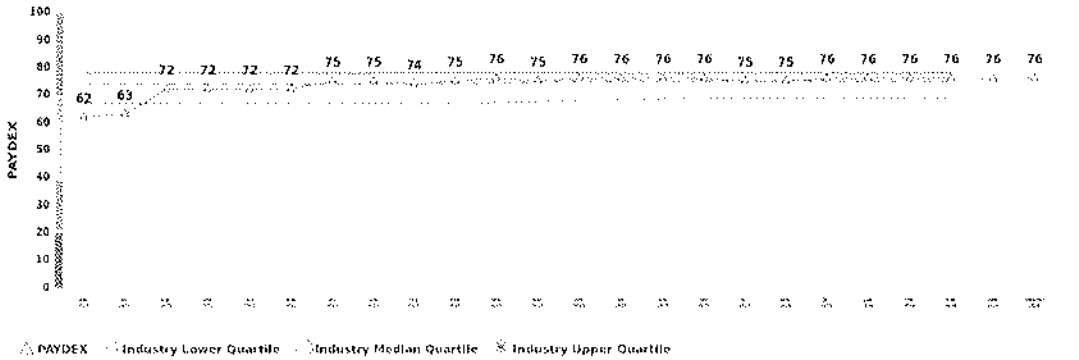
Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75

Equals 8 Days Beyond Terms

Business and Industry Trends

5712 - Ret furniture



D&B RATING

Employee Size	Risk Indicator
1R	**3**
Employee Size	**Risk Indicator**
1R	**4**

Date Applied	D&B Rating
01/11/2022	1R4
06/10/2019	1R3
06/13/2018	1R4
10/31/2016	1R3
02/01/2016	1R2

Trade Payments

Currency. All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

6
Days Beyond Terms

74%

35,000 (USD)

Highest Now Owing :

Total Trade Experiences:

Total Unfavorable Comments :

Total Placed in Collections:

D&B PAYDEX

D&B 3 MONTH PAYDEX

When weighted by Amount, Payments to Suppliers average 6 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Based on payments collected 3 months ago.

When weighted by Amount, Payments to suppliers average 30 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

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Industry Median: 75

Equals 8 Days Beyond Terms

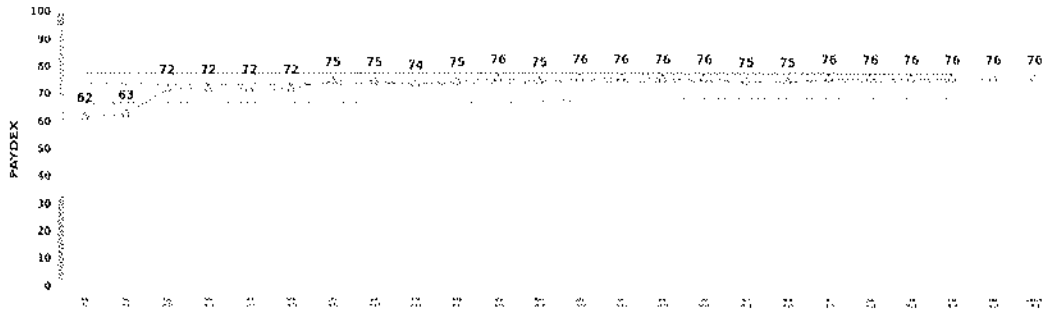
Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75

Equals 8 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

5712 - Ret furniture



PAYDEX · Industry Lower Quartile · Industry Median Quartile · Industry Upper Quartile

	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	Current 2024
This Business	62	63	72	72	72	72	75	75	74	75	76	75	76	76	76	76	75	75	76	76	76	76	76	76
Industry Quartile																								
Upper	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-
Median	74	-	-	74	-	-	74	-	-	74	-	-	75	-	-	75	-	-	75	-	-	75	-	-
Lower	67	-	-	67	-	-	67	-	-	67	-	-	68	-	-	69	-	-	69	-	-	69	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 24 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	2	900,000 (USD)	100
50,000 - 99,999	2	145,000 (USD)	52
15,000 - 49,999	2	45,000 (USD)	44
5,000 - 14,999	3	22,500 (USD)	78
1,000 - 4,999	6	10,500 (USD)	95
Less than 1,000	8	3,250 (USD)	77

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Show: All | Last 3 M

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
25 - Furniture and Fixtures	1	500	100	0	0	0	0
2522 - Mfg nonwd office furn	1	500	100	0	0	0	0
26 - Paper and Allied Products	1	20,000	100	0	0	0	0
2679 - Mfg converted paper	1	20,000	100	0	0	0	0
28 - Chemicals and Allied Products	1	2,500	100	0	0	0	0
2821 - Mfg plastics/resins	1	2,500	100	0	0	0	0
30 - Rubber and Miscellaneous Plastics Products	3	800,000	100	0	0	0	0

3069 - Mfg fabricated rubber	3	800,000	100	0	0	0	0
-34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	7,500	100	0	0	0	0
3442 - Mfg metal doors/trim	1	7,500	100	0	0	0	0
-35 - Industrial and Commercial Machinery and Computer Equipment	2	10,000	60	40	0	0	0
3563 - Mfg air/gas compress	2	10,000	60	40	0	0	0
-42 - Motor Freight Transportation and Warehousing	3	1,000	73	0	0	0	27
4213 - Trucking non-local	3	1,000	73	0	0	0	27
-48 - Communications	1	75,000	100	0	0	0	0
4813 - Telephone communictns	1	75,000	100	0	0	0	0
-50 - Wholesale Trade - Durable Goods	2	1,000	100	0	0	0	0
5063 - Whol electrical equip	1	1,000	100	0	0	0	0
5065 - Whol electronic parts	1	250	100	0	0	0	0
-51 - Wholesale Trade - Nondurable Goods	1	750	0	100	0	0	0
5169 - Whol chemicals	1	750	0	100	0	0	0
-57 - Home Furniture Furnishings and Equipment Stores	1	25,000	0	0	100	0	0
5712 - Ret furniture	1	25,000	0	0	100	0	0
-59 - Miscellaneous Retail	2	70,000	50	25	0	0	25
5999 - Ret misc merchandise	1	70,000	0	50	0	0	50
5943 - Ret stationery	1	50	100	0	0	0	0
-61 - Nondepository Credit Institutions	1	750	100	0	0	0	0
6153 - Short-trm busn credit	1	750	100	0	0	0	0
-76 - Miscellaneous Repair Services	2	2,500	100	0	0	0	0
7694 - Armature rewinding	2	2,500	100	0	0	0	0

9311 - Public Finance, Taxation and Monetary Policy	1	5,000	100	0	0	0	0
9311 - Public finance	1	5,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/24	Pays Promptly	-	20,000	20,000	0	1
04/24	Pays Promptly		7,500	0	0	Between 6 and 12 Months
03/24	Pays Promptly		2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly		2,500	0	0	Between 4 and 5 Months
04/24	Pays Promptly		2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
04/24	Pays Prompt to Slow 30+		10,000	10,000	0	1
04/24	Pays Prompt to Slow 30+		1,000	0	0	Between 6 and 12 Months
03/24	Pays Slow 30+	7/10	25,000	0	0	Between 6 and 12 Months
04/24	Pays Slow 30-120+	-	20,000	20,000	20,000	1
04/24	Placed for collection		0	100	100	
03/24		Cash Account	1,000	0	0	1
04/24		Cash Account	50	0	0	Between 2 and 3 Months
03/24	Pays Promptly		5,000	0	0	1
03/24	Pays Promptly		25,000	25,000	0	1
03/24	Pays Promptly	1 15 N 30	500	500	0	1
12/23	-	Cash Account	100	0	0	1
11/23	Pays Promptly	-	1,000	1,000	0	1
11/23	Pays Promptly		250	100	0	1
11/23	Pays Promptly	-	100	100	0	1
10/23	Pays Promptly		250	250	1	1
10/23	-	Cash Account	250	0	0	Between 6 and 12 Months
09/23		Cash Account	50	0	1	1
08/23	-	Cash Account	500	0	0	Between 6 and 12 Months
08/23		Cash Account	100	0	0	1
08/23	-	Cash Account	50	0	0	Between 6 and 12 Months
06/23			50	0	1	Between 4 and 5 Months
04/23		-	250	0	0	1
02/23	Pays Promptly		50	0	0	Between 6 and 12 Months
02/23	Pays Slow 30+	-	250	0	0	Between 4 and 5 Months
10/22	Pays Promptly		350,000	350,000	5,000	1
10/22	Pays Promptly		100,000	100,000	5,000	1
10/22	Pays Promptly		100	100	0	1
09/22	Pays Promptly		250	250	0	1
08/22		Cash Account	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22		Cash account	100	0	0	1
04/22		Cash account	100	0	0	Between 6 and 12 Months
04/22		Cash account	100	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	17	2,650 (USD)
Payment record unknown	2	300 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	1	0 (USD)
Total in D&B's file	38	1,129,200 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

OWNERSHIP

This Company is a Headquarters, Subsidiary

Global Ultimate, Immediate Parent, Domestic Ultimate
BNI Corporation
United States
D-U-N-S Number: 80-526-8705

BRANCHES LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
The Bon Company LLC	Muscatine, IA, United States Of America	82-836-3247
The Bon Company LLC	Jasper, AL, United States Of America	06-871-2580
The Bon Company LLC	Muscatine, IA, United States Of America	08-015-3481
The Bon Company LLC	Atlanta, GA, United States Of America	13-579-7863
The Bon Company LLC	Washington, DC, United States Of America	17-509-8180
The Bon Company LLC	Irvine, CA, United States Of America	80-582-4666
The Bon Company LLC	Louisburg, NC, United States Of America	80-783-8094

AFFILIATES LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
The Sudbacke Company L.L.C.	Wayland, NY, United States Of America	19-993-6550
Sagus International, Inc.	Temple, TX, United States Of America	12-833-6661
Pash LLC	Muscatine, IA, United States Of America	00-636-4764
PEARL CITY INSURANCE COMPANY	Phoenix, AZ, United States Of America	11-403-0105
OEM, LLC	Holly Springs, NC, United States Of America	93-354-6040
Monessen Holding Company LLC	Muscatine, IA, United States Of America	11-731-3806
Monessen Hearth Systems Company, LLC	Paris, KY, United States Of America	06-781-4444
Midwest Folding Products Corp.	Temple, TX, United States Of America	01-370-6601
Maxon Furniture Inc.	Muscatine, IA, United States Of America	06-769-4315
MJR Partners 3 LLC	Muscatine, IA, United States Of America	07-929-0688
Kimball International, Inc.	Jasper, IN, United States Of America	00-636-5803

Esprit, LLC	Jasper, IN, United States Of America	87-960-8788
Hni International de Mexico, S. de R.L. de C.V.	Ciénega de Flores, NLE, Mexico	58-813-3301
Hni Industries, S. de R.L. de C.V.	Monterrey, NLE, Mexico	81-255-8930
Hni Services LLC	Muscatine, IA, United States Of America	83-170-1417
Hni International Inc.	Muscatine, IA, United States Of America	80-231-0220
Hickory Business Furniture, LLC	Hickory, NC, United States Of America	12-004-5148
Hickory Business Furniture, Inc.	Muscatine, IA, United States Of America	02-095-3638
Hearth & Home Technologies LLC	Lakeville, MN, United States Of America	96-283-1095
HNI Technologies Inc.	Muscatine, IA, United States Of America	83-170-1292
HNI Holdings Inc.	Muscatine, IA, United States Of America	11-731-1900
HHT L.L.C.	Colville, WA, United States Of America	14-863-7528
HMI Partners	Muscatine, IA, United States Of America	11-731-1786
Design Holdings Inc.	Muscatine, IA, United States Of America	11-798-1382
CONTRACT RESOURCE GROUP LLC	Muscatine, IA, United States Of America	02-332-0213
Allseat Inc.	Muscatine, IA, United States Of America	12-031-6711

Legal Events

Currency: All figures shown in USD unless otherwise stated

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

Bankruptcies	Judgements	Liens	Suits	UCCs
No	**0**	**1**	**3**	**27**

EVENTS

Lien - Tax Lien

Filing Date	03/28/2016
Filing Number	201600804751
status	Open
Date Status Attained	03/28/2016
Received Date	04/01/2016
Amount	3,111 (USD)
Debtors	IRON COMPANY LLC
Creditors	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	03/25/2020
Filing Number	2020J03023333
status	Pending
Date Status Attained	03/25/2020
Received Date	03/27/2020
Cause	Negligence

Plaintiffs	COOPER, JAMES W., ELIZABETHTOWN, PA
Defendant	THE HON COMPANY LLC
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/12/2018
Filing Number	201800300918
status	Pending
Date Status Attained	03/12/2018
Received Date	03/16/2018
Cause	Negligence
Plaintiffs	LELLI, JOANE, NORRISTOWN, PA
Defendant	THE HON COMPANY
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/07/2016
Filing Number	141-286388-16
status	Pending
Date Status Attained	07/07/2016
Received Date	07/22/2016
Cause	Unknown
Plaintiffs	BENJAMIN SMIT
Defendant	THE HON COMPANY, LLC
Defendant	AND OTHERS
Court	TARRANT COUNTY CIVIL DISTRICT COURT, FORT WORTH, TX

UCC Filing - Original

Filing Date	04/08/2020
Filing Number	X20032483-3
Received Date	05/08/2020
Collateral	Inventory and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - and OTHERS
Secured Party	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	02/28/2018

Filing Number	18013641-8
Received Date	03/09/2018
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	C & S ASSOCIATES, INC. AS REPRESENTATIVE, CLEVELAND, OH
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	06/22/2015
Filing Number	15040707-6
Received Date	07/16/2015
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL
Debtors	THE HON COMPANY, LLC
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	06/24/2014
Filing Number	14048542-0
Received Date	07/15/2014
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	02/01/2008
Filing Number	X119242-5
Received Date	02/06/2008
Collateral	Accounts receivable and proceeds - General intangible(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	03/07/2007
Filing Number	X088626-2
Received Date	03/22/2007
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	07/13/2006
Filing Number	X067699
Received Date	07/20/2006
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY, THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	06/27/2006
Filing Number	X066421
Received Date	07/10/2006
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY, THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	04/05/2006
Filing Number	P534581
Received Date	04/14/2006
Collateral	Accounts receivable and proceeds - Leased Assets and proceeds - General intangibles(s) and proceeds - Leased Business machinery/equipment and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY, THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	01/09/2006

Filing Number	1*,26800
Received Date	01/25/2006
Collateral	Accounts receivable and proceeds - General intangibles and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, INC., MT LAUREL, NJ
Debtors	IRON COMPANY, THE
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency. All figures shown in USD unless otherwise stated

Financials - D&B

Currency. All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency. All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency. All figures shown in USD unless otherwise stated

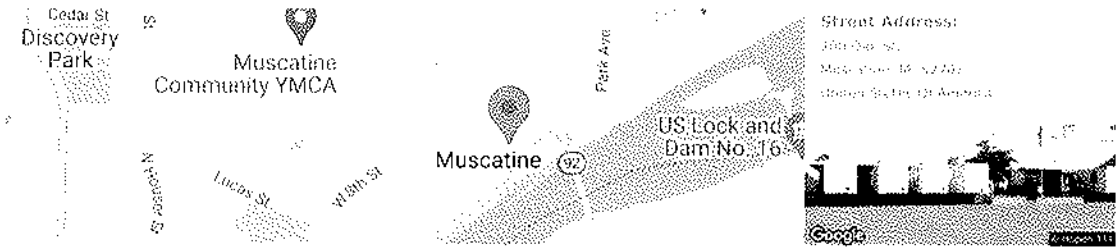
D&B currently has no financial information on file for this company

Company Profile

Currency. All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S	**Mailing Address**	**Employees**
Legal Form	**Telephone**	**Age (Year Started)**
History Record	**Website**	**Named Principal**
Date Incorporated	**Present Control Succeeded**	**Line of Business**
Business Commenced On	**SIC**	
State of Incorporation	**NAICS**	
Ownership		



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2024-05-10
This data is for informational purposes only. certification can only be obtained through the Office of the Secretary of State.

Registered Name	THE HON COMPANY LLC
Corporation Type	Unknown
State of Incorporation	IOWA
Registration ID	230031
Registration Status	ACTIVE
Filing Date	07/02/1999
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	C T CORPORATION SYSTEM
Address	400 E COURT AVE, DES MOINES, IA, 503090000
Registered Principal	
Name	HON INDUSTRIES INC.
Title	.
Address	414 E 3RD ST, MUSCATINE, IA, 527610000

PRINCIPALS

Officers

BRANDON BULLOCK, PRES

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 03/27/2024

The Iowa Secretary of State's business registrations file showed that The Hon Company LLC was registered as a Limited Liability Company on July 2, 1999, under the registration file number 230031.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1999.

BRANDON BULLOCK, Antecedents not available.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 03/27/2024

Business Information

Trade Names	(SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA); HON COMPANY; LEWIS OFFICE LLC
Description	Subsidiary of HNI Corporation, Muscatine, IA which operates as a manufacturer, wholesaler and retailer of office furnitures. HNI Corporation holds 100% ownership interest. As noted, this company is a subsidiary of HNI Corporation, DUNS # 00-526-9709, and reference is made to that report for background information on the parent company and its management. Retails furniture, specializing in office furniture (100%). Terms are Net 30 days. Sells to commercial concerns. Territory : International.
Employees	4,000 which includes officer(s). 456 employed here.
Financing Status	Secured
Seasonality	Nonseasonal.
Tenure	Rents
Facilities	Rents premises on 2nd floor of a multi story building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5712	Ret furniture	.
57129904	Office furniture	.

NAICS Codes	NAICS Description
449110	Furniture Retailers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	Yes

Activity Summary	
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

Currency: All figures shown in USD unless otherwise stated

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
The Hon Company LLC	ACCOUNT - #1349	No Action Recommended	02/26/2021
The Hon Company LLC	ACCOUNT - #1140	No Action Recommended	02/26/2021

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders:

Account Number	**Endorsement/Billing Reference** *	**Sales Representatives**
Credit Limit	**Total Outstanding**	**Your Information Currency**

Audit Trail

Text

Date/Time of the Event	Event Name	Triggered By	Message
05/22/2024 10:57 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
01/11/2024 11:43 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled

Federal Information

FEDERAL EMPLOYER IDENTIFICATION NUMBER

DUN & Bradstreet, Inc. has compiled the following FEIN numbers for the business name in this report from the sources below. Dun & Bradstreet, Inc. provides this information "AS IS" with no guarantee as to its accuracy.

FEIN	Business Name	Address	Source	Date
42-1491474	THE HON COMPANY	P. O. BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	03/01/2009
42-1491474	THE HON COMPANY	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	12/31/2003
42-1491474	THE HON COMPANY OWENSBORO WELFARE PLAN FOR LOCAL 2	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	03/01/2006
42-1161782	HENDERSON PIANO COMPANY,	PO BOX 1109, Muscatine, IA, 52761	TEXAS BUSINESS REGISTRATIONS	05/01/2015

FEIN	Business Name	Address	Source	Date
42-1316997	HON INDUSTRIES INC VOLUNTARY EMPLOYEES BENEFICIARY	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY - TAX EXEMPT	12/29/2005

CORPORATE FAMILY RELATIONSHIPS

The following establishments related to the subject of this report have reported activity with the Federal Government.
This is not a complete corporate family structure. To order more information on this business' corporate structure, use D&B's Global Family Linkage product.

D-U-N-S®	Business Name	Loans	Claims	Debarments	Contracts	Grants
00-636-5803	KIMBALL INTERNATIONAL, INC.	No	No	No	Yes	No
08-824-4231	KIMBALL INTL BRANDS INC	Yes	No	No	No	No
13-913-7611	NATIONAL OFFICE FURNITURE INC	No	No	No	Yes	No
01-052-4036	RNI CORPORATION	No	Yes	No	No	No
09-616-3746	DELVE INTERIORS, LLC	No	No	No	Yes	No
86-781-4444	MONESSEN HEARTH SYSTEMS CO LLC	No	Yes	No	No	No
12-804-5148	HICKORY BUSINESS FURNITURE LLC	No	No	No	Yes	No
00-636-4764	PAOLI LLC	No	Yes	No	Yes	No
12-031-6711	ALLSTEEL INC.	No	No	No	Yes	No
06-769-4315	MAXON FURNITURE INC.	No	No	No	Yes	No
19-993-6550	GUNLOCKE COMPANY L.L.C.	No	Yes	No	Yes	No

REPORTED U.S. GOVERNMENT CONTRACT ACTIONS

Reported Date	Contract Awarded	Contract ID	Contract Amount	Contract Name	Federal Supplier Code	Action Type	Contract Office & Agency
10/31/2019	2019-03	7D04/2	3,000 (USD)	OFFICE FURNITURE	7110	PURCH USING SIMPLIFIED ACQ. PROCEDURES	DEPT OF DEFENSE
01/24/2019	2018-09	W912HR16F503S/	47,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
01/24/2019	2018-08	W912HR18F5011/	66,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
01/24/2019	2018-09	W912LC18F5023/	11,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
01/24/2019	2018-09	W911SA18PV229/	21,000 (USD)	OFFICE FURNITURE	7110	PURCH USING SIMPLIFIED ACQ. PROCEDURES	DEPT OF DEFENSE

REPORTED FEDERAL LOANS AND LOAN GUARANTEES

No government activity has been found in this section.

CLAIMS, FEES, FINES, OVERPAYMENTS, PENALTIES AND OTHER MISC. REPORTED DEBTS TO FEDERAL AGENCIES

Reported Date	Established Date	Type	Amount	Current Due	Balance Due	Past Due	Cause	Federal Creditor	Account ID
07/10/2017	01/17/2014	PENALTY	6,670 (USD)	0 (USD)	0 (USD)	0 (USD)	ECHO FORMAL PENALTY	ENVIRONMENTAL PROTECTION AGCY	1108004(S86;

REPORTED PARTY EXCLUDED FROM FEDERAL PROGRAM(S)

No government activity has been found in this section.

REPORTED U.S. GOVERNMENT GRANT AWARDS

No government activity has been found in this section.

HON FULL LIFETIME WARRANTY INFORMATION

HON

FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2013. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- 4-Way Stretch Mesh
- Seating controls
- Pneumatic Cylinders
- Wood Seating
- Accessories
- Laminate Surfaces

HON'S FULL 10-YEAR WARRANTY

- Coordinate™ Height Adjustable Bases (HHATB)

HON'S FULL 7-YEAR WARRANTY

- Coordinate™ Legacy Bases (HHAB and HREC)
- Workwall Markerboard Glass Tiles

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Coze™
- Between™ Multi-Purpose Table
- Acoustic Solutions by Unika Vaev
- Mod

HON'S FULL 1-YEAR WARRANTY

- Acrylic Screens

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12-, 10-, and 5-year warranties. These exclusions are:

- All HON products that are covered under a separate 5-year warranty.
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfer caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.
- Fabric pattern match seat to back or chair to chair. If pattern match is needed, please submit a Tailored Solutions request or contact HON Customer Support/Tailored Solutions with questions.
- Storage Digilocks come with a 2-year warranty.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

HON LIMITED 5-YEAR WARRANTY

YOUR HON LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace HON products or components covered under this warranty that are found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to products listed on page 2 manufactured after January 1, 2018.

LIMITATIONS:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

EXCLUSIONS:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

SEATING USAGE:

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A WORD ABOUT COLOR VARIATIONS, FABRICS AND FINISHES:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

CUSTOMER'S OWN MATERIAL (COM)

Not available on HON products covered under the HON 5-year warranty.
TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

TO OBTAIN SERVICE UNDER THIS WARRANTY:

Your HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.

HON LIMITED 5-YEAR WARRANTY

PRODUCT LIST:

H432
H434
H482
H484
HBL2101
HBL2101BF
HBL2102
HBL2103
HBL2111
HBL2111BF
HBL2115
HBL2121
HBL2123
HBL2145
HBL2146
HBL2155
HBL2162
HBL2163
HBL2164
HBL2171
HBL2180
HBL2183
HBL2194
HBL2211
HBL2213
HBL42CU
HBL72BFMODG
HBL72HDG
HBLC48D
HBLC72R
HBLH3160
HBLH3170
HBLMT48A
HBLMT48B
HBLMT48R
HBLMTO48A
HBLMTO48B
HBLMTO48R
HBLPBRIDGE
HBLPCLASSIC
HBLPCONTEMP
HBLPWC
HBMP2B
HBMP2F
HBMPT4824P
HBMPT4824X
HBMPT48MOD
HBMPT6024P
HBMPT6024X
HBMPT60MOD
HBMPT7224P
HBMPT7224X
HBMPT72MOD
HBTMS
HBV-P4224
HBV-P4230
HBV-P4236
HBV-P4242
HBV-P4248
HBV-P4260
HBV-P4272
HBV-P6024
HBV-P6030
HBV-P6036
HBV-P6042
HBV-P6048
HBV-P6060
HBV-P6072
HBV-P7224
HBV-P7230
HBV-P7236
HBV-P7242
HBV-P7248
HBV-P7260
HBV-PBS
HBV-PWB1
HBV-QC180
HBV-QC90
HBV-TBASE
HBV-VSH24
HBV-VSH30
HBV-VSH36
HBV-VSH42
HBV-VSH48
HBV-VSH60
HBXRISER
HC184236
HC187236
HML8851
HML8852
HML8858
HMNG15PED
HMNG30FCD
HMNG30FCO
HMNG30STDM
HMNG36FCD
HMNG360VRD
HMNG36STDM
HMNG48WKSL
HMNG600VRD
HMNG60WKS
HMNG60WKSL
HMNG72WKS
HMNGDLEG
HMNGOHLEG
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HVL982
HVL991
HVL995
HVLPERCH
HBLDCH7296A1
HBLDCH7296ES
HBLDCH7296N
HBLDCHL7272A1
HBLDCHL7272ES
HBLDCHL7272N
HBLLPP6678A1
HBLLPP6678ES
HBLLPP6678N
HBLLPP8484A1
HBLLPP8484ES
HBLLPP8484N
HBLMTB12A1
HBLMTB12ES
HBLMTB12N
HBLMTB16A1
HBLMTB16ES
HBLMTB16N
HBLMTB8A1
HBLMTB8ES
HBLMTB8N
HVL891
HVL892
HVL893
HVL894
HVL895
HBLMTR12A1
HBLMTR12ES
HBLMTR12N
HBLMTR16A1
HBLMTR16ES
HBLMTR16N
HBLMTR8A1
HBLMTR8ES
HBLMTR8N
HBLP3060A1
HBLP3060ES
HBLP3060N
HBLPP3066A1
HBLPP3066ES
HBLPP3066N
HBLUPP7210A1
HBLUPP7210ES
HBLUPP7210N
HBLUPPH72114ES
HBLUPPH72114A1
HBLUPPH72114N
HMLDP6024W
HMLDP6024C
HMLDPFO7660W
HMLDPFO7660C
HMLDF6060W
HMLDF6060C
HMLDPF7260W
HMLDPF7260C
HMLDPFO7260W
HMLDPFO7260C
HMLDPFO76602W
HMLDPFO76602C
HMLDPFO6082W
HMLDPFO6082C
HMLD60W
HMLD60C
HMLDF60W
HMLDF60C

Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

Exceptions

5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, monitor supports and tablet arm assemblies, wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments, and tailoring.

3 Years

Electrical components and power supplies, ballasts, height adjustment mechanisms and pneumatic cylinders, casters, glides, exposed wood frames and legs, marker and tack board surfaces, granite, marble and glass surfaces, and replacement parts.

2 Years

Graded-In HBF Textiles cover materials including, but not limited to, textiles, leathers and faux leathers. Licensed products are warranted to the original purchaser to be free from defects in materials and workmanship for a period of two (2) years from date of shipment, except as noted under the exclusions below.

Exclusions

Warranty does not apply to product failure or loss resulting from:

- Acts of nature, civil disobedience or social unrest.
- Normal wear and tear.
- COM (Customer's own materials) including, but not limited to solid surfaces, linoleum, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Failure to apply, install, clean or maintain products according to published HBF or manufacturer instructions and guidelines.
- Use of harsh, abrasive or acidic cleaning agents; and chemicals or agents that may alter or degrade the appearance, materiality and structural integrity of the product.
- Physical or chemical abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product.
- Unauthorized repair of the product.
- Products exposed to extreme environmental conditions, direct sunlight or improper storage.
- Products exposed to outdoor use, unless manufactured specifically for outdoor conditions.
- Products used for rental purposes.
- Substitution of any unauthorized components that are integral to the performance of the product.

Warranty does not cover:

- Replacement parts are covered for three (3) years or the balance of the original warranty, whichever is longer. Replacement parts for licensed products are covered for one (1) year of the balance of the original warranty, whichever is longer.
- Damage caused by carriers or concealed damage. Damage caused in-transit will be handled under separate terms.
- Damage caused by dealers and their subcontractors or agents.
- Custom and special product(s) are covered for three (3) years, and all other exclusions apply.
- Variations in surface and solid materials including color, grain, marbling, texture and veining.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Variations in textiles and other upholstery materials due to inconsistencies between dye lots.
- Color fastness due to aging or exposure to artificial or natural sunlight.
- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installers.

Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, HBF will, at its sole discretion, either repair or replace the product free of charge, which includes delivery and labor costs. If HBF determines the repair or replacement of the product(s) is not commercially practical, HBF may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after June 1, 2017. For products purchased prior to June 1, 2017, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRAN-TY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HICKORY BUSINESS FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Hickory Business Furniture or one of its Authorized Resellers.

Dealer Name:	Address:	City:	State:	Zip:
ARCTIC OFFICE PRODUCTS	100 W FIREWEED LN	ANCHORAGE	AK	99503-2604
ARCTIC OFFICE PRODUCTS	1611 UNIVERSITY AVE S	FAIRBANKS	AK	99709-4989
THINK OFFICE LLC	1320 E 68TH AVE	ANCHORAGE	AK	99518
DIVISION 12 CONSULTING	4707 MCGILL CT	HOOVER	AL	35226
A-Z OFFICE RESOURCE INC	113 JETPLEX CIR STE A1	MADISON	AL	35758-8956
BUSINESS INTERIORS INC.	2309 5TH AVENUE SOUTH	BIRMINGHAM	AL	35233
BUSINESS INTERIORS INC.	1141 LAGOON BUSINESS LOOP	MONTGOMERY	AL	36117
BUSINESS INTERIORS INC.	100 CHURCH STREET SW STE 250	HUNTSVILLE	AL	35801
INTERIOR ELEMENTS LLC	2320 1ST AVE N STE 110	BIRMINGHAM	AL	35203-4302
KYSER OFFICEWORKS	2400 SPRUCE STREET	MONTGOMERY	AL	36107
MCALEER'S OFFICE FURNITURE	3305 SPRINGHILL AVE	MOBILE	AL	36607
OFFICE EQUIPMENT COMPANY OF MOBILE INC.	104 EAST I65	MOBILE	AL	36607
OSCO INTERIORS	229 GRANT STREET SE	DECATUR	AL	35601
PRINTERS & STATIONERS INC	113 N COURT ST	FLORENCE	AL	35630-4767
PRINTERS & STATIONERS INC	551 VETERANS DR	FLORENCE	AL	35630-5745
US BUSINESS PRODUCTS INC	3860 NAPIER FIELD RD	DOTHAN	AL	36303-0928
DAVID MARTIN INC.	4502 ACCESS RD	JONESBORO	AR	72401
ELITE WORKSPACE SOLUTIONS, LLC	711 E POINTER TRAIL	VAN BUREN	AR	72956
L & M OFFICE FURNITURE	2207 CANTRELL RD	LITTLE ROCK	AR	72202
MOSER CORPORATION	601 N 13TH ST	ROGERS	AR	72756
PETTUS OFFICE PRODUCTS	2 FREEWAY DR	LITTLE ROCK	AR	72204
ATMOSPHERE COMMERCIAL INTERIORS	815 N CENTRAL AVE	PHOENIX	AZ	85004-2004
ATMOSPHERE COMMERCIAL INTERIORS	88 E BROADWAY BLVD STE 100	TUCSON	AZ	85701-1720
FORWARD TILT	6340 E THOMAS RD, STE: 200	SCOTTSDALE	AZ	85251
WIST BUSINESS SUPPLIES	107 W JULIE DRIVE	TEMPE	AZ	85283
AAA BUSINESS SUPPLIES & INTERIORS	325 MENDELL ST	SAN FRANCISCO	CA	94124
AAA BUSINESS SUPPLIES & INTERIORS	1915 MARK CT #150	CONCORD	CA	94520
AAA BUSINESS SUPPLIES LP DBA PALACE BUSINESS SOLUTIONS	275 MENDELL STREET	SAN FRANCISCO	CA	94124
ABI OFFICE FURNITURE INC	9373 ACTIVITY RD STE L	SAN DIEGO	CA	92126-4409
BASK	4 PARK PLAZA	IRVINE	CA	92614
BERNARDS OFFICE FURNITURE	20935 WARNER CENTER LN STE B	WOODLAND HILLS	CA	91367-6511
BLUESPACE INTERIORS	23303 LA PALMA AVE	YORBA LINDA	CA	92887-4773
BLUESPACE INTERIORS	2840 N LIMA ST STE 110	BURBANK	CA	91504-2506
BUSINESS OFFICE OUTFITTERS	8807 CLAIREMONT MESA BLVD.	SAN DIEGO	CA	92123
CAL BENNETTS	615 N PLAZA DRIVE	VISALIA	CA	93291
CAMPBELL KELLER	3766 BRADVIEW DR	SACRAMENTO	CA	95827-9702
CAMPBELL KELLER	3041 65TH ST STE 3	SACRAMENTO	CA	95820-2021
COMPLETE OFFICE OF CA	12724 MOORE STREET	CERRITOS	CA	90703
CORPORATE BUSINESS INTERIORS (IRVINE)	3501 JAMBOREE RD STE 400	NEWPORT BEACH	CA	92660-2939
D&R OFFICE WORKS, INC.	9956 BALDWIN PLACE	EL MONTE	CA	91731
G&M BUSINESS INTERIORS	1099 W LA CADENA DR	RIVERSIDE	CA	92501
HOOVER'S COMMERCIAL SERVICES DBA 8E WORKPLACE DESIGN	5159 COMMERCIAL CIR UNIT C	CONCORD	CA	94520
INSIDE SOURCE INC	985 INDUSTRIAL RD STE 101	SAN CARLOS	CA	94070-4157
INSIDE SOURCE INC	1221 DIAMOND WAY	CONCORD	CA	94520-5209
INSIDE SOURCE INC	2 EMBARCADERO CTR STE R2308	SAN FRANCISCO	CA	94111-3823
KIRKSEY & CO INC	18500 VON KARMAN AVE SUITE 350	IRVINE	CA	92612
MB CONTRACT FURNITURE	1001 GALAXY WAY STE 100	CONCORD	CA	59706
OFFICE & ERGONOMIC SOLUTIONS INC	8480 UTICA AVE	ANCHO CUCAMONG	CA	91730-3808
ONE WORKPLACE	2500 DE LA CRUZ BLVD.	CLARA	CA	95050
PARRON HALL CORPORATION	9655 GRANITE RIDGE DR STE 100	SAN DIEGO	CA	92123-2697
QUALITY OFFICE FURNISHINGS INC	23825 VIA DEL RIO	YORBA LINDA	CA	92887-2727
SIERRA SCHOOL EQUIPMENT COMPANY	3003 CITATION WAY	BAKERSFIELD	CA	93308
SOURCE CREATIVE OFFICE INTERIORS	18600 MACARTHUR BLVD.	IRVINE	CA	92612

STINSON STATIONERS	200 SONORA ST	BAKERSFIELD	CA	93305-5724
TANGRAM INTERIORS LLC	9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670-2645
TANGRAM INTERIORS LLC	1375 DOVE ST STE 300	NEWPORT BEACH	CA	92660-2406
TANGRAM INTERIORS LLC	7415 MEANY AVE	BAKERSFIELD	CA	93308
TANGRAM INTERIORS LLC	677 W PALMDON DR STE 101	FRESNO	CA	93704-1094
TOTAL CORPORATE SOLUTIONS	20335 S. WESTERN AVE	TORRANCE	CA	90501
TRICOUNTY OFFICE FURNITURE	1013 STATE ST, SANTA BARBARA	SANTA BARBARA	CA	93101
TRICOUNTY OFFICE FURNITURE	3955 E MAIN ST	VENTURA	CA	93003-5223
AMERICAN FURNITURE WAREHOUSE	8820 AMERICAN WAY	ENGLEWOOD	CO	80111
BC INTERIORS INC-HON	3550 FRONTIER AVE STE C2	BOULDER	CO	80301-2430
CONTRACT FURNISHINGS INC (DENVER)	3115 E 40TH AVE	DENVER	CO	80205-3659
DESKS INCORPORATED	445 BRYANT STREET, STE 8	DENVER	CO	80204
IE CONNECT LLC	1331 19TH STREET	DENVER	CO	80202
PROSPACE INTERIORS	50 HEINZ STREET	DELTA	CO	81416
RMRM INC-HON	520 NICHOLS BLVD	COLORADO SPRINGS	CO	80907-5437
SLATE	2501 BLAKE STREET	DENVER	CO	80205
SOURCE OFFICE & TECHNOLOGY	13350 W 43RD DR	GOLDEN	CO	80403-7238
WORKSPACE INNOVATIONS LTD	4414 E HARMON RD	FT. COLLINS	CO	80528
SUN TURTLE OFFICE FURNITURE-HON	1 BAILEY CIR	NEW LONDON	CT	06320-5865
COFCO, A HENRICKSEN COMPANY	1725 I STREET NW, STE: 250	WASHINGTON	DC	20006
EVENSONBEST LLC	1000 VERMONT AVE NW	WASHINGTON	DC	20005
PEABODY OFFICE	1310 L ST NW	WASHINGTON	DC	20005
STANDARD BUSINESS FURNITURE	35 SHERIDAN ST NW	WASHINGTON	DC	20011-1413
ALIGN 1 SOLUTIONS, LLC	1301 E BROWARD BLVD.	FORT LAUDERDALE	FL	33301
AMERICAN BUSINESS INTERIORS	2015 WAVERLY PL	MELBOURNE	FL	32901
AMERICA'S OFFICE SOURCE	706 TURNBULL AVE STE 305	ALTAMONTE SPRINGS	FL	32701
AMERICA'S OFFICE SOURCE	3803 CROSSROADS PKWY	FORT PIERCE	FL	34945
AMERICA'S OFFICE SOURCE	1100 25TH ST	WEST PALM BEACH	FL	33407-5609
BUSINESS INTERIORS INC.	111 S DE VILLIERS ST STE C	PENSACOLA	FL	32502
BUSINESS INTERIORS INC.	1211 GOVERNORS SQUARE BLVD. STE 100	TALLAHASSEE	FL	32301
BUSINESS INTERIORS INC.	4210 NW 37TH PL STE 500	GAINESVILLE	FL	32606
COMMERCIAL DESIGN SERVICES INC.	5805 BARRY RD	TAMPA	FL	33634
COMMERCIAL DESIGN SERVICES INC.	508 CAPITAL CIR SE STE C	TALLAHASSEE	FL	32301
COMMERCIAL DESIGN SERVICES INC.	8172 BAYMEADOWS WAY W	JACKSONVILLE	FL	32256
COMMERCIAL DESIGN SERVICES INC.	2405 LUCIEN WAY, STE 250	MAITLAND	FL	32751
COMPASS OFFICE SOLUTIONS	2450 HOLLYWOOD BLVD.	HOLLYWOOD	FL	33020
CORPORATE INTERIORS INC (ST PETERSBURG)	150 BUSCH DRIVE, #28360	JACKSONVILLE	FL	32226
CORPORATE INTERIORS INC (ST PETERSBURG)	902 CLINT MOORE RD	BOCA RATON	FL	33487-2800
CORPORATE INTERIORS INC (ST PETERSBURG)	12115 28TH ST N	SAINT PETERSBURG	FL	33716-1821
CORPORATE INTERIORS INC (ST PETERSBURG)	511 N FRANKLIN ST	TAMPA	FL	33602-4810
EMERALD COAST OFFICE PRODUCTS INC	3355 COPTER RD STE 3	PENSACOLA	FL	32514-7082
ERNIE MORRIS ENTERPRISES INC	232 N MAIN ST	BUSHNELL	FL	33513-5911
ERNIE MORRIS ENTERPRISES INC	1802 N ALAFAYA TRL	ORLANDO	FL	32826-4716
ERNIE MORRIS ENTERPRISES INC	4511 N HIMES AVE	TAMPA	FL	33614-7074
GALLOWAY OFFICE SUPPLIES & FURNITURE	10201 NW 21ST	DONAL	FL	33172
HOLMES & BRAKEL INTERNATIONAL INC	8933 WESTERN WAY ST. 2	JACKSONVILLE	FL	32256
HOLMES & BRAKEL INTERNATIONAL INC	3901 COCONUT PALM DR STE: 102	TAMPA	FL	33619
INTEGRATED FACILITY SYSTEMS	318 N MONROE ST	TALLAHASSEE	FL	32301
INTERIOR RESOURCE GROUP	11838 W COQUINA COURT	CRYSTAL RIVER	FL	34429
JC WHITE ARCHITECTURAL INTERIOR PRODUCTS	1662 NW 215 STREET	MIAMI GARDENS	FL	33056
MARCO OFFICE SUPPLY & PRTG	220 INDUSTRIAL BLVD	NAPLES	FL	34104-3704
OEC BUSINESS INTERIORS (GAINESVILLE)	1601 NW 80TH BLVD	GAINESVILLE	FL	32606-9140
OFFICE ENVIRONMENTS & SERVICES (OE&S)	1524 SAN MARCO BLVD.	JACKSONVILLE	FL	32207
OFFICE EXPRESS SUPPLIES INC.	8005 W 20TH AVE	HIALEAH	FL	33014
OFFICE WORX INC	475 ROBERTS RD	OLDSMAR	FL	34677
PERDUE OFFICE INTERIORS	5 W FORSYTH ST, STE 100	JACKSONVILLE	FL	32202

PERDUE OFFICE INTERIORS	313 N MONROE ST, STE 101	TALLAHASSEE	FL	32301
SIGNATURE PRODUCTS INC. DBA SIGNATURE SCHOOL PRODUCTS	220 SPRINGVIEW COMMERCIAL DR	DEBARY	FL	32713
SMITH OFFICE COMPUTER SUPPLY	1009 S 21ST AVE	HOLLYWOOD	FL	33020
STUDIO 71	8859 LA TERRAZZA PL	JACKSONVILLE	FL	32210
WORKSCAPES, INC.	8771 COLLEGE PARKWAY, SUITE 204, FORT MYERS	FORT MYERS	FL	33919
WORKSCAPES, INC.	1173 N ORANGE AVE	ORLANDO	FL	32804
WORKSCAPES, INC.	501 E KENNEDY BLVD	TAMPA	FL	33602
WORKSCAPES, INC.	1505 DENNIS ST, STE 600	JACKSONVILLE	FL	32204
YOUR SCHOOL RESOURCE GROUP DBA 3 OAKS RESOURCE GROUP	7600 SW 129TH STREET	PINECREST	FL	33256
AMERICAN INTERIORS	250 N ORLANDO AVE. SUITE 1600	ORLANDO	FL	32789
AMERICAN INTERIORS	100 S ASHLEY DR. SUITE 1300	TAMPA	FL	33602
ADVENT BUSINESS INTERIORS	1318 US HWY 82 W	LEESBURG	GA	31763
AUGUSTA BUSINESS INTERIORS INC	3127 DAMASCUS RD STE G	AUGUSTA	GA	30909-4000
CORPORATE ENVIRONMENTS	1636 NE EXPY	BROOKHAVEN	GA	30329
ERNIE MORRIS ENTERPRISES INC	2535 IVY ST E	CUMMING	GA	30041-6459
FOWLER OFFICE INTERIORS	940 W BROAD ST	ATHENS	GA	30601
MALONE OFFICE ENVIRONMENTS	1345 13TH AVE	COLUMBUS	GA	31901-2347
MALONE OFFICE ENVIRONMENTS	1344 12TH AVE	COLUMBUS	GA	31901
MASON INC.	2301-B ROWLAND AVE	SAVANNAH	GA	31404
MCGARITYS BUSINESS PRODUCTS	870 GROVE ST	GAINESVILLE	GA	30501
OFFICE CREATIONS	5250 BROOK HOLLOW PKWY	NORCROSS	GA	30071
OFFICE FURNITURE EXPO	5385 BUFORD HWY NE	DORAVILLE	GA	30340
OFFICE IMAGES	1515 HOLCOMB WOODS PKWY	ROSWELL	GA	30076
OFFICE INTERIORS INC (ATLANTA)	260 PEACHTREE ST NW STE 501	ATLANTA	GA	30303-1201
PERIMETER OFFICE PRODUCTS	3505 NEWPOINT PLACE	LAWRENCEVILLE	GA	30043
YOUNG OFFICE ENVIRONMENTS INC	1464 E VICTORY DR	SAVANNAH	GA	31404-4108
FISHER HAWAII	950 MANUNAPUNA STREET	HONOLULU	HI	96819
ALL MAKES OFFICE EQUIPMENT (DES MOINES)	500 E COURT AVE STE: 150	DES MOINES	IA	50309
ALL MAKES OFFICE EQUIPMENT (DES MOINES)	3970 NW URBANDALE DR	URBANDALE	IA	50322
BAILEY OFFICE OUTFITTERS	123 E 2ND ST	OTTUMWA	IA	52501
IOWA ILLINOIS OFFICE SOLUTIONS	5117 TREMONT AVE STE: A	DAVENPORT	IA	52807
KIRK GROSS	4015 ALEXANDRA DR	WATERLOO	IA	50702
OFFICE ELEMENTS (SIOUX CITY)	1102 4TH ST.	SIOUX CITY	IA	51101
OFFICE ELEMENTS (SIOUX CITY)	930 27TH AVE SW	CEDAR RAPIDS	IA	52404
STOREY KENWORTHY OFFICE SUPPLIES	309 LOCUST ST	DES MOINES	IA	50309
STOREY KENWORTHY OFFICE SUPPLIES	424 S BELL AVE	AMES	IA	50010
TALLGRASS BUSINESS RESOURCES	218 2ND ST	CORALVILLE	IA	52802
WELTER STORAGE	1945 BLAIRSFERRY ROAD NE	CEDAR RAPIDS	IA	52402
COMPLETE OFFICE LLC (WASHINGTON)	8491 W ELISA ST	BOISE	ID	83709-3615
FREEFORM	176 S CAPITOL BLVD	BOISE	ID	83702
IE CONNECT LLC	1290 W MYRTLE ST. STE 160	BOISE	ID	83702
INTERMOUNTAIN DESIGN	7840 GRATZ DR	BOISE	ID	83709-0771
PORTERS OFFICE PRODUCTS	1050 N 2ND EAST	REXBURG	ID	83440
ALLMAKES OFFICE FURNITURE	2334 4TH AVENUE	MOLINE	IL	61265
ARTHUR P O'HARA INC-HON	2801 CENTRE CIR DR	DOWNERS GROVE	IL	60515-1093
ATMOSPHERE COMMERCIAL INTERIORS	801 N PERRYVILLE RD STE 3	ROCKFORD	IL	61107-6232
CORPORATE CONCEPTS	500 WATERS EDGE LANE	LOMBARD	IL	60148
FRANK COONEY CO	700 TOUHY AVE	ELK GROVE	IL	60007
FRANK COONEY CO	1226 N MICHAEL DR STE C	WOOD DALE	IL	60191-1056
GARVEY'S OFFICE PRODUCTS	7500 N CALDWELL AVE	NILES	IL	60714
HENRICKSEN & COMPANY INC	1101 W THORNDALE AVE	ITASCA	IL	60143-1334
HENRICKSEN & COMPANY INC	401 SW WATER ST STE 507	PEORIA	IL	61602-1587
ILLINI SUPPLY INC.	111 ILLINI DRIVE	FORSYTH	IL	62535

KENTWOOD OFFICE FURNITURE INC	330 W ROOSEVELT RD	LOMBARD	IL	60148-4220
LAN OFFICE FURNISHINGS	410 E MAIN ST STE 102	BARRINGTON	IL	60010-4568
LARSON EQUIPMENT & FURNITURE CO	1000 E STATE PKWY STE F	SCHAUMBURG	IL	60173-4592
LOWERY MCDONNELL COMPANY	960 LIVELY BLVD	WOOD DALE	IL	60191-1204
MIDWEST OFFICE INTERIORS INC	10330 ARGONNE WOODS DR STE 600	WOODRIDGE	IL	60517-5102
MYOFFICEPRODUCTS LLC	9747 FOSTER AVE	SCHILLER PARK	IL	60176-1047
OFFICE ESSENTIALS INC	1999 WABASH AVE STE 200	SPRINGFIELD	IL	62704-5374
OFFICE ESSENTIALS INC	4765 INDUSTRIAL AVE	SPRINGFIELD	IL	62703-5319
OFFICE PLUS SOLUTIONS AND SUPPLY	1428 W GLEN FLORA AVE	WAUKEGAN	IL	60085-1717
OFFICE SPECIALISTS INC	143 E FERRIS ST	GALESBURG	IL	61401
SBM BUSINESS EQUIPMENT CENTER	501 LOCUST ST	STERLING	IL	61081
STOCKS OFFICE FURNITURE	602 S COUNTY RAIR DR	CHAMPAIGN	IL	61821
VILLA PARK OFFICE EQUIPMENT	1120 N VILLA AVE	VILLA PARK	IL	60181-1054
WAREHOUSE DIRECT	2001 S MOUNT PROSPECT RD	DES PLAINES	IL	60018-1808
WIDMER INTERIORS	8415 N ALLEN RD	PEORIA	IL	61615
RESOURCE ONE OF ILLINOIS	321 E ADAMS ST	SPRINGFIELD	IL	62701
BUSINESS ENVIRONMENTS	5611 E MORGAN AVE	EVANSVILLE	IN	47715
EDUCATIONAL FURNITURE	620 E 18TH STREET	MUNCIE	IN	47302
FINELINE LAMINATES INC	7868 ZIONSVILLE RD	INDIANAPOLIS	IN	46268-2177
HDW COMMERCIAL INTERIORS	2274 W 93RD AVE	MERRILLVILLE	IN	46410-6901
HUDSON OFFICE SOLUTIONS	708 E MAIN ST	WASHINGTON	IN	47501
JC INTERIORS LLC	11807 ALLISONVILLE RD # 305	FISHERS	IN	46038-2313
KENEFIC DESIGN ASSOCIATES LLC DBA KDA FURNITURE AND INTERIORS	7702 BLUFFTON ROAD	FT. WAYNE	IN	46809
KENTWOOD OFFICE FURNITURE INC	7226 E 87TH ST STE E	INDIANAPOLIS	IN	46256-1279
LEE COMPANY INC-HON	27 S 12TH ST	TERRE HAUTE	IN	47807-3901
OFFICE INTERIORS INC (GRANGER)	1415 UNIVERSITY DR CT	GRANGER	IN	46530-4296
OFFICE360	7301 WOODLAND DR	INDIANAPOLIS	IN	46278-1737
OFFICE360	104 BROADWAY ST	VINCENNES	IN	47591-1226
PEERLESS PRINTING & OFFICE SUPPLY CORP	513 S WASHINGTON ST	MARION	IN	46953-1962
PULSE TECHNOLOGY OF INDIANA	312 ROBERTS RD	CHESTERTON	IN	46304
RJE BUSINESS INTERIORS	621 EAST OHIO STREET	INDIANAPOLIS	IN	46202
SEELY OFFICE SOLUTIONS	5618 INDUSTRIAL RD	FT. WAYNE	IN	46825
SMITH & BUTTERFIELD	2800 LYNCH ROAD, SUITE D	EVANSVILLE	IN	47711
THREE RIVERS BUSINESS INTERIORS	3253 ST JOE CTR RD	FORT WAYNE	IN	46835
WORKSPACE SOLUTIONS (FORT WAYNE)	2208 PRODUCTION RD	FORT WAYNE	IN	46808-3656
OFFICE WORKS	12000 EXIT FIVE PARKWAY	FISHERS	IN	46037
GALAXIE BUSINESS EQUIPMENT	913 MAIN STREET	WINFIELD	KS	67156
MIDWEST SINGLE SOURCE	413 E 3RD	HUTCHINSON	KS	67501
MODERN BUSINESS INTERIORS	14205 W 95TH ST	LENEXA	KS	66215
NAVRATS	728 MECHANIC ST	EMPORIA	KS	66801
OFFICE PLUS OF KANSAS	6010 N. BROADWAY	WICHITA	KS	67219
PURE WORKPLACE SOLUTIONS	114 N ST. FRANCIS ST	WICHITA	KS	672020
PURE WORKPLACE SOLUTIONS	117 SE 10TH AVE	TOPEKA	KS	66612
SOUTHERN OFFICE SUPPLY	116 N MAIN STREET	MEDICINE LODGE	KS	67104
SOUTHERN OFFICE SUPPLY	417 N KANSAS AVE	LIBERAL	KS	67901
SPACES, INC	14950 W 86TH STREET	LENEXA	KS	66215
ACTION BUSINESS SUPPLIERS INC.	275 GOLD RUSH RD	LEXINGTON	KY	40503
BARREN COUNTY BUSINESS SUPPLY	400 SORENSON AVE	GLASGOW	KY	42141-1054
FRIENDS OFFICE	500 BUCK PL	LEXINGTON	KY	40511-6500
KEITH DANIEL & ASSOCIATES-HON	1161 RED MILE RD	LEXINGTON	KY	40504-2649
KERR OFFICE GROUP INC	509 ASSEMBLY DR	ELIZABETHTOWN	KY	42701-7303
KERR OFFICE GROUP INC	2515 FORT CAMPBELL BLVD.	HOKINSVILLE	KY	42240
KERR OFFICE GROUP INC	210 EAST MAIN STREET	CAMPBELLSVILLE	KY	42718
MUNSON BUSINESS INTERIORS	2307 RIVER RD STE 100	LOUISVILLE	KY	40206
MYOFFICEPRODUCTS LLC	805 S MAIN ST	HOPKINSVILLE	KY	42240-2111

OFFICE RESOURCES INC	12600 PLANTSIDE DR	LOUISVILLE	KY	40356
OFFICE RESOURCES INC	2472 FORTUNE DRIVE	LEXINGTON	KY	40509
OFFICE RESOURCES INC	4020 ARMORY OAKS DR	NASHVILLE	KY	37204
OFFICE360	576 EAST MAIN STREET	FRANKFORT	KY	40601
PETTER BUSINESS SYSTEMS INC	5110 CHARTER OAK DR	PADUCAH	KY	42001-5209
CORPORATE INTERIORS INC (ST PETERSBURG)	7150 JEFFERSON HIGHWAY, STE 530	BATON ROUGE	LA	70802-5500
FERRIS OFFICESMART, LLC	8855 QUIMPER PL #5614	SHREVEPORT	LA	71105
GENERAL OFFICE SUPPLY	3045 W PINHOOK RD	LAFAYETTE	LA	70508
LOUISIANA OFFICE PRODUCTS, INC.	210 EDWARDS AVE.	HARAHAN	LA	70123
LOUISIANA OFFICE SUPPLY	7643 FLORIDA BLVD.	BATON ROUGE	LA	70806
LOUISIANA SCHOOL EQUIPMENT COMPANY, LLC	330 LEE DRIVE, SUITE B	BATON ROUGE	LA	70808
PETTUS OFFICE PRODUCTS	309 N 4TH ST	MONROE	LA	71201
PETTUS OFFICE PRODUCTS	4909 SHED RD	BOSSIER CITY	LA	71111
CREATIVE OFFICE RESOURCES INC.	44 THOMPSON PLACE	BOSTON	MA	2210
PEABODY OFFICE	234 CONGRESS STREET	BOSTON	MA	2110
RED THREAD SPACES LLC	101 SEAPORT BLVD. #600	BOSTON	MA	02210
AGILE OFFICE LLC	6411 IVY LN STE 700	GREENBELT	MD	20770-1411
AMERICAN DESIGN ASSOCIATES	9000 HARFORD ROAD	BALTIMORE	MD	21234
ATLANTIC CORPORATE INTERIORS, INC	6940 COLUMBIA GATEWAY DRIVE, SUITE 350	COLUMBIA	MD	21046
CONTRACT FURNITURE OPTIONS	210 OLD ISLAND CT	WALKERSVILLE	MD	21793
DANKER DBA FULTON STREET 1 LLC	9200 ALAKING COURT	CAPITOL HEIGHTS	MD	20743
DOURON	10 PAINTERS MILL RD	OWINGS MILLS	MD	21117
EDWARDS & HILL COMMUNICATIONS LLC	10810 GUILFORD RD, STE: 101-102	NNAPOLIS JUNCTIO	MD	20701
MOI INC	1801 PORTER ST SUITE 100	BALTIMORE	MD	21230
OFFICE IMAGES INC	2099 GAITHER RD STE 130	ROCKVILLE	MD	20850-4057
PRICE MODERN	2604 SISSON ST	BALTIMORE	MD	21211
RUDOLPH'S OFFICE COMPUTER AND SUPPLY	6610 AMBERTON DR STE 400	ELKRIDGE	MD	21075
THE SUPPLY ROOM	1300 MERCEDES DR	HANOVER	MD	21076-3140
ZOOM INC	1 LAUREL LEAF CT	POTOMAC	MD	20854-1769
CONSUMERS OFFICE FURNITURE DBA PINNACLE DESIGN	3700 BAY ROAD	SAGINAW	MI	48603
DISTRICT BY DESIGN LLC	48700 GRAND RIVER AVE	NOVI	MI	48374
DOUBLEDAY OFFICE PRODUCTS	2435 PLAZA DR	BENTON HARBOR	MI	49022-2229
INTERIOR ENVIRONMENTS	48700 GRAND RIVER AVE	NOVI	MI	48374-1228
KENTWOOD OFFICE FURNITURE INC	3063 BRETON RD SE	GRAND RAPIDS	MI	49512-1747
KENTWOOD OFFICE FURNITURE INC	801 S WAVERLY RD	LANSING	MI	48917-5202
KENTWOOD OFFICE FURNITURE INC	2420 W MICHIGAN AVE	JACKSON	MI	49202-3920
KENTWOOD OFFICE FURNITURE INC	400 GALLERIA OFFICE CENTRE #515	SOUTHFIELD	MI	48034
KERR ALBERT OFFICE SUPPLY INC	1121 MILITARY ST	PORT HURON	MI	48060-5418
METRO BUSINESS INTERIORS	1370 M 139	BENTON HARBOR	MI	49022
OFFICE EXPRESS (TROY)	1280 E BIG BEAVER RD	TROY	MI	48083-1946
SMART BUSINESS SOURCE	1940 NORTHWOOD	TROY	MI	48084
WEST MICHIGAN OFFICE INTERIORS INC	300 E 40TH ST	HOLLAND	MI	49423-5345
WEST MICHIGAN OFFICE INTERIORS INC	3308 S WESTNEDGE AVE	KALAMAZOO	MI	49008-4925
WEST MICHIGAN OFFICE INTERIORS INC	949 FRONT AVE NW	GRAND RAPIDS	MI	49504-4497
ATMOSPHERE COMMERCIAL INTERIORS	81 S 9TH ST STE 350	MINNEAPOLIS	MN	55402-3226
BUSINESS ESSENTIALS	6645 JAMES AVE N	MINNEAPOLIS	MN	55430-4535
HENRICKSEN & COMPANY INC	800 WASHINGTON AVE N STE 200	MINNEAPOLIS	MN	55401
HENRICKSEN & COMPANY INC	1101 W RIVER PKWY STE 100	MINNEAPOLIS	MN	55415-1215
INNOVATIVE OFFICE SOLUTIONS LLC	151 CLIFF RD E STE 40	BURNSVILLE	MN	55337-1586
NORTHERN BUSINESS PRODUCTS	2326 W SUPERIOR ST	DULUTH	MN	55806-1932
NORTHERN BUSINESS PRODUCTS	1210 LAKELAND DR SE	WILLMAR	MN	56201-4172
NORTHERN BUSINESS PRODUCTS	1003 CLOQUET AVE	CLOQUET	MN	55720-1694
NORTHERN BUSINESS PRODUCTS	1734 E 40TH ST	HIBBING	MN	55746-3663
NORTHERN BUSINESS PRODUCTS	240 MAIN ST	MARSHALL	MN	56258-1378
NORTHERN BUSINESS PRODUCTS	1202 SUN RIDGE DR	SAINT CLOUD	MN	56301-9178

SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 N BROADWAY AVE	ROCHESTER	MN	55906-4003
SCHMIDT GOODMAN OFFICE PRODUCTS INC	1941 BROADWAY AVE N	ROCHESTER	MN	55906-4010
CI SELECT	11840 WESTLINE INDUSTRIAL DR STE: 100	ST. LOUIS	MO	63146
FRE3DOM INTERIORS	4000 WASHINGTON ST	KANSAS CITY	MO	64111
INTERIOR LANDSCAPES	2121 CENTRAL ST STE: 144	KANSAS CITY	MO	64108
MODERN BUSINESS INTERIORS	1023 PORTWEST DR	ST. CHARLES	MO	63303
OFFICE ESSENTIALS INC	1939 E PHELPS ST	SPRINGFIELD	MO	65802-2282
OFFICE ESSENTIALS INC	1834 WALTON RD	SAINT LOUIS	MO	63114-5820
OFFICE ESSENTIALS INC	1548 ERIE ST	KANSAS CITY	MO	64116-3805
OFFICE ESSENTIALS INC	1901 VANDIVER DR	COLUMBIA	MO	65202-1914
PURE WORKPLACE SOLUTIONS	3525 ROANOKE RD	KANSAS CITY	MO	64111
CONTRACT FURNISHINGS	3129 MAIN STREET	KANSAS CITY	MO	64111
ANDERSON RETAIL INC	11 OFFICE PARK DR STE 20	HATTIESBURG	MS	39402-6135
ANDERSON RETAIL INC	515 W SCOOBA ST	HATTIESBURG	MS	39401-6304
FHM INC DBA OFFICEPRO	515 CHILDS ST	CORINTH	MS	38834-4808
INTERIOR ELEMENTS LLC	830 WILSON DR STE A	RIDGELAND	MS	39157-4508
MYOFFICEPRODUCTS LLC	277 COMMUNITY DR	TUPELO	MS	38801-6506
OFFICE PRODUCTS PLUS	208 PARK COURT	RIDGELAND	MS	39157
360 OFFICE SOLUTIONS	3676 PIERCE PKWY	BILLINGS	MT	59106-3905
360 OFFICE SOLUTIONS	212 ZOOT WAY	BOZEMAN	MT	59718-5930
360 OFFICE SOLUTIONS	206 W GRANITE ST	BUTTE	MT	59701-9236
360 OFFICE SOLUTIONS	700 SUNSET BLVD	KALISPELL	MT	59901
360 OFFICE SOLUTIONS	2019 CROMWELL DIXON LN	HELENA	MT	59602
CORPORATE INTERIORS & SALES INC.	1329 MORGANTON ROAD	FAYETTEVILLE	NC	28305
CREATIVE BUSINESS INTERIORS	8720 FLEET SERVICE DRIVE	RALEIGH	NC	27617
FORMS & SUPPLY INC (FSI)	6410 ORR RD	CHARLOTTE	NC	28213-6332
FORMS & SUPPLY INC (FSI)	3125 GRESHAM LAKE RD STE 109110	RALEIGH	NC	27615-4233
FORMS & SUPPLY INC (FSI)	3022 N KERR AVE STE A	WILMINGTON	NC	28405-8679
FORMS & SUPPLY INC (FSI)	1314 E 5TH ST	LUMBERTON	NC	28358-6030
FORMS & SUPPLY INC (FSI)	2606 PHOENIX DR STE 204	GREENSBORO	NC	27406-6353
HICAPS	600 N REGIONAL ROAD	GREENSBORO	NC	27409
HICAPS C2	600 N REGIONAL ROAD	GREENSBORO	NC	27409
INSTITUTIONAL INTERIORS	2851 VAN HURON DRIVE, SUITE 100	RALEIGH	NC	27615
INTERIOR ELEMENTS LLC	621 HILLSBOROUGH ST #201	RALEIGH	NC	27603
INTERIOR ELEMENTS LLC	7820 THORNDIKE RD	GREENSBORO	NC	27409-9690
INTERIOR ELEMENTS LLC	800 W HILL ST STE 404	CHARLOTTE	NC	28208-5365
KENNEDY OFFICE SUPPLY COMPANY INC	3035 HORSESHOE LN STE A	CHARLOTTE	NC	28208-6464
KENNEDY OFFICE SUPPLY COMPANY INC	3609 BASTION LN	RALEIGH	NC	27604-3861
OFFICE FURNITURE CONCEPTS INC (WILKESBORO)	1630 E BROAD ST	STATESVILLE	NC	28625-4304
OFFICE FURNITURE CONCEPTS INC (WILKESBORO)	4389 W US HWY 421	WILKESBORO	NC	28697-9175
YOUNG OFFICE ENVIRONMENTS INC	71 THOMPSON ST	ASHEVILLE	NC	28803-2328
STEPHENS OFFICE SYSTEMS INC	300 FOSTER AVE	CHARLOTTE	NC	28203
BUSINESS ESSENTIALS	205 MAIN AVE E	WEST FARGO	ND	58078-1833
CONNECT INTERIORS LLC	3803 MAIN AVENUE	FARGO	ND	58103
INTEROFFICE	1630 1ST AVE N SUITE A	FARGO	ND	58102
ALL MAKES OFFICE EQUIPMENT (LINCOLN)	3333 O ST	LINCOLN	NE	68510
ALL MAKES OFFICE EQUIPMENT (OMAHA)	2558 FARNAM ST	OMAHA	NE	68131
CI SELECT	4614 DODGE ST	OMAHA	NE	68132
EAKES OFFICE SOLUTIONS	617 W 3RD ST	GRAND ISLAND	NE	68801
EAKES OFFICE SOLUTIONS	3636 W STOLLEY PARK RD STE: C	GRAND ISLAND	NE	68803
EAKES OFFICE SOLUTIONS	2401 AVENUE A	KEARNEY	NE	68847
EAKES OFFICE SOLUTIONS	520 N VINE ST	NORTH PLATTE	NE	69101
EAKES OFFICE SOLUTIONS	839 W 2ND STREET	HASTINGS	NE	68901
EAKES OFFICE SOLUTIONS	2911 13TH ST	COLUMBUS	NE	68601

EAKES OFFICE SOLUTIONS	201 S 1ST STREET	NORFOLK	NE	68701
EAKES OFFICE SOLUTIONS	2630 N YAGER RD STE: 501	FREMONT	NE	68025
CASEY'S EXECUTIVE INTERIORS INC T/A CEI	152 US HIGHWAY 22	GREEN BROOK	NJ	8812
CREATIVE OFFICE RESOURCES	90 WOODBRIDGE CTR DRIVE	WOODBRIDGE	NJ	7095
DANCKER LLC	231 EVANS WAY	SOMERVILLE	NJ	08876
EVENSONBEST LLC	400 CONNELL DR	BERKELEY HEIGHTS	NJ	07922
HARTMAN OFFICE FURNITURE	53 S JEFFERSON RD STE F	WHIPPANY	NJ	7981
HERTZ FURNITURE SYSTEMS LLC	170 WILLIAMS DR	RAMSEY	NJ	07446
INNOVATIVE COMMERCIAL INTERIORS INC	806 SILVIA ST	WEST TRENTON	NJ	08628-3239
JC OFFICE CONSULTANTS	242 UNION AVENUE	SOMERVILLE	NJ	08776
KAD ASSOCIATES	1000 WOODBRIDGE CENTER DRIVE	WOODBRIDGE	NJ	7095
PARAMOUNT FMS	72 READINGTON RD	BRANCHBURG	NJ	08876-3541
PREMIER SUPPLIES USA INC.	525 WINDSOR DRIVE	SECAUCUS	NJ	7094
SAVEON STATIONARY CO INC. DBA MACO OFFICE SUPPLIES	1000 KENNEDY BLVD	UNION CITY	NJ	7087
TANNER NORTH JERSEY FURNITURE, LLC	1251 LAKEWOOD-FARMINGDALE RD	HOWELL	NJ	7731
BECK TOTAL OFFICE INTERIORS	8300 JEFFERSON ST NE, STE: A	ALBUQUERQUE	NM	87113
PARKERS INC OFFICE PRODUCTS	714 W MAIN ST STE C	FARMINGTON	NM	87401-5639
SANDIA OFFICE SUPPLY	5801 OFFICE BLVD. NE	ALBUQUERQUE	NM	87109
DALVEY DESIGN INC	3100 W SIRIUS AVE STE 100	LAS VEGAS	NV	89102-0502
DALVEY DESIGN INC	5173 S EASTERN AVE	LAS VEGAS	NV	89119-2304
OFFICE FURNITURE USA	40 N MOJAVE RD	LAS VEGAS	NV	89101
RENO BUSINESS INTERIORS	427 RIDGE ST STE D	RENO	NV	89501-1738
ACCENT COMMERCIAL FURNITURE INC	3 INTERSTATE AVE STE 2	ALBANY	NY	12205-5331
AFD CONTRACT FURNITURE	810 7TH AVENUE	NEW YORK	NY	10019
BUFFALO OFFICE INTERIORS	1418 NIAGRA ST	BUFFALO	NY	14213
CREATIVE OFFICE RESOURCES	1115 BROADWAY FL 6	NEW YORK	NY	10010
DRB BUSINESS INTERIORS INC	153 REGENT ST	SARATOGA SPRINGS	NY	12866-4370
EATON OFFICE SUPPLY CO INC	180 JOHN GLENN DR	AMHERST	NY	14228-2228
EMPIRE OFFICE	654 MADISON AVENUE	NEW YORK	NY	10065
FURNITURE PRO CORP	355 SPOOK ROCK RD	AIRMONT	NY	10901
HENRICKSEN & COMPANY INC	1040 AVENUE OF THE AMERICAS FL 22	NEW YORK	NY	10018-3762
HUMMELS OFFICE EQUIPMENT	25 CANAL STREET	MOHAWK	NY	13407
INTERIOR INNOVATIONS	1641 E GENESEE STREET	SYRACUSE	NY	13210
INTIVITY INC.	106 DESPATCH DRIVE	EAST ROCHESTER	NY	14445
LEWIS STEVENSON OFFICE SOLUTIONS	25 W 31ST STREET, 9TH FLOOR	NEW YORK	NY	10001
LPS OFFICE INTERIORS	75 BROADHOLLOW RD	FARMINGDALE	NY	11735-1700
MID CITY OFFICE EQUIPMENT	2495 MAIN STREET, SUITE 240	BUFFALO	NY	18553
MILLINGTON LOCKWOOD	3901 GENSEE ST	BUFFALO	NY	14225
NICKERSON NY LLC	11 MOFFITT BLVD.	BAY SHORE	NY	11706
PROFTECH	10 SKYLINE DRIVE	HAWTHORNE	NY	10532
SCHOOL FURNITURE AND INTERIORS	32 COPPER WOODS	PITTSFORD	NY	14534
STONEHILL SALES & SERVICES LLC	32 HEATHER LN	MIDDLETOWN	NY	10940-7203
SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD W	SYRACUSE	NY	13202-1011
SYRACUSE OFFICE ENVIRONMENTS	214 SOLAR ST	SYRACUSE	NY	13204-1426
TECH VALLEY OFFICE INTERIORS	50 MOHAWK STREET	COHOES	NY	12047
TRI STATE OFFICE INTERIORS	19 W 21ST STREET	NEW YORK CITY	NY	10010
WORKPLACE INTERIORS	400 PUCKETTS LANDING	FAIRPORT	NY	14450
WORKPLACE INTERIORS OF BUFFALO	815 HILLSIDE AVE	ROCHESTER	NY	14618
EVENSONBEST LLC	641 AVENUE OF THE AMERICAS FL 6	NEW YORK	NY	10011
AMERICAN INTERIORS	1001 LAKESIDE AVE E STE 150	CLEVELAND	OH	44114-1147
AMERICAN INTERIORS	302 S BYRNE RD BLDG 100	TOLEDO	OH	43615-6208
AMMONS COMMERCIAL INTERIORS	25671 FORT MEIGS ROAD, STE H	PERRYSBURG	OH	43551
AMMONS COMMERCIAL INTERIORS	7651 BALDWIN CT	HOLLAND	OH	43528
CHARLES RITTER CO	35 W 6TH ST	MANSFIELD	OH	44902-1038

CONTINENTAL OFFICE FURNITURE CORPORATION	5061 FREEWAY DRIVE E	COLUMBUS	OH	43229
DUPLER OFFICE	330 W SPRING ST STE 150	COLUMBUS	OH	43215-7317
ENVIRONMENTS 4 BUSINESS LLC	3421 RIDGEWOOD RD STE 270	FAIRLAWN	OH	44333-3186
ENVIRONMENTS 4 BUSINESS LLC	1400 W 10TH ST	CLEVELAND	OH	44113-1215
FRIENDSOFFICE	2300 BRIGHT RD	FINDLAY	OH	45840-5432
FRIENDSOFFICE	2473 BELVO ROAD	MIAMISBURG	OH	45342
FRIENDSOFFICE	7099 HUNTLEY ROAD, SUITE 102	COLUMBUS	OH	43229
INDEPENDENCE BUSINESS SUPPLY	25701 RICHMOND ROAD	BEDFORD HEIGHTS	OH	44146
INNOVATIVE OFFICE SOLUTIONS	8016 INDUSTRIAL DRIVE	MARIA STEIN	OH	45860
KING BUSINESS INTERIORS	1400 GOODALE BLVD, STE 102	COLUMBUS	OH	43212
LOTH, INC.	855 GRANDVIEW AVE	COLUMBUS	OH	43215
LOTH, INC.	3574 E KEMPER RD	CINCINNATI	OH	45241
OFFICE FURNITURE SOURCE	2920 E KEMPER ROAD	CINCINNATI	OH	45241
O'REILLY OFFICE LLC	300 SPRUCE STREET	COLUMBUS	OH	43215
RJE INTERIORS INC.	623 BROADWAY STREET	CINCINNATI	OH	45202
SEAGATE OFFICE PRODUCTS	25701 RICHMOND ROAD	BEDFORD HEIGHTS	OH	44146
WILLIAMS INTERIOR DESIGNS	4449 EASTON WAY 2ND	COLUMBUS	OH	43219
ADMIRAL EXPRESS OFFICE	1823 N YELLOWOOD AVE	BROKEN ARROW	OK	74012
L&M OFFICE FURNITURE LLC	12424 E 55TH ST	TULSA	OK	74146
SPACES INC.	2801 COLTRANE PLACE	EDMOND	OK	73034
WILSON BAUHAUS INTERIORS	426 E 4TH ST	TULSA	OK	74120
ENVIRONMENTS, AN INSIDESOURCE COMPANY	2055 NW SAVIER ST	PORTLAND	OR	97209
MOMENTUM PROCUREMENT GROUP	8305 SE MONTEREY AVE	HAPPY VALLEY	OR	97086
NW OFFICE INTERIORS INC	6400 SE LAKE RD STE 142	MILWAUKIE	OR	97222-2186
OPNW - OFFICE PRODUCTS NATIONWIDE	12600 SW 68TH AVE	PORTLAND	OR	97223-8338
ROSE CITY OFFICE FURNISHINGS	5130 N BASIN AVE. UNIT #1	PORTLAND	OR	97217
BENJAMIN ROBERTS LTD	119 SOUTH TREE DR	LANCASTER	PA	17603-3528
COFCO, A HENRICKSEN COMPANY	THREE PARKWAY, 1601 CHERRY STREET, 16TH FLOOR	PHILADELPHIA	PA	19133
FRANKLIN INTERIORS	2740 SMALLMAN ST, STE 600	PITTSBURGH	PA	15222
GUERNSEY INC	5040 LOUISE DR STE 106	MECHANICSBURG	PA	17055-4897
HUFFMANS OFFICE EQUIPMENT CO	5318 LYCOMING MALL DR	MONTOURSVILLE	PA	17754-8318
INTERIOR WORKPLACE SOLUTIONS (IWS)	6765 AMBASSADOR DRIVE	ALLENTOWN	PA	18106
MCCARTNEY'S INC.	819 HOWARD AVE	ALTOONA	PA	16601
OFFICE BASICS	22 CREEK CIRCLE	BOOTHWYN	PA	19061
OFFICE FURNITURE WAREHOUSE	11660 KELEKET	PITTSBURGH	PA	15235
OFFICE SERVICE COMPANY	1009 TUCKERTON CT	READING	PA	19605-1177
PEMCO	1700 N HIGHLAND RD	PITTSBURGH	PA	15241
PHILLIPS WORKPLACE INTERIORS INC	6345 FLANK DR STE 1200	HARRISBURG	PA	17112-2765
PREMIER ENVIRONMENTS	2601 BAGLYOS CIRCLE	BETHLEHEM	PA	18020
STONE OFFICE EQUIPMENT INC	321 PEAR ST	SCRANTON	PA	18505-1621
SUPPLYSOURCE INC.	415 W 3RD STREET	WILLIAMSPORT	PA	17701
TANNER OF PA INC	7813 DERRY ST	HARRISBURG	PA	17111-5265
TRI-STATE OFFICE FURNITURE	ONE SEXTON RD	MCKEES ROCKS	PA	15136
SHEEHANS OFFICE INTERIORS INC	524 PARK AVE	PORTSMOUTH	RI	02871-4940
CORPORATE INTERIORS INC (ST PETERSBURG)	1051 MARKET ST	COLUMBIA	SC	29201-4740
FORMS & SUPPLY INC (FSI)	3215B BENCHMARK DR	LADSON	SC	29456-3862
FORMS & SUPPLY INC (FSI)	99 VANTAGE POINT DR	WEST COLUMBIA	SC	29172-3001
FORMS & SUPPLY INC (FSI)	454A FAIRFOREST WAY	GREENVILLE	SC	29607-4436
GREENVILLE OFFICE SUPPLY CO INC	310 E FRONTAGE RD	GREER	SC	29651-6913
HERALD OFFICE SOLUTIONS	909 BROADWAY ST	MYRTLE BEACH	SC	29577-3718
HERALD OFFICE SOLUTIONS	708 N 1ST AVE	DILLON	SC	29536-2402
HERALD OFFICE SOLUTIONS	736 BROAD ST	SUMTER	SC	29150-3359
HERALD OFFICE SOLUTIONS	90 N SHORECREST RD STE A	COLUMBIA	SC	29209-4500
HERALD OFFICE SOLUTIONS	127 CHESTERFIELD HWY	CHERAW	SC	29520-3001

HERALD OFFICE SOLUTIONS	3250 TILE DR	CHARLESTON	SC	29414-9999
HERALD OFFICE SOLUTIONS	1716 BYPASS 72 NE	GREENWOOD	SC	29649-1691
INTERIOR ELEMENTS LLC	1940 ALGONQUIN RD. SUITE 104	CHARLESTON	SC	29405
LORICK OFFICE PRODUCTS	910 WASHINGTON STREET	COLUMBIA	SC	29201
NU-IDEA SCHOOL SUPPLY COMPANY INC.	710 S GUIGNARD DR	SUMTER	SC	29150
OFFICE INTERIORS OF SOUTH CAROLINA	146 W PHILLIPS ROAD	GREER	SC	29650
WULBERN KOVAL COMPANY INC	1111 MORRISON DR	CHARLESTON	SC	29403-3110
YOUNG OFFICE ENVIRONMENTS INC	1280 RIDGE RD	GREENVILLE	SC	29607-4626
YOUNG OFFICE ENVIRONMENTS INC	1104 SHOP RD	COLUMBIA	SC	29201-4743
YOUNG OFFICE ENVIRONMENTS INC	4434 COLUMBIA RD	MARTINEZ	SC	30907-4556
DAKOTA TYPEWRITER EXCHANGE DBA DAKOTA BUSINESS CENTER	1635 DEADWOOD AVE	RAPID CITY	SD	57702
A & W SUPPLY INC	10653 DUTCHTOWN RD	KNOXVILLE	TN	37932-3206
A-Z OFFICE RESOURCE INC	3014 OWEN DR	ANTIOCH	TN	37013-2413
A-Z OFFICE RESOURCE INC	5920 MIDDLEVIEW WAY	KNOXVILLE	TN	37909-1251
A-Z OFFICE RESOURCE INC	9 BUSINESS WAY	GRAY	TN	37615-6240
A-Z OFFICE RESOURCE INC	1600 E ANDREW JOHNSON HWY	MORRISTOWN	TN	37814-5443
A-Z OFFICE RESOURCE INC	1065 WILLOW INDUSTRIAL CT STE A	COOKEVILLE	TN	38501-4138
A-Z OFFICE RESOURCE INC	781 AIRWAYS BLVD STE A	JACKSON	TN	38301-3238
A-Z OFFICE RESOURCE INC	1245 SYCAMORE VIEW RD	MEMPHIS	TN	38134
COS BUSINESS PRODUCTS & INTERIORS	1548 RIVERSIDE DR	CHATTANOOGA	TN	37406-4313
ERNIE MORRIS ENTERPRISES INC	1126 HARPETH INDUSTRIAL CT.	FRANKLIN	TN	37064-2224
INSPIRE BUSINESS INTERIORS	725 W WALNUT ST	JOHNSON CITY	TN	37604-6523
INSPIRE BUSINESS INTERIORS	310 LAFE COX DR	JOHNSON CITY	TN	37604-7444
INTERIOR ELEMENTS LLC	118 N PETERS RD STE 262	KNOXVILLE	TN	37923-4927
KIRKSEY & CO.	565 MARRIOTT DRIVE STE 330	NASHVILLE	TN	37214
MYOFFICEPRODUCTS LLC	320 TECH PARK DR STE 100	LA VERGNE	TN	37086-3647
MYOFFICEPRODUCTS LLC	1501 CORPORATE PL STE 400	LA VERGNE	TN	37086-3596
MYOFFICEPRODUCTS LLC	22 CENTURY BLVD STE 420	NASHVILLE	TN	37214-3724
NASHVILLE OFFICE INTERIORS	611 3RD AVE S	NASHVILLE	TN	37210-2169
NASHVILLE OFFICE INTERIORS	4167 S CREEK RD	CHATTANOOGA	TN	37406-1022
OFFICE INTERIORS OF MEMPHIS	281 MOORE LANE	COLLIERVILLE	TN	38017
OFFICE INTERIORS OF MEMPHIS	3981 DELP ST	MEMPHIS	TN	38118-6110
PETTUS OFFICE PRODUCTS	1830 AIR LANE DR	NASHVILLE	TN	37210
SCHOOL & OFFICE SUPPLY	10653 DUTCHTOWN RD	KNOXVILLE	TN	37932-3206
SPACES GROUP, LLC	7760 TRINITY RD, SUITE 106	CORDOVA	TN	38018
SYNERGY, A HENRICKSEN COMPANY	1030 16TH AVE S, SUITE 100	NASHVILLE	TN	37203-4641
SYNERGY, A HENRICKSEN COMPANY	220 W. JACKSON AVE, SUITE 106	KNOXVILLE	TN	37902-1309
A & W SUPPLY INC	222 S STAPLES STREET	CORPUS CHRISTI	TX	78401
ABLES LAND INC	428 S FANNIN AVE	TYLER	TX	75702
BAUHAUS INTERIORS GROUP	1645 STEMMONS FWY STE: A	DALLAS	TX	75207
BI EXPRESS OFFICE FURNITURE	1111 VALLEY VIEW LN	IRVING	TX	75061-6008
BROUSSARD GROUP	4985 EISENHAUER RD STE: 103	SAN ANTONIO	TX	78218
BUSINESS ESSENTIALS	2217 N STATE LINE	TEXARKANA	TX	75501
BUSINESS INTERIORS EL PASO	28 CONCORD ST. STE: C	EL PASO	TX	79906
CARROLLS DISCOUNT OFFICE FURNITURE CO	5615 S RICE AVE	HOUSTON	TX	77081-2117
CHALLENGE OFFICE PRODUCTS INC	6015 S LOOP E	HOUSTON	TX	77033-1041
COASTAL OFFICE SOLUTIONS	1514 N BEN JORDAN ST. STE: B	VICTORIA	TX	77901
CORE OFFICE INTERIORS AUSTIN	10300 METRIC BLVD STE 200	AUSTIN	TX	78758-4966
CORE OFFICE INTERIORS HOUSTON	7108 OLD KATY RD STE 150	HOUSTON	TX	77024-2153
CORE OFFICE INTERIORS HOUSTON	816 CAMARON STREET, STE 105	SAN ANTONIO	TX	78212
DC INTERIORS	6896A ALAMO DOWNS PKWY STE: 100	SAN ANTONIO	TX	78238
EXPRESS OFFICE	29 BUTTERFIELD TRAIL BLVD STE A	EL PASO	TX	79906
EXPRESS OFFICE	12454 PASEO DE CRUZ CT.	EL PASO	TX	79928
FACILITECH INC. DBA BUSINESS INTERIORS	1111 VALLEY VIEW	IRVING	TX	75061
FACILITIES RESOURCES INC	1641 SCOTTSDALE DR	CEDAR PARK	TX	78641

FACILITY RX	2715 N ST. MARY'S ST	SAN ANTONIO	TX	78212
FURNITURE SOLUTIONS NOW, LTD	1505 OAK LAWN AVE STE: 300	DALLAS	TX	75207
GATEWAY PRINTING & OFFICE SUPPLY	315 S CLOSNER BLVD	EDINBURG	TX	78539-4560
GATEWAY PRINTING & OFFICE SUPPLY	14803 BULVERDE RD	SAN ANTONIO	TX	78247-2603
GATEWAY PRINTING & OFFICE SUPPLY	13003 SOUTHWEST FWY STE 170	STAFFORD	TX	77477-4119
GATEWAY PRINTING & OFFICE SUPPLY	4934 GREENWOOD DR	CORPUS CHRISTI	TX	78416-1343
GL SOLUTIONS 3 LLC DBA BECK TOTAL OFFICE INTERIORS	7198 MERCHANT AVE, STE: A2	EL PASO	TX	79915
GONZALEZ SOLUTIONS FOR BUSINESS	600 CONGRESS AVE FL 14	AUSTIN	TX	78701
GREATER HOUSTON OFFICE PRODUCTS	1309 W LEAGUE CITY PKWY	LEAGUE CITY	TX	77573
GREENWOOD OFFICE OUTFITTERS	2951 SUFFOLK DRIVE STE: 640	FORT WORTH	TX	76133
HERNANDEZ OFFICE SUPPLY	119 N 17TH STREET	NEDERLAND	TX	77022
INDECO SALES INC	700 W BEDFORD EULESS RD	HURST	TX	76053
INDECO SALES INC	805 E 4TH AVE	BELTON	TX	76513-2769
INDECO SALES INC	9001 JAMEEL RD STE 180	HOUSTON	TX	77040-5092
INDECO SALES INC	8850 N MACARTHUR BLVD.	IRVING	TX	75063
IQ TOTAL SOURCE LLC	4660 PINE TIMBERS STREET, STE: 132	HOUSTON	TX	77041
J R INC	9223 CONVERSE BUSINESS LN	CONVERSE	TX	78109-2010
J R INC	13017 MISTY WILLOW DR	HOUSTON	TX	77070
J R INC	1908 JOE STEPHENS AVE	WESLACO	TX	78599-3702
J TYLER SERVICES INC	5920 MILWEE ST	HOUSTON	TX	77092-6214
J TYLER SERVICES INC	10641 HADDINGTON DR	HOUSTON	TX	77043-3228
LEARNING ENVIRONMENTS LLC	2323 CLEAR LAKE CITY BLVD., SUITE 180	HOUSTON	TX	77062
LETOURNEAU INTERESTS, INC.	5819 MILWEE STREET	HOUSTON	TX	77092
LONE STAR FURNISHINGS LLC	4301 REEDER DR STE 100	CARROLLTON	TX	75010-4467
MARTINS OFFICE SUPPLY	822 W PEARL ST	GRANBURY	TX	76048
MCCOY ROCKFORD	6869 OLD KATY RD	HOUSTON	TX	77024
MCKINNEY OFFICE SUPPLY	8333 DOUGLAS AVE., SUITE 340	DALLAS	TX	75225
MYOFFICEPRODUCTS LLC	6605 ROXBURGH DR STE 400	HOUSTON	TX	77041-5207
MYOFFICEPRODUCTS LLC	2926 CONGRESSMAN LN	DALLAS	TX	75220-1410
NAVAJO	1200 S TAYLOR ST	AMARILLO	TX	79101
OAK CLIFF OFFICE SUPPLY & PRINTING	1876 LONE STAR DR	DALLAS	TX	75212
OFFICE MAKER INC (OMI)	1005 KATYLAND DR	KATY	TX	77493
OFFICESOURCE LTD	1133 BROADWAY	SAN ANTONIO	TX	78215
OFFICEWISE FURNITURE & SUPPLY	1200 S TAYLOR	AMARILLO	TX	79101-4314
OFFICEWISE FURNITURE & SUPPLY	1301 13TH ST	LUBBOCK	TX	79401-3915
OFFICEWISE FURNITURE & SUPPLY	209 S JOHNSON ST	AMARILLO	TX	79101-1648
OFFICEWISE FURNITURE & SUPPLY	2310 W MICHIGAN AVE	MIDLAND	TX	79701-5830
PERRY OFFICE PLUS	1401 N 3RD ST	TEMPLE	TX	76501-1648
PIONEER CONTRACT SERVICES	8090 KEMPWOOD DR	HOUSTON	TX	77055
PLANO OFFICE SUPPLY	1405 E PLANO PKWY	PLANO	TX	75074
RELIANT BUSINESS PRODUCTS	40647 HADDINGTON DR	HOUSTON	TX	77043
RELIANT BUSINESS PRODUCTS	119 N 17TH ST	NEDERLAND	TX	77627
SCHOOL SPECIALTY			TX	
SHELBY DISTRIBUTORS	29 BUTTERFIELD TRAIL BLVD.	EL PASO	TX	79906
SMARKETING BUSINESS SYSTEMS	2525 W BELLFORT ST STE: 110	HOUSTON	TX	77054
TANGRAM INTERIORS LLC	9755 CLIFFORD DRIVE, STE: 100	DALLAS	TX	75220
TEJAS OFFICE PRODUCTS INC	1225 W 20TH ST	HOUSTON	TX	77008
TEXAS FURNITURE SOURCE	14560 MIDWAY RD	FARMERS BRANCH	TX	75244
TEXAS INTERIOR RESOURCES	1444 OAK LAWN AVENUE	DALLAS	TX	75207
THE WELLS GROUP INC	2323 W SAM HOUSTON PKWY N	HOUSTON	TX	77043-2018
TOTAL OFFICE SOLUTIONS (WACO)	216 SCHROEDER DR	WACO	TX	76710
VELOCITY BUSINESS PRODUCTS	335 PENNBRIGHT DR STE: 104	HOUSTON	TX	77090
WILSON BAUHAUS INTERIORS	1341 W MOCKINGBIRD LN	DALLAS	TX	75247
WILSON BAUHAUS INTERIORS	5091 PULASKI ST	DALLAS	TX	75247
WILSON OFFICE INTERIORS	5051 PULASKI ST	DALLAS	TX	75247

WILSON OFFICE INTERIORS	1341 W MOCKINGBIRD LN	DALLAS	TX	75247
WILTONS OFFICEWORKS	181 N EARL RUDDER FWY	BRYAN	TX	77802-5004
WORKSPACE RESOURCE INC (CONROE)	12280 INTERSTATE 45 S	CONROE	TX	77304
WORKSPACE RESOURCE INC (CONROE)	11133 I-45 S STE: 330	CONROE	TX	77302
DESKS INC OF UTAH	3578 S STATE ST	SALT LAKE CITY	UT	84115-4727
WORKSPACE ELEMENTS	3003 S HIGHLAND DR	SALT LAKE CITY	UT	84106-3019
BALL OFFICE PRODUCTS	2100 WESTMORELAND ST	RICHMOND	VA	23230-3230
BASSETT OFFICE SUPPLY	2266 FAIRYSTONE PARK HWY	BASSETT	VA	24055-5585
FORMS & SUPPLY INC (FSI)	911 LIVE OAK DRIVE #102	CHESAPEAKE	VA	23320
FORMS & SUPPLY INC (FSI)	2312 MARINERS MARK WAY	VIRGINIA BEACH	VA	23451-1384
GOVSOLUTIONS	108 S BIRDNECK RD	VIRGINIA BEACH	VA	23451
GUERNSEY INC	45070 OLD OX ROAD	DULLES	VA	20166
GUERNSEY INC	5257 CLEVELAND ST STE 103	VIRGINIA BEACH	VA	23462-6549
HARRIS OFFICE FURNITURE CO INC	520 KIMBALL AVE NE	ROANOKE	VA	24016-2104
IMAGE BUSINESS INTERIORS	4525 COLUMBUS STREET, STE. 101	VIRGINIA BEACH	VA	23462
INTERIORS BY GUERNSEY	3863 CENTERVIEW DRIVE, STE 150	CHANTILLY	VA	20151
MILLERS SUPPLIES AT WORK INC	8600 CINDER BED RD	LORTON	VA	22079-1442
MOI INC	4500 MAIN STREET SUITE 610	VIRGINIA BEACH	VA	23462
THE SUPPLY ROOM	8006 W BROAD ST	RICHMOND	VA	23294-4218
THE SUPPLY ROOM	1356 LONDON BRIDGE ROAD	VIRGINIA BEACH	VA	23453
THE SUPPLY ROOM	14140 N WASHINGTON HWY	ASHLAND	VA	23005-7237
WASHINGTON WORKPLACE	2300 S. 9TH STREET	ARLINGTON	VA	22204
WORKPLACE SOLUTIONS INC (VIRGINIA BEACH)	317 VILLAGE RD STE 103	VIRGINIA BEACH	VA	23454-4374
EXTERUS BUSINESS FURNITURE	4750 SHELBURNE RD, STE: 10	SHELBURNE	VT	05482
MAGEE OFFICE EQUIPMENT	463 VT ROUTE 12 S	RANDOLPH	VT	05060
360 OFFICE SOLUTIONS	721 LEGION WAY SE	OLYMPIA	WA	98501-1517
BLUESPACE INTERIORS	15020 NE 95TH ST	REDMOND	WA	98052-2507
COMPLETE OFFICE LLC (WASHINGTON)	11521 E MARGINAL WAY S STE 100	TUKWILA	WA	98168-1979
DUCKYS OFFICE FURNITURE	24 S IDAHO ST	SEATTLE	WA	98134-1119
EVERETT OFFICE FURNITURE	9121 EVERGREEN WAY	EVERETT	WA	98204
FREEFORM	10115 E KNOX AVE	SPOKANE VALLEY	WA	99206
INSIDE SOURCE PNW	300 ELLIOTT AVE W STE 300	SEATTLE	WA	4122
KERSHAWS INC	119 S HOWARD ST	SPOKANE	WA	99201-3806
MAIROS, INC. DBA KEENEY'S/BLUESPACE	10520 NE 95TH ST	REDMOND	WA	98052
OFFICE SOLUTIONS NW	212 SOUTH 3RD AVENUE	YAKIMA	WA	98902
ATMOSPHERE COMMERCIAL INTERIORS	1800 SCHEURING RD	DE PERE	WI	54115-9525
ATMOSPHERE COMMERCIAL INTERIORS	999 FOURIER DR STE 200	MADISON	WI	53717-2914
ATMOSPHERE COMMERCIAL INTERIORS	1365 NORTH RD STE C	GREEN BAY	WI	54313-6305
ATMOSPHERE COMMERCIAL INTERIORS	2804 RIB MOUNTAIN DR STE E	WAUSAU	WI	54401-7473
COMPLETE OFFICE OF WISCONSIN	N115 W18500 EDISON DR	GERMANTOWN	WI	53022-3140
COMPLETE OFFICE OF WISCONSIN	3208 PROGRESS RD	MADISON	WI	53716-3345
COMPLETE OFFICE OF WISCONSIN	1575 COUNTY RD XX	ROTHSCHILD	WI	54474-9042
HENRICKSEN & COMPANY INC	3070 GATEWAY RD	BROOKFIELD	WI	53045-5112
HENRICKSEN & COMPANY INC	5202 EASTPARK BLVD STE 100	MADISON	WI	53718-2151
NATIONAL BUSINESS FURNITURE - NBF (ALL US LOCATIONS)	770 S 70TH ST	MILWAUKEE	WI	53214
NORTHERN BUSINESS PRODUCTS	123 N MAIN ST	RICE LAKE	WI	54868-1740
NORTHERN BUSINESS PRODUCTS	145 N CLAIREMONT AVE	EAU CLAIRE	WI	54703-5710
SCHOOL SPECIALTY	W6316 Design Drive	Greenville	WI	54942
CAPITOL BUSINESS INTERIORS	711 INDIANA AVE	CHARLESTON	WV	25302
OMEGA COMMERCIAL INTERIORS	1131 BERWOOD DRIVE	MORGANTOWN	WV	26505
SOURCE OFFICE & TECHNOLOGY	1379 N CEDAR ST STE 105	LARAMIE	WY	82072-6705
HI TOUCH (ALL US LOCATIONS)				
INDOFF INC (ALL US LOCATIONS)				
ODP BUSINESS SOLUTIONS - (ALL U.S. LOCATIONS)				

STAPLES (ALL U.S. LOCATIONS)				
WB MASON - (ALL US LOCATIONS)				

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions. as applicable. when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means–

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

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

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

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

Critical technology means–

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

APPENDIX II TO 2 CFR PART 200

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

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

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

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

OR

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

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

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

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

Offeror's Name: The HON Company LLC
Address, City, State, and Zip Code: 600 E Second St, Muscatine, IA 52761
Phone Number: 563-272-7100
Fax Number: N/A

Printed Name and Title of Authorized Representative: Eric Schroeder - Vice President Finance, HNI Workplace Furnishings
Email Address: contractmanager@honcompany.com
Signature of Authorized Representative: _____
Date: 6/6/2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

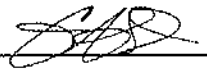
Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

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

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Does offeror agree? YES  Initials of Authorized Representative of offeror

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

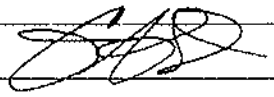
Offeror's Name:
The HON Company LLC

Address, City, State, and Zip Code:
600 E Second St., Muscatine, IA 52761

Phone Number: 563-272-7100 Fax Number:
N/A

Printed Name and Title of Authorized Representative:
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative:  Date:
6/6/2024

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities. when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.

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

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

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

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

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

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

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable. federal funding may bois utilized, and Contractor is notified prior to order placement.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. **CONTRACT REMEDIES**

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

1.1 Applicability

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

1.2 Additional Considerations

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

2. **TERMINATION FOR CAUSE AND CONVENIENCE**

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

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

3. **EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer subcontract ~~or purchase order~~ unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor ~~or vendor~~. The contractor will take such action with respect to any dealer subcontract ~~or purchase order~~ as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor ~~or vendor~~ as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

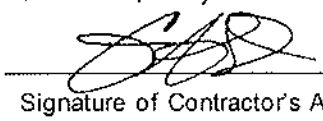
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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



Signature of Contractor's Authorized Official

Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Name and Title of Contractor's Authorized Official

6/6/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

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

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

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

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

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

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

Offeror's Name: The HON Company LLC

Address, City, State, and Zip Code:
600 E Second St, Muscatine, IA 52761

Phone Number: 563-272-7100 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative:

Date: 6/6/2024

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran

DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

DOC #8 New Jersey Business Registration Certificate

DOC #9 EEOAA Evidence

DOC #10 MacBride Principals Form

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

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

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: The HON Company LLC

Organization Address: 600 E Second St., Muscatine, IA 52761

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
HNI Corporation (indirect parent entity which is publicly traded) See p.72 of the Proxy at https://d18rn0p25nwr6d.cloudfront.net/CIK-0000048287/82500763-7a88-489f-b0f6-3e9f8f901ade.pdf	600 E Second St. Muscatine, IA 52761
State Farm Insurance Companies (Shareholder holding 10% or greater interest in HNI Corp)	One State Farm Plaza Bloomington, IL 61710
The Vanguard Group, Inc. (Shareholder holding 10% or greater interest in HNI Corp)	100 Vanguard Boulevard Malvern, PA 19355
BlackRock, Inc. (Shareholder holding 10% or greater interest in HNI Corp)	55 East 52nd St. New York, NY 10055

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

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

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

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

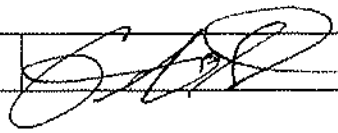
Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

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

Full Name (Print):	Eric Schroeder	Title:	Vice President, Finance

Version March 19, 2024

Signature:		Date:	6/3/2024

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Eric Schroeder residing in
(name of affiant)
_____
(name of municipality)
in the County of Muscatine and State of Iowa of
full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Finance of the firm of The HON Company LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled OMNIA Region 4 RFP 24-01, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
OMNIA Region 4 RFP 24-01 relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature Eric Schroeder
Vice President, Finance

June 3, 2024
Cindy Hermann
(Type or print name of affiant under signature)
Cindy Hermann (CH)
Notary public of State of Iowa

My Commission expires 12/26/2026

(Seal)

CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Version March 19, 2024

DOC #3

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

Company Name: The HON Company LLC

Street: 600 E Second St.

City, State, Zip Code: Muscatine, IA 52761

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

   OR

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

   OR

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

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

6/3/2024
Date

Authorized Signature and Title
Eric Schroeder - Vice President, Finance

Version March 19, 2024

DOC #3, continued

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

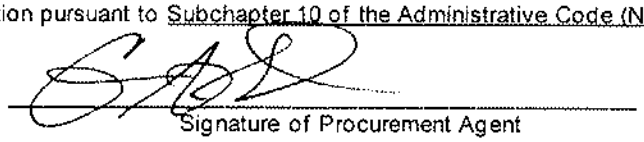
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

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

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

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

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



Signature of Procurement Agent

Version March 19, 2024

Eric Schroeder - Vice President, Finance

Certification 48195

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2024** to **15-Mar-2027**

THE HON COMPANY LLC
200 OAK STREET
MUSCATINE **IA** **52761**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

Version March 19, 2024

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	The HON Company LLC		
Address:	600 E Second St.		
City:	Muscatine	State: IA	Zip: 52761

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

Signature	Printed Name	Title
	Eric Schroeder	Vice President, Finance

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

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

Version March 19, 2024

DOC #4, continued

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

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name:	HNI Corporation (indirect parent entity which is publicly traded)	Name:	State Farm Insurance Companies (holds 10% or greater interest in HNI)
Home Address:	600 E Second St. Muscatine, IA 52761	Home Address:	One State Farm Plaza Bloomington, IL 61710
Name:	The Vanguard Group, Inc. (holds 10% or greater interest in HNI)	Name:	BlackRock, Inc. (holds 10% or greaters interest in HNI)
Home Address:	100 Vanguard Blvd. Malvern, PA 19355	Home Address:	55 East 52nd St. New York, NY 10055
Name:		Name:	
Home Address:		Home Address:	

Subscribed and sworn before me this 3rd day of June, 2024.

(Notary Public) Cindy Hermann

My Commission expires: 12/26/2026

(Affiant)

Eric Schroeder - Vice President, Finance

(Print name & title of affiant)

(Corporate Seal)

CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Version March 19, 2024

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services
VENDOR NAME: The HON Company LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature _____ Date 6/3/2024

Eric Schroeder - Vice President, Finance
Print Name and Title

OPP Rev. 12.13.2021

DOC #7

Version March 19, 2024

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[i]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets if Necessary.)

Signature of Vendor's Authorized Representative	6/3/2024 Date
Eric Schroeder - Vice President, Finance Print Name and Title of Vendor's Authorized Representative	42-1491474 Vendor's FEIN
The HON Company LLC Vendor's Name	563-275-0900 Vendor's Phone Number
600 E Second St Vendor's Address (Street Address)	563-272-5859 Vendor's Fax Number
Muscatine, IA 52761 Vendor's Address (City/State/Zip Code)	contractmanager@honcompany.com Vendor's Email Address

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

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

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

CERT-1

02/02/13

Taxpayer Identification# **421-491-474/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

THE HON COMPANY LLC

TRADE NAME:

ADDRESS:

408 E 2ND ST
MUSCATINE IA 52761-4313

SEQUENCE NUMBER:

0853328

EFFECTIVE DATE:

02/17/00

ISSUANCE DATE:

02/02/13

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D2058407

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

DOC #9

EEOAA EVIDENCE

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

EEO/AA Evidence

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

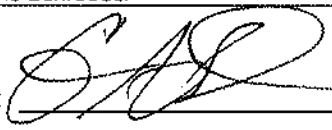
One of the following must be included with submission:

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

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

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

Name: Eric Schroeder Title: Vice President, Finance

Signature:  Date: 6/3/2024

Certification 48195

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2024** to **15-Mar-2027**

THE HON COMPANY LLC
200 OAK STREET
MUSCATINE **IA** **52761**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY

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

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services

VENDOR NAME: The HON Company LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature

6/3/2024
Date

Eric Schroeder - Vice President, Finance
Print Name and Title

Version March 19, 2024

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-975

AUTHORIZING PURCHASE OF MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, EQUIPMENT, AND RELATED PRODUCTS AND SERVICES FROM GRAINGER FOR THE BUILDING MANAGEMENT DEPARTMENT (CONTRACT# R240808)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the OMNIA MICPA, public purchasing contract (Contract No. R240808) to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services therefor from Grainger; and

WHEREAS, the term of OMNIA's Grainger contract (No. R240808) is through October 31, 2027; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is hereby authorized to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through OMNIA's Grainger Contract No. R240808 for a sum not-to-exceed Two Hundred Thousand Dollars ($200,000).

BE IT FURTHER RESOLVED by the Kane County Board that Two Hundred Thousand Dollars ($200,000) is hereby appropriated from Repairs and Maint- Buildings #(001.080.080.52110), Repairs and Maint- Equipment #(001.080.080.52160), Various to pay for the Building Management Department Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services procurement from Grainger under Contract No. R240808.

Line Item: 001.080.080.52110, 001.080.080.52160, Various
Line Item Description: Repairs and Maint- Buildings, Repairs and Maint- Equipment, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Purchase of Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services from Grainger for the Building Management Department (Contract#R240808)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Building Management to purchase Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services through OMNIA's Grainger Contract in an amount not to exceed $200,000 per fiscal year.

Region 4 Education Service Center (ESC)

Contract # R240808

for

Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related products and Services

with

W.W. Grainger, Inc.

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and **W.W. Grainger, Inc.,** effective November 1, 2024:

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

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2024 by and between W.W. Grainger, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

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

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

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

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

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

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
      v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or

vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. In all instances, Contractor's liability is limited to the cost of the product or service that gave rise to the claim.

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

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

e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation or as otherwise mutually agreed upon. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination. Standard ground freight shipments are paid by ~~Grainger~~ Contractor on all catalog product orders, unless otherwise stated, to the customers place of business within the contiguous United States. All other charges imposed by the carrier related to the shipments outside the contiguous United States are paid by Region 4 ESC ~~Members~~, unless otherwise agreed to in writing by Contractor. Region 4 ESC ~~Members are~~ is responsible for all freight charges for Sourced Products. Non-standard shipping charges are calculated at the time of order.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination, following consultation with Contractor, to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment terms are NET 30 and shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Contractor may, based on market conditions, request adjustments to its contract catalog product pricing. All price increase request must be supported by documentation such as, a formal cost justification letter. Price increases must be approved by Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location

designated by Region 4 ESC. In all instances, should contract pricing discrepancies be identified by either party, once validated by both parties, Contractor shall promptly refund amount identified.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is similar to the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is discounted similarly to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: W.W. Grainger, Inc.

Address: 100 Grainger Parkway

City/State/Zip: Lake Forest, IL 60045

Telephone No.: 720-988-7669: POC | 800-472-4643 Customer Support

Email Address: Ken.white@grainger.com: POC | Customersupport@grainger.com

Printed Name: Ken White

Title: National Government Sales Manager

Authorized signature: Ken White

Accepted by Region 4 ESC:

Contract No. R240808

Initial Contract Term 11/1/2024 to 10/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

10/29/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

10/29/2024
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note:*

If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

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

Proposed modifications are underlined. Requested exceptions are noted with ~~strikethrough~~.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
NOTICE TO OFFEROR Solicitation Number 24-08 III. INSTRUCTIONS TO OFFERORS 1. Key Definitions.	Additional language defines Contract Reference Price, which is Offerors/Contractors list price for its contract customers. Modified definition of "Offeror" to align with definition of "Contractor" as both are one and the same throughout the RFP.	**Contract Reference Price**: Contract Reference Price or CRP means Offeror's market-based, non-discounted price then in effect for its contract catalog product, inclusive of all standard warranties and end-user support, as published on Offeror's secured website or in product catalogs or price lists distributed by Offeror to its contract customers. All reference to "List Price", "Catalog Price" or "Price List", and "Manufacturers Suggested List Price" will be construed as Offeror's Contract Reference Prices. **Offeror**: ~~A supplier submitting a proposal in response to a solicitation.~~ Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.	Accepted
NOTICE TO OFFEROR	Additional language provides option to	18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after	

Solicitation Number 24-08 III. INSTRUCTIONS TO OFFERORS 18. Samples.	modify "furnished" timeline should issues arise that prevent Offeror from complying with 7 day delivery requirement.	receiving notice of such request or as otherwise mutually agreed upon. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law.	Acepted
NOTICE TO OFFEROR Solicitation Number 24-08 V. PRICING – ELECTRONIC PRICE LISTS 1. Market Basket.	Modified language to clarify annual review and product pricing process.	1. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Region 4 and Participating Public Agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Market Basket product content and pricing will be reviewed and adjusted, as mutually agreed upon, annually. Pricing for Market Basket items shall be available to all Participating Public Agencies. The Market Basket is included as Appendix E. Offerors do not need to be able to provide every item listed in the Market Basket or Market Basket as annually reviewed if Contractor ~~they are~~ does not carry ~~it~~ the item or mutual agreement on pricing cannot be reached.	Accepted
NOTICE TO OFFEROR Solicitation Number 24-08 V. PRICING – ELECTRONIC PRICE LISTS 4. Category Discounts.	Additional language clarifies category discounts are applied to "price list specified" at time of sale and that categorization of catalog product rests solely with Offeror.	4. Category Discounts – Offerors shall offer pricing for products based on a discount off a price list specified, i.e., wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E. Contract pricing shall be determined by applying Offeror's Category Discounts to Offeror's price list specified for the product at time of purchase. In all instances, categorization of Offeror's catalog product rests solely with Offeror.	Accepted
NOTICE TO OFFEROR Solicitation Number 24-08 V. PRICING – ELECTRONIC PRICE LISTS 7. Federal Funding Pricing.	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Offeror with advance notice of federal regulations that will apply to the federally funded procurement.	7. Federal Funding Pricing – Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. In all instances, Offeror shall be notified by Participating Agency when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess	Accepted

		whether Offeror can comply with applicable federal terms.	
NOTICE TO OFFEROR VI. EVALUATION PROCESS AND CRITERIA 2.a) Products/Pricing. Subsection iii.	Edits remove reference to "Manufacturers Suggested List Price", which term and/or definition is not relevant to this RFP, while leaving reference to "NET Price", which is relevant to this RFP.	• ~~Manufacturers Suggested List Price and~~ Net Price	Accepted
NOTICE TO OFFEROR VI. EVALUATION PROCESS AND CRITERIA 2.a) Products/Pricing. Subsection xv.	Additional language clarifies that "Not to Exceed Pricing" may be adjusted in accordance with Contract terms and conditions.	xv. Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted, unless a price adjustment, in accordance with contract terms and conditions, is mutually agreed upon. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.	Accepted
APPENDIX A DRAFT CONTRACT 11) TERMINATION OF CONTRACT c) Delivery/Service Failures.	Additional language defines scope of liability to which Contractor is exposed to should this term be triggered.	c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. In all instances, Contractor's liability is limited to the cost of the product or service that gave rise to the claim.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 11) TERMINATION OF CONTRACT e) Standard Cancellation.	Additional language makes "Standard Cancellation" mutual.	e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation or as otherwise mutually agreed upon. After the 30th business day all work will cease following completion of final purchase order.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 14) Delivery.	Additional language clarifies delivery timeline, which may be extended based on scenarios that, for example, may include 3rd party shipping or	14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order or as otherwise mutually agreed upon. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not	

	delay due to product back order. Edits also include Contractor standard shipping terms and conditions.	acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and ~~shall be included in all pricing~~ offered ~~unless otherwise clearly stated in writing. Standard~~ ~~ground~~ freight shipments are paid by Contractor Grainger on all catalog product orders, unless otherwise stated, to the customers place of business within the contiguous United States. All other charges imposed by the carrier related to the shipment and shipments outside the contiguous United States are paid by Region 4 ESC OMNIA Partners Members, unless otherwise agreed to in writing by Contractor Grainger. Region 4 ESC Members are responsible for all freight charges for Sourced Products. Non-standard shipping charges are calculated at the time of the order.	Accepted with changes in MAD
APPENDIX A DRAFT CONTRACT 15) Inspection & Acceptance.	Additional language requires "consultation" as each "defective" or "incorrect material" scenario may require return/replacement instructions unique to the product procured.	15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination, following consultation with Contractor, to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 16) Payment.	Additional language defines Contract payment timeframe.	16) Payments. Payment terms are NET 30 and shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 16) Price Adjustments.	Modifications remove price adjustment language that appears to not be applicable to this type of Contract while preserving Region 4 ESC requirement to approve such requests and Contractor's requirement to justify such a request.	17) Price Adjustments. ~~Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval.~~ Contractor may, based on market conditions, request adjustments to its contract catalog product pricing. All price increase~~s~~ requests must be supported by ~~manufacturer~~ documentation such as, ~~or~~ a formal cost justification letter. Price increases must be approved by Region 4 ESC. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC~~. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	Accepted in MAD
APPENDIX A	Additional language memorializes	18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all	

DRAFT CONTRACT 18) Audit Adjustments.	Contractor's requirement to refund validated overcharge amounts while removing language, "materially inconsistent", that is vague, overly broad, and presents risk, without limit, to Contractor.	purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. ~~Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. In all instances, should contract pricing discrepancies be identified by either party, once validated by both parties, Contractor shall promptly refund amount identified.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 19) Discontinued Product.	Modifications remove language that cannot be accepted absent an understanding of the specific "discontinued product" scenario.	19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is similar ~~the same or greater than~~ to the discontinued model.	Accepeted in MAD
APPENDIX A DRAFT CONTRACT 20) New Products/Services.	Modifications remove language that cannot be accepted absent an understanding of the specific "new product/services" scenario.	20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly ~~or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.	Accepted in MAD
APPENDIX A DRAFT CONTRACT 21) Options.	Modifications remove language that cannot be accepted absent an understanding of the specific "options" scenario.	21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is ~~priced at a~~ discounted similarly to other options; 2) the option is an enhancement to the unit that improves	Accepted in MAD

		performance or reliability.	
APPENDIX A DRAFT CONTRACT 30) Indemnity.	Modifications clarify application of "indemnity" terms to third-party claims and Contractor's role and responsibilities for Contractor related acts or omissions that will trigger these terms.	30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Accepted in MAD
APPENDIX D Exhibit A Response for National Cooperative Contract 1.4 Award Basis Second Section.	Modifications clarify that "Supplemental Agreements" will not continue beyond expiration of the Master Agreement absent purchase orders issued by Participating Agency and accepted by Supplier prior to expiration of the Master Agreement.	All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement provided purchase orders for Participating Agencies were issued and accepted by Supplier ~~to purchase orders may exceed the term of the Master Agreement if the purchase order is issued~~ prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for such sales ~~that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired~~.	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 1.5 Objectives of Cooperative Program Subsection B.	Modification clarifies Supplier's Master Agreement marketing strategy.	B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 2.1 Corporate Commitment.	Modifications clarify Supplier's corporate commitment to promoting Contract.	Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" ~~strategy~~ strategies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market strategies" to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners	Accepted in Exhibit A

		and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	
APPENDIX D Exhibit A Response for National Cooperative Contract 2.2 Pricing Commitment.	Modifications clarify that Supplier's contract catalog offering provides each Participating Entity with access to contract product at its lowest price point, absent customer specific pricing, such as volume discounts, offered other Participating Public Agencies.	Supplier commits the not-to-exceed pricing for its catalog product provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent other contract authorized Participating Public Agency customer specific discounts. ~~nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 2.3 Sales Commitment.	Modifications clarify Supplier's commitment to marketing Contract.	Supplier commits to aggressively market the Master Agreement as one of its go to market ~~strategy~~ strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection B.i.	Modifications clarify Supplier's corporate commitment to promoting Contract.	Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market ~~strategy~~ strategies within first 10 days	Accepted in Exhibit A
APPENDIX D Exhibit A Response for	Modification removes requirement to provide Supplier's other contract customer confidential and	D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. ~~Include a list of current cooperative contracts (regional and national)~~	Accepted in Exhibit A

National Cooperative Contract 3.3 Marketing and Sales. Subsection D.	proprietary information.	~~Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~	
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection F.ii.	Modification to language removes reference to "Best" government pricing, which based on the scope and breadth of Supplier's contract customer base, and uniqueness of each customer contract negotiated, cannot be made here.	~~Best government pricing~~ Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection K.	Modification removes language that Supplier cannot comply with, while inserting language that Supplier can comply.	State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sales. ~~Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.~~	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract 3.3 Marketing and Sales. Subsection M.	Modifications reflect Supplier's inability to "guarantee" annual minimum Contract sales, while also affirming Supplier's commitment to promoting this Contract to Public Agencies.	$ 0.00 in year one $ 0.00 in year two $ 0.00 in year three ~~To the extent~~ Supplier does not guarantees minimum Contract Sales but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers ~~the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~	Accepted in Exhibit A
APPENDIX D Exhibit A Response for National Cooperative Contract	Modifications reflect terms to which Supplier can/will comply.	ii. If competitive conditions require ~~pricing lower than the standard Master Agreement not to exceed pricing~~, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. ~~iii. Respond with pricing higher than Master~~	Accepted in Exhibit A

3.3 Marketing and Sales. Subsection N.		~~Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~ ~~iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~ ~~Detail Supplier's strategies under these options when responding to a solicitation.~~	
Exhibit B Administration Agreement, Example Administrative Fee, Reporting & Payment Section 12.	Modification adds "additional freight charges" to the list of charges not applicable when calculating Supplier's administrative fees.	An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, additional freight charges, and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.	
Exhibit B Administration Agreement, Example Administrative Fee, Reporting & Payment Section 14.	Modification adds language that exempts "Administrative Fees" subject to dispute from late fee interest.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due, absent Administrative Fees subject to dispute between the parties, shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	
Exhibit B Administration Agreement, Example	Modifications balance application of terms while removing language that is vague, overly broad, and presents risk, without	15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports	

Administrative Fee, Reporting & Payment Section 15.	limit, to Supplier.	submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at ~~the~~ a location mutually agreed upon by the parties ~~designated by OMNIA Partners~~. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to validate ~~resolve~~ the discrepancy and resolve to the parties ~~OMNIA Partners'~~ reasonable satisfaction~~, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit~~.	
Exhibit F Federal Funds Certifications Federal Certifications To Whom It May Concern #1.	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Contractor with advance notice of federal regulations that will apply to the federally funded procurement.	Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Offeror shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement. This form should be completed and returned.	Accepted
Exhibit F Federal Funds Certifications Federal Certifications Appendix II to 2 CFR Part 200 Sections (D) Davis-Bacon Act and (E) Contract Work Hours and Safety Standards Act #2.	Offeror's ability to comply with these regulations is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined.	Does offeror agree? Cannot certify compliance absent opportunity specific information. Initials of Authorized Representative of offeror.	Accepted

Exhibit F Federal Funds Certifications Federal Certifications Certification of Compliance with Buy America Provisions #3.	Offeror's ability to comply with this regulation is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined.	The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES: □ Cannot certify compliance absent opportunity specific information.	Accepted
Exhibit F Federal Funds Certifications Federal Certifications Federal Transit Administration (FTA) and Department of Transportation (DOT) - Buy America: Certification Requirement for Procurement of Steel or Manufactured Products #4.	Offeror's ability to comply with this regulation is dependent on opportunity specific information, which once provided and reviewed by Offeror, ability to comply will be determined.	The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. Check for YES: □ Cannot certify compliance absent opportunity specific information.	Accepted
Exhibit F Federal Funds Certifications Federal Certifications #5.	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Offeror with advance notice of federal regulations that will apply to the federally funded procurement.	Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Offeror is notified when federal funds will be used to procure product under the terms of this Contract and afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement.	Accepted
Exhibit F Federal Funds Certifications Federal Transit Administration (FTA) and Department of Transportation	Modification adds language that requires Participating Agency, when using federal funds to procure contract product or services to provide Contractor with advance notice of	Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation provided, Offeror is notified when federal funds will be used to procure product under the terms of this Contract and afforded a reasonable period of time to assess whether Offeror can comply with federal terms applicable to the procurement.	Accepted

(DOT) Special Conditions #6.	federal regulations that will apply to the federally funded procurement.		

Please see attached Main Doc RFP 24-08 Suppliers, Equipment, and Related Products and Services for a redlined PDF version of the exceptions/modifications to terms and conditions presented above.

24-08 Addendum 4
W.W. Grainger, Inc.
Supplier Response

Event Information

Number:	24-08 Addendum 4
Title:	Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Type:	Request for Proposal
Issue Date:	5/15/2024
Deadline:	6/27/2024 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click here to join.

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

Contact Information

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

W.W. Grainger, Inc. Information

Contact: Ken White
Address: 100 Grainger Parkway
Lake Forest, IL 60045-5201
Phone: (800) 472-4643
Email: Ken.White@grainger.com
Web Address: Grainger.com

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

Ken White
Signature

ken.white@grainger.com
Email

Submitted at 6/27/2024 11:24:10 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Grainger RFP 24-08 Offer and Contract Signature Form.pdf

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

Appendix B - Terms & Conditions Acceptance Form

Grainger Region 4 ESC RFP Appendix B Terms and Conditions Acceptance Form.pdf

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

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

Appendix C, Doc #1 Open Records Policy.pdf

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

Antitrust Certification Statements

Appendix C, Doc #2 Antitrust Certification Statements TC2155.05.pdf

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

Certificate of Interested Parties (Form 1295)

Exemption Documentation_Form 1295_Grainger 2023 AR (1).pdf

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

Texas Government Code 2270 Verification Form

Appendix C, Doc #4 TC2270 Verification Form.pdf

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

RFP 24-08 Market Basket

Grainger Complete_24-08_MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add

FInal Grainger Value Added Services.pdf

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

Submit FEIN and Dunn & Bradstreet report.

W.W. Grainger Inc.-DUNS005103494_02-12-2024.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications

Small Business Certifications.pdf

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

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

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

No response

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

Historically Underutilized Business (HUB) Certification

No response

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

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

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

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Grainger RFP 24-08 OMNIA Partners - Exhibit F Federal Funds Certifications.pdf

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

OMNIA Partners - Exhibit G New Jersey Business Compliance

Grainger RFP 24-08 OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

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

MRO Addendum

Grainger AD 1 and 2.pdf

Response Attachments

Grainger Warranty Return Policy and Sourcing Terms.pdf

Grainger Warranty Return Policy and Sourcing Terms

WWG 2023 Annual Report.pdf

WWG 2023 Annual Report

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 Shipping Costs

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

[redacted]

7 **Warranty Pricing**

Provide pricing for warranties on all products and services.

[redacted]

8 **Describe any return or restocking fees.**

[redacted]

9 **Describe any installation charges and when they are applicable.**

[redacted]

10 **Discounts or Rebates**

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

[redacted]

11 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

[redacted]

12 **Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

[redacted]

13 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

[redacted]

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

[redacted]

15 **Not to Exceed Pricing**

[redacted]

16 **Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.**

17 **Federal Funding Pricing**

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

☑ Agree

☐ Disagree

18	**Appendix D, Exhibit A, OMNIA Partners Response for National Contract** Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
19	**Appendix D, Exhibit B, OMNIA Partners Administration Agreement** The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
20	**Appendix D, Exhibits F and G** Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
21	**Describe how Offeror responds to emergency orders.** [redacted]
22	**What is Offeror's average Fill Rate?** [redacted]
23	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.** [redacted]
24	**Describe Offeror's return and restocking policy.** [redacted]

25 **Describe Offeror’s ability to meet service and warranty needs.**

[redacted]

26 **Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.**

[redacted]

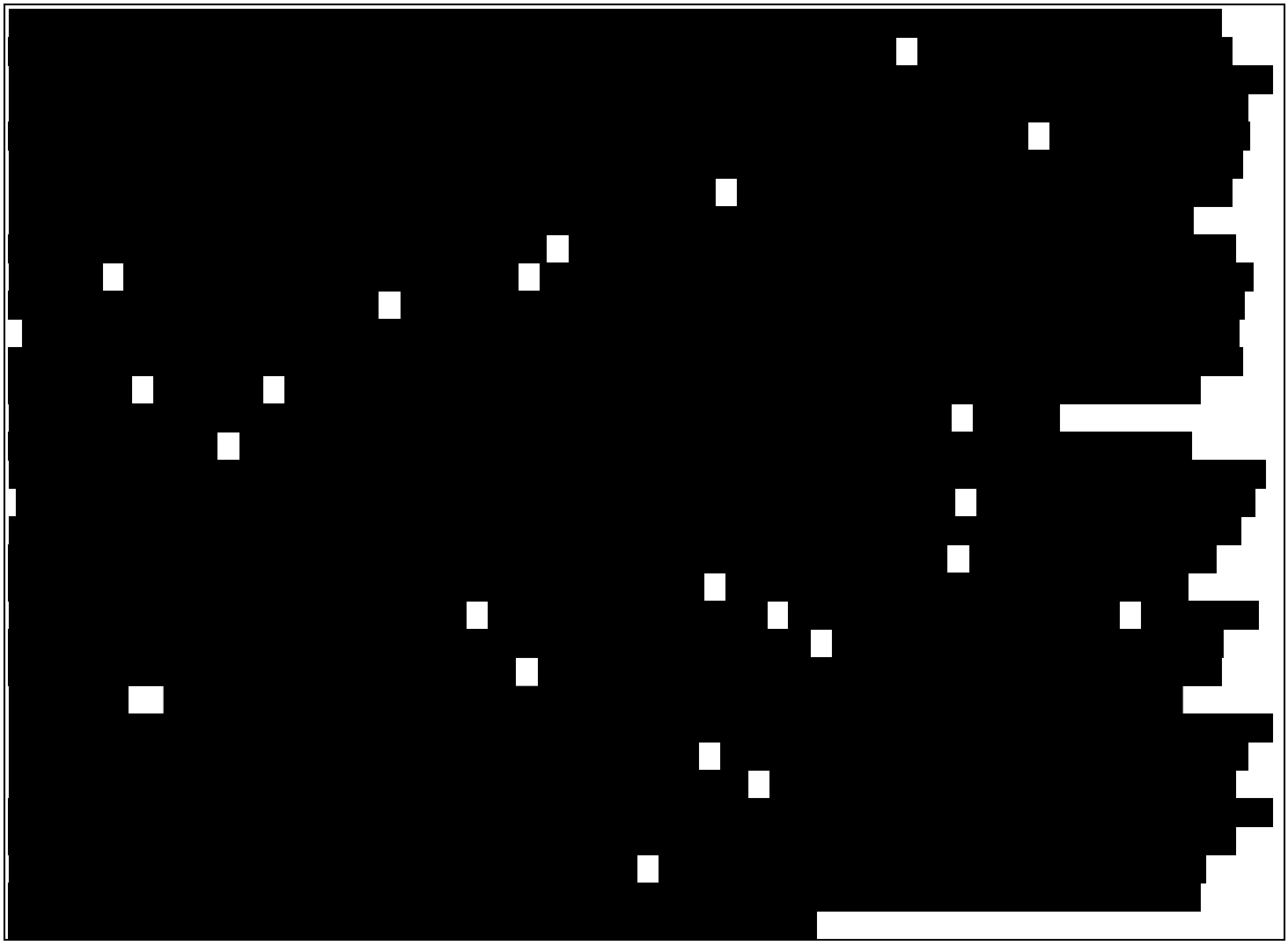
27 **Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.**

[redacted]

28 **Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

[redacted]

29 **Describe Offeror's contract implementation/customer transition plan.**

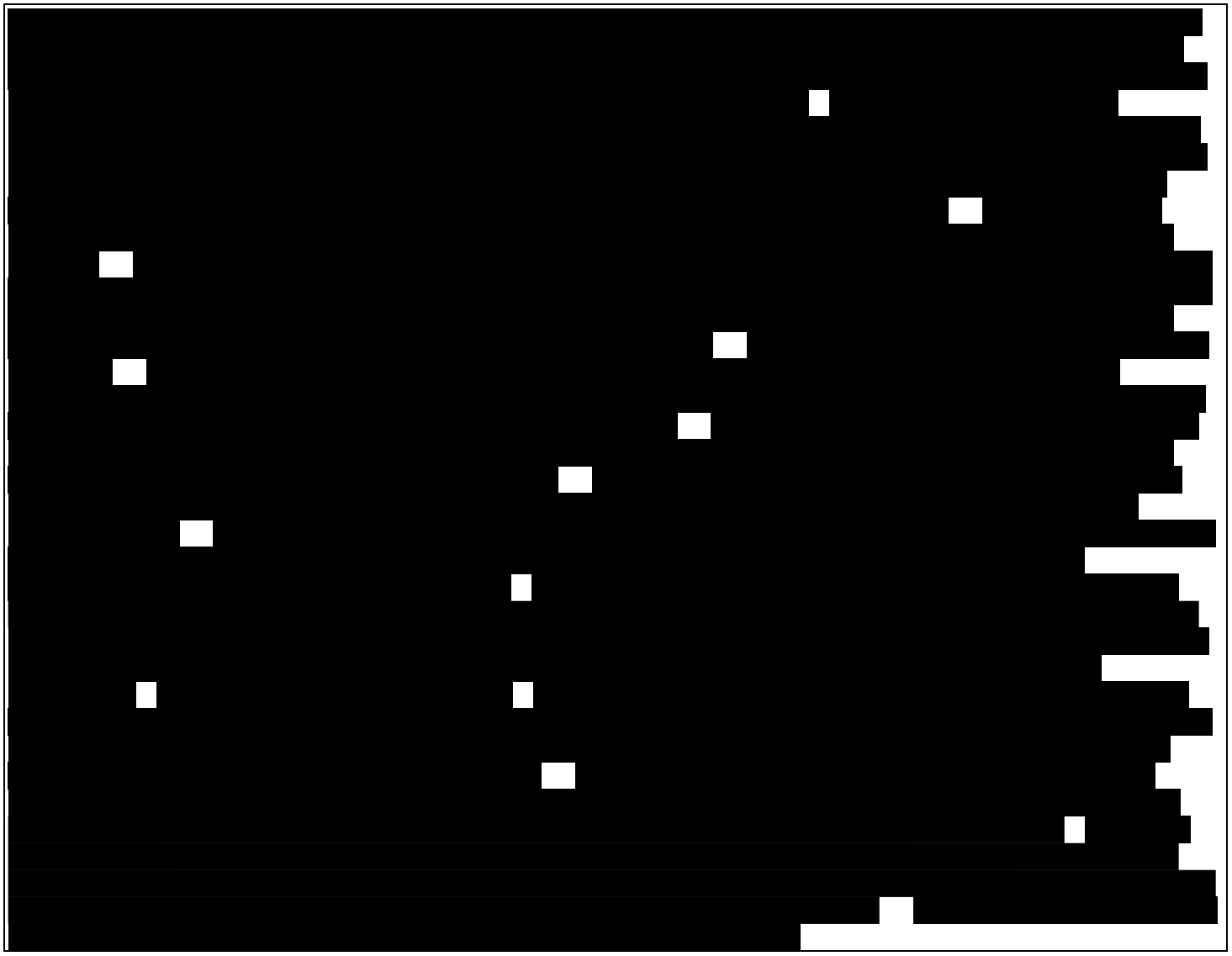


30 **Describe the financial condition of Offeror.**



31 **Describe Offeror's ordering capabilities for Participating Public Agencies.**

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.



32 **Describe the Offeror’s safety record.**



33 **Describe Offeror's green or environmental initiatives or policies.**

[redacted]

34 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

[redacted]

.

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

[redacted]

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

[redacted]

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

[redacted]

38 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are preforming in accordance with the contract.

[redacted]

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

[redacted] Ken White, National Government Sales Manager, will manage Grainger resources supporting the Region 4 ESC OMNIA Partners agreement. [redacted]

40 **Describe Offeror's experience working with the government sector.**

[redacted] Grainger provides MRO products and services to all 50 states and the District of Columbia via individual contract, cooperative agreement, or open market purchases. [redacted]

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

[redacted] W.W. Grainger, Inc., a publicly held company with over 25,000 employees across the US and internationally, is party to thousands of contracts. [redacted]

42 References

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Entity name: Brownsville ISD Mrs. Rosario Pena, Director (956) 548-8361 | rpena@bisd.us Brownsville, Texas 5+ Entity name: Texas Southmost College Patricia G. Saldivar, MBA Director of Purchasing 956.295.3426 | patricia.saldivar@tsc.edu Brownsville, Texas 5+ Entity name: Harlingen CISD Antonio (Tony) Gracia, Director of Purchasing (956) 430-9740 Ext. 6876 | laura.melton@hcisd.org?? Harlingen, Texas 78550 5+ Entity name: City of Los Angeles Troy Lee, Director of Supply Chain Services Division 213-928-9506 | troy.lee@lacity.org Los Angeles, CA 10+ Entity Name: Northwest ISD Jennifer Tallman, CTSBO Senior Buyer 817-215-0092 (direct line) | jtallman@nisdtx.org Fort Worth, TX 3+ Entity name CHARLES COUNTY PUBLIC SCHOOL Carletta M. Grier, Contract Administrator 301-934-7337 | cgrier@ccboe.com LaPlata, MD? 5 Entity name: Fort Bend ISD Maintenance Louis Perez, Supervisor Warehouse Facilities Maintenance And Operations Purchasing & Materials MGMT 281 330-6562 | Louis.Perez@fortbendisd.com Stafford, TX 35 Entity name: Katy ISD Maintenance & Operations Angelica Garcia, Fleet/Warehouse/Dispatch Maintenance Supervisor 281.396.2513 | angelicagarcia@katyisd.org Katy, TX Years Serviced: 10 Entity name: Houston ISD Michelle Chevalier, MBA, Category Specialist, Purchasing Services?? 713-556-7682 (office) | mchevali@houstonisd.org ?? Houston, TX 77092-8501 ?? 15 Entity name: North Texas Tollway Authority Kevin Panning, Warehouse Supervisor 214-224-2296 | KPanning@ntta.org Plano, TX 4

43 Value Add

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

[redacted]

44 Competitive Range

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

45 Past Performance

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

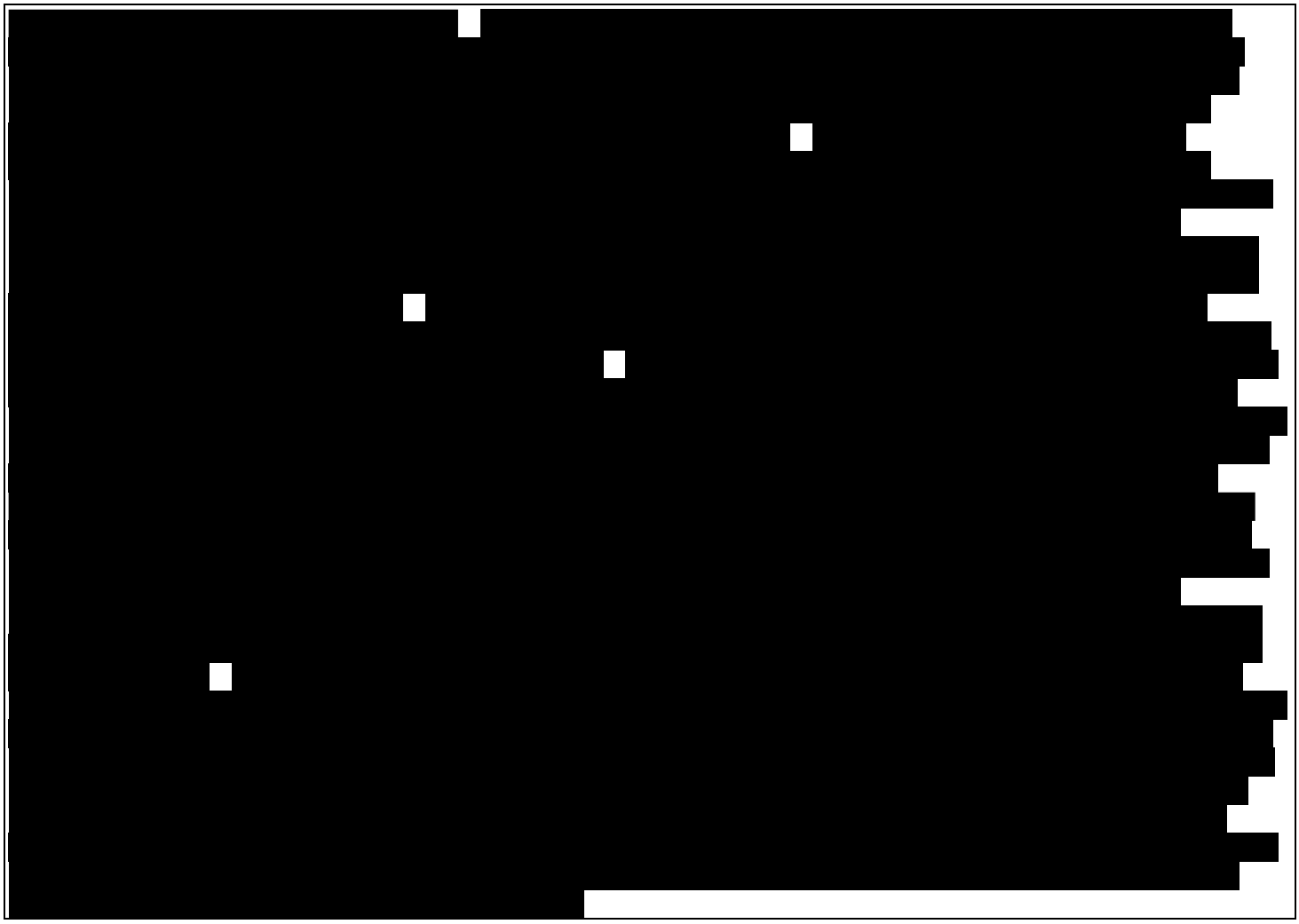
46 **Additional Investigations**

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

47 **Supplier Response**

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

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



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



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

[redacted]

51 **Annual sales for the three previous fiscal years.**

$16500000000

52 **Annual sales for the three previous fiscal years.**

$15200000000

53 **Annual sales for the three previous fiscal years.**

$13000000000

54 **Indicate if supplier holds any certifications and include proof of such certification.**

Minority Women Business Enterprise

☐ Yes

☑ No

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

NA

56 **Indicate if supplier holds any certifications and include proof of such certification.**

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐ Yes

☑ No

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

NA

58 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business (HUB)

☐ Yes

☑ No

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

NA

60 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes

☑ No

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

NA

62 **Indicate if supplier holds any certifications and include proof of such certification.**

Other recognized diversity certificate holder

☐ Yes

☑ No

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

NA

64 **Contractor Relationships**

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

[redacted] Grainger is a distributor of MRO products and related services. Grainger does not subcontract its services. [redacted]

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

[redacted]

66 **Felony Conviction Notice**

Indicate if the supplier:

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

☑ publicly held corp. & reporting is not applicable

☐ not owned/operated by who has felony conviction

☐ is owned or operated by an individual(s) who has

67 **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

Grainger is not debarred or suspended, nor has it previously been debarred or suspended.

68

Distribution, Logistics

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

[redacted]

69

Distribution

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

[redacted] Grainger products and services are offered and delivered throughout the U.S. and its Territories. Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and Distribution Centers tailor inventory to Member location demands to ensure product is available for immediate pickup, same-day shipment or same-day delivery. [redacted]

70

Indicate if Offeror is licensed to do business in all 50 states.

☑ Yes

☐ No

71 Distribution

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

[redacted]

72 Logistics

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

[redacted]

73 Logistics

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

[redacted] Grainger operates 14 distribution facilities, 6 bulk warehouses, and 250 full-service branch locations. Grainger's full-service branch locations are located throughout the US, including 33 in Texas. The location and capacity of each Grainger Distribution Center follows: Location, Square Footage Southaven, MS 230,000 Cleveland, OH 395,000 Dallas, TX 560,000 Greenville, SC 1.1 million Jacksonville, FL 230,000 Kansas City, MO 1.3 million Minooka, IL 1.1 million Mira Loma, CA 345,000 Patterson, CA 820,000 Bordentown, NJ 1.3 million Denver, CO 45,000 Plymouth, MN 35,000 Seattle, WA 56,000 Louisville, KY 1.5 million Two new Distribution Centers are under construction in Portland, OR and Houston, TX.

74 **Marketing and Sales**

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

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

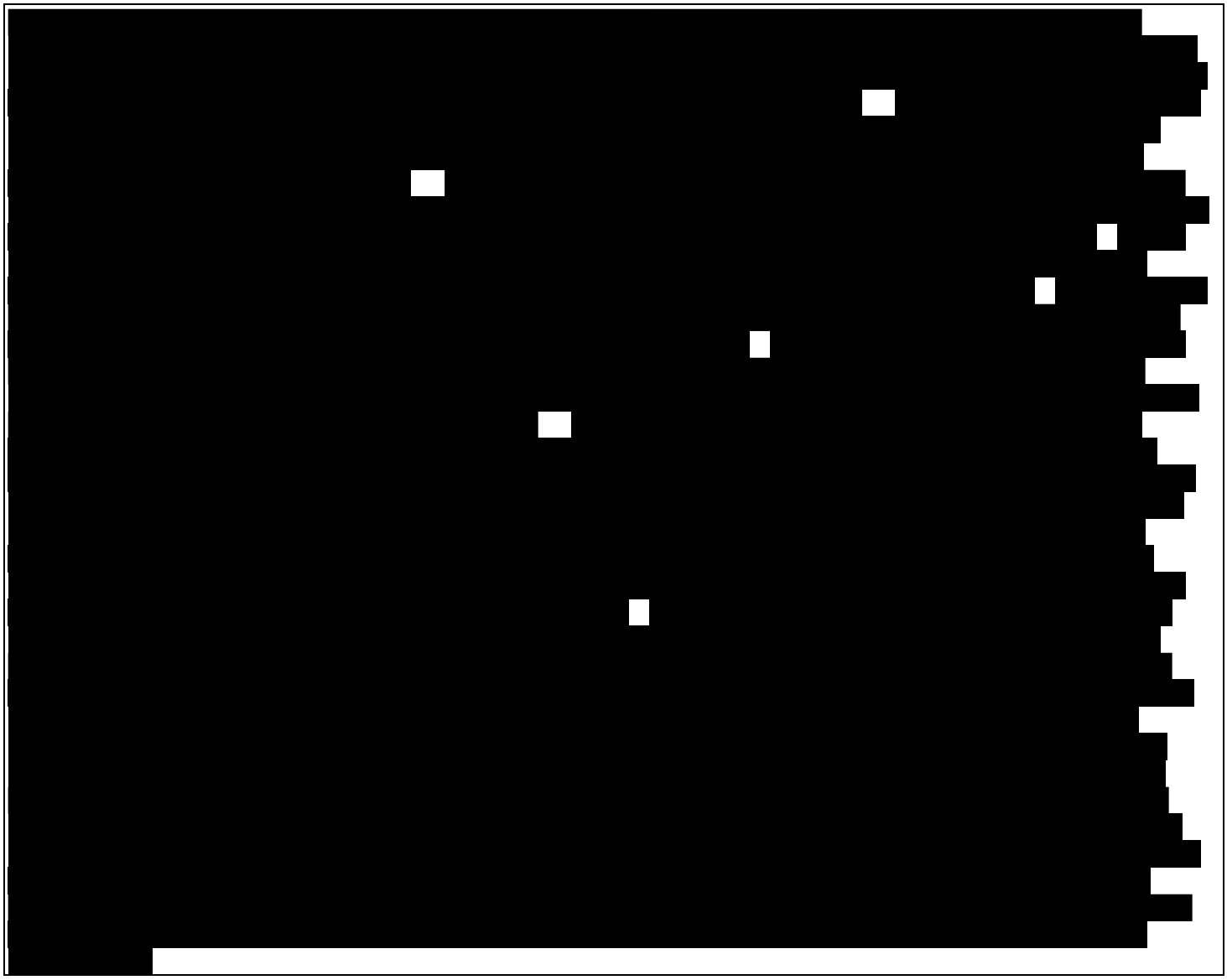
[redacted] Upon award, Grainger will align with Region 4 ESC / OMNIA to build a comprehensive 90-day plan to meet the objectives of all involved. Grainger's goal is to execute all initiatives and strategies successfully and to enhance efforts. [redacted]

75 **90-day Plan**

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

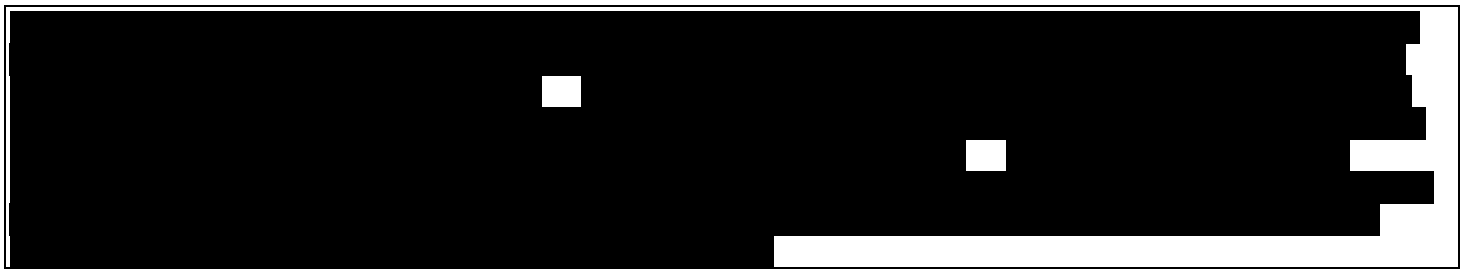
- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners



76 **Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.



77 **Logo**

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

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

☑ Yes

☐ No

79 **Training**

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

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

☑ Yes

☐ No

80 **Responsibility**

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

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

[redacted]

8 1

Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

[redacted]

8 2

Implementation

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

[redacted]

8 3

Program Management

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

[redacted]

8 4

Supplier's Customer List

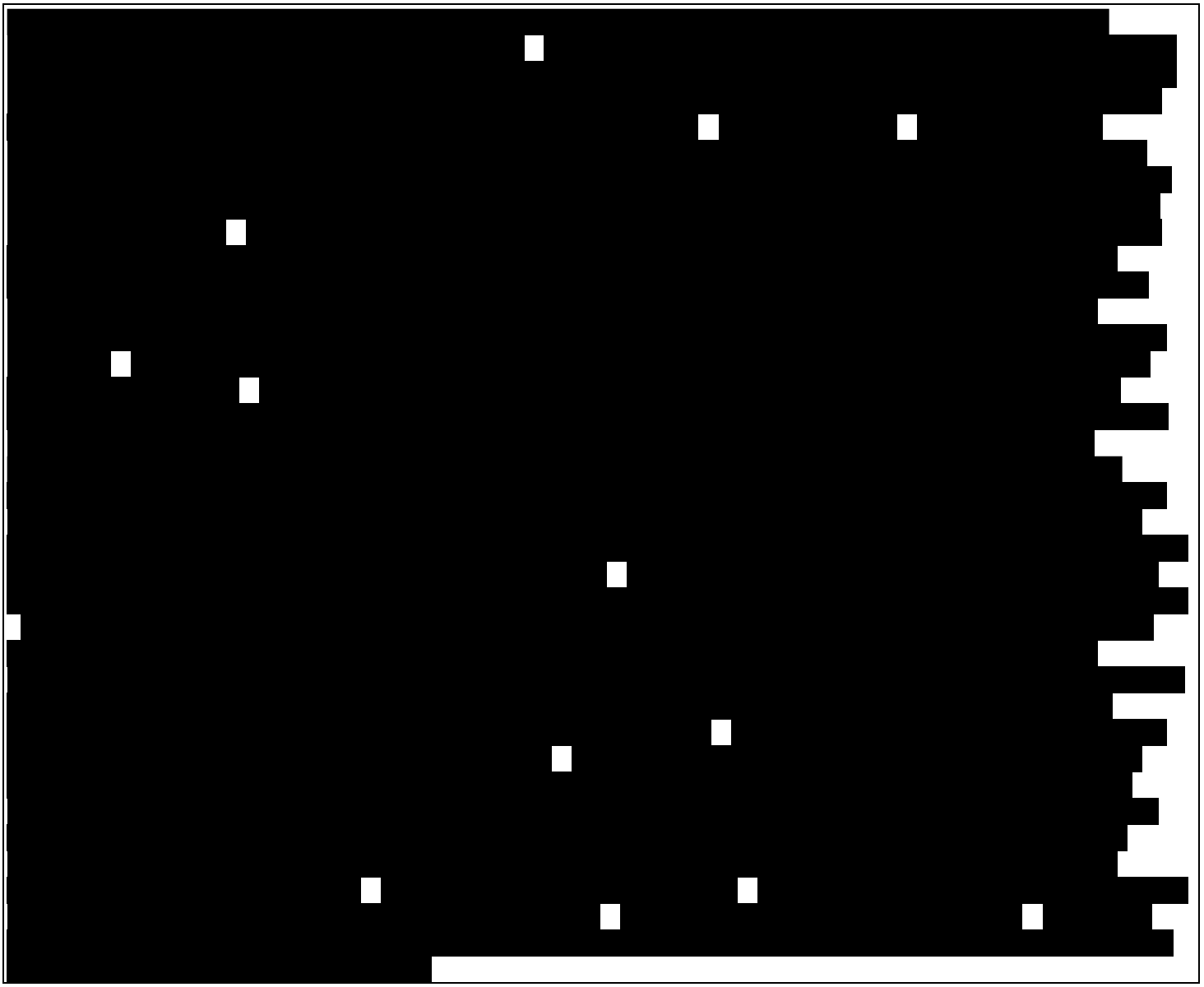
State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Grainger's Government and Public Agency business in 2023 totaled 16% of our total 2023 revenue of $16.5 billion. [redacted]

85

System Capabilities and Limitations

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



86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89 **Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.**

90 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

[redacted]

91 **General Terms and Conditions**

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

☑ I certify compliance with this attribute.

92 **Felony Conviction Notification**

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

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

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

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

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

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

93 **Name of Felon and Nature of Felony, if applicable**

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

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

NA

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

96	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

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

98

Entities that Boycott Israel

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

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

☑ I certify compliance with this attribute.

99

Foreign Terrorist Organizations

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

☑ I certify compliance with this attribute.

100

Firearm Entities and Trade Associations Discrimination

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

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

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

☑ I certify compliance with this attribute.

101

Energy Company Boycott Prohibited

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

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

☑ I certify compliance with this attribute.

102

Critical Infrastructure Affirmation

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

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

☑ I certify compliance with this attribute.

103	**Open Records Policy** All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act. The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below: **OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. **OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event. *(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)* ☐ OPTION A - No proprietary information ☑ OPTION B - Proprietary information marked
104	**Consent to Release Proposal Tabulation** Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information. ☑ I certify compliance with this attribute.

105 **Contracting Information**

If Vendor is not a governmental body and

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

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

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

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

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

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

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

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

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

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

(3) on completion of the Agreement, either

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

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

☑ I certify compliance with this attribute.

106 **Anti-Trust Certification Statement**

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

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

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

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

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

☑ I certify compliance with this attribute.

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

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

108	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.

109	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

110

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

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

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

☑ I certify compliance with this attribute.

111

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

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

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

☑ I certify compliance with this attribute.

112

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

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

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

☑ I certify compliance with this attribute.

113

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

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

☑ I certify compliance with this attribute.

114

Federal Rule (H) - Debarment and Suspension

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

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

115	**Federal Rule (I) - Byrd Anti-Lobbying Amendment** **(I)** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:* *(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.* *(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.* *(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.* *This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.* ☑ I certify compliance with this attribute.
116	**Federal Rule (J) - Procurement of Recovered Materials** **(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.* ☑ I certify compliance with this attribute.

117	**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment** **(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
118	**Federal Rule (L) - Buy American Provisions** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
119	**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

120	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
121	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
122	**Federal Rule - Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

123

Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

☑ I certify compliance with this attribute.

124

Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

125

Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

126

Indemnification

Acts or Omissions

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

Infringements

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

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

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

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

☑ I certify compliance with this attribute.

127

Excess Obligations Prohibited

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

☑ I certify compliance with this attribute.

128

Suspension and Debarment

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

☑ I certify compliance with this attribute.

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

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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E

OFFEROR ITEM NUMBER	OFFEROR ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, Face Valve)	UNIT OF MEASURE (PACK, 1 face Valve)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, 1 ave/cable)	ALTERNATE UNIT OF MEASURE (PACK, 1 ave/cable)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
142780				Kit WITHDRAW TURNKEY FILE														
25295				4 in #8 HEX HEAD SELECT STUD														
25296				1 in #8 HEX HEAD SELECT STUD														
25303				4 in #10 HEX HEAD SELECT STUD														
138897				Kit 1 in #8 HEX HEAD SELECT STUD														
142780				KIT

MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

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

Company Name _W.W. Grainger, Inc. _____

Contact Person Ken White _____

Signature KenWhite _____ Date

_0624234_____

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

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

ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E

OFFERORS ITEM NUMBER	OFFERORS ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, Face Valve)	UNIT OF MEASURE (PACK, 1 face Valve)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, 1 ave/dMG)	ALTERNATE UNIT OF MEASURE (PACK, 1 ave/dMG)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
142780				Kit WITHDRAW TURNKEY FILE														
25295				4 in #8 HEX HEAD SELECT STUD														
25911				1 in - #8-32 - Multi-Tab Plate - thru fit														
25913				#8-32 x 2 in 316 Stainless Steel Cap Sc														
25897				#8 - 32 x 1/2 - 316 Stainless Steel Cap Sc														
142781				#8-32 -1/2 SHCS														
7120				1-1/4 in 4 in Self-Retracting Scissors														
212722				Kit WARNING SIGN CONCRETE SAFE														
212717				Kit WARNING SIGN CONCRETE SAFE														
142817				CAN SEALANT INTERIOR CAPACITANCE PA														
142808				Kit CLEAR SHOWING WHETHER OR NOT SE														
25941				5 in FF PHILLIPS BAR SHOWN														
259897				#8 HOWE Kit set 10 in 5/8 wide and a Plas T M Extension - 90 in to 10 in - Actual - 15.625 in x 10.07 in														
142812				Kit WARNING SIGN CONCRETE SAFE CAN														
142813				1 in x 3 inch FF BOLT														
25955				1/4-20 x 2 in STAINLESS STEEL WASHER														
7006				4 in # TOP SCREW #8 PHASE Single														
7 #8 #5				8 - - 32 TOP SCREW #8 WASHER HEA														
142824				Kit #8 WHITE NYLON SELF PUSH BAR														
212723				1/4-20 x 2 in STAINLESS STEEL WASHER														
25957				5/16-18 x 1 in 18-8 STAINLESS STEEL														
142842				1 in 5/8 DRIVE WHITE														
142843				#10 x 3/4 in SELF-DRILLING SCREW														
25958				1/4-20 x 3/4 in STAINLESS STEEL WASHER														
25972				1/2 INCH PLASTIC CAP FOR 1 in Handle Holes Actual - 90 in to 2.0 in x 0.5 in														
142872				1/2 INCH STAINLESS STEEL CAP FOR 1 in														
25959				1 in #8 HEX HEAD SELECT STUD														
25960				5/8 in #10 FF SCREW														
7 #8#4				4 in FF PHILLIPS #8 - 18 SCREW														
212724				1 inch screw is countersunk when seen														
142877				1/4 in 1/2 in STAINLESS STEEL SCREW														
7 #8 #5				7 - - 32 TOP SCREW #8 WASHER HEA														
25966				5/8 in #10 FF SCREW														
142858				5/8 in 1/4-20 FF SCREW														
25967				1/4-20 x 5/8 in ZINC PL T W SHIM														
142863		Kit LIGHTING	TUNGSRAM-ARIOS	Flat - round - Lens T5 Dual 21W														
259923		Kit LIGHTING	OSRAM-PHOENIX	Flat - round - Lens T5 Dual 21W														
25199		Kit LIGHTING	PHOENIX-PHOENIX	Flat - round - Lens T5 for 2 Dual 120W														
212712		Hydraulic duct	Amazing	1 in 1/2 in #8 HEX HEAD SELECT STUD														
142864		Kit LIGHTING	TUNGSRAM-ARIOS	Flat - round - Lens T5 for 1 Dual 120W														
142877		Kit	Amazing	Hand Screwdriver for small Kit														
142865		Kit LIGHTING	OSRAM-PHOENIX	Flat - round - Lens T5 for 1 Dual 120W														
142867		Kit LIGHTING	PHOENIX-PHOENIX	Flat - round - Lens T5 for 1 Dual 120W														
25		Computer	Dell	1 in 1/4 - - #8 - 32 - - - - 1 in														
259961		Kit HARDLOK	Fastrip	Set Cap Threaded Flat - Dia Dial SERVICE														
259299		Hydraulic duct	Fastrip	Pan Hd Thread Former - 32 oz - Fastrip														
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MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

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

Company Name _W.W. Grainger, Inc._____

Contact Person _Ken White_____

Signature _Ken White_____

Date _062424_____

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

In accordance with NOTICE TO OFFEROR, Solicitation Number 24-08 Request for Proposal ("RFP"), III. INSTRUCTIONS TO OFFERORS, Section 5. Open Records Policy, "Offeror must provide this information (sections of response exempt from disclosure) on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Please see confidential information exempt from disclosure at Attachment 1.

Ken White

National Government Sales Manager — 062424

Authorized Signature & Title — Date

W.W. Grainger,
Inc. 100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

June 27, 2024

Submitted via upload to Appendix C, Doc #1 portal, www.region4esc.ionwave.net

RE: Solicitation Number 24-08 Request for Proposal by Region 4 Education Service Center ("ESC") for Maintenance, Repair and Operations Supplies, Equipment, and Related Products and Services, Appendix C, Doc #1, Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy and Confidential Disclosure

Dear: Region 4 ESC,

Through this letter, W.W. Grainger, Inc. ("Grainger") acknowledges and claims that portions of its response to Solicitation Number 24-08 Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Related Products and Services (please see attachment), are, in accordance with Region 4 ESC's Open Records Policy at RFP Appendix C, Doc #1, protected from disclosure under Tex. Gov't Code § 552.110 and § 552.1101.

Information Excepted from Disclosure under Tex. Gov't Code § 552.110

Under Tex. Gov't Code § 552.110(b), except as provided by Tex. Gov't Code § 552.0222 (disclosure of contracting information), information is excepted from disclosure if it is demonstrated based on specific factual evidence that the information is a trade secret. Trade secret is defined as:

> all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:
>
> (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and
>
> (2) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

Similarly, except as provided by Tex. Gov't Code § 552.0222, commercial or financial information as defined in Tex. Gov't Code § 552.1101, for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from disclosure. Tex. Gov't Code § 552.110(c).

Grainger has shared certain of its information that is comprised of Grainger's trade secret information and commercial or financial information, and this trade secret and commercial or financial information is excepted from disclosure under Tex. Gov't Code § 552.110.

Trade Secret Information

The Attorney General's Public Information Handbook states:

> Prior open records decisions of the attorney general use the definition of "trade secret" from the Restatement of Torts, section 757 (1939). However, "trade secret" is now defined within section 552.110(a). Accordingly, analyses of section 552.110 must use the definition within section 552.110(a).
>
> … Open Records Decision No. 552 (1990), discussing the predecessor statute, noted that the attorney general is unable to resolve disputes of fact regarding the status of information as "trade secrets" and must rely upon the facts alleged or upon those facts that are discernible from the documents submitted for inspection. For this reason, the attorney general will accept a claim for exception as a trade secret when a prima facie case is made that the information in question constitutes a trade secret and no argument is made that rebuts that assertion as a matter of law.

Certain portions of Grainger's RFP responsive constitutes trade secret and confidential commercial and proprietary information maintained by Grainger with respect to which Grainger has taken reasonable measures under the circumstances to keep secret, specifically the identity and the contact information of its sales staff, its business references, organizational structure, business model, accomplishments, strategy, including strategic investments, initiatives, operational plans and functionalities, discounts and pricing methodology, processes, algorithms, system capabilities and weaknesses, reporting, and, its industry best practices and innovations (the "Trade Secret Information"). As described in further detail herein, Grainger, as the owner of the Trade Secret Information, has taken reasonable measures to keep the information secret; and the Trade Secret Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person or business entity who can obtain economic value from the disclosure or use of the information, e.g., Grainger's competitors.

Confidential Commercial and Proprietary Information

The Trade Secret Information also constitutes confidential commercial and proprietary information, disclosure of which would cause substantial competitive harm to Grainger. If the Trade Secret Information contained in Grainger's response to this RFP is made public, Grainger's competitive position in relation to its competitors would be substantially and negatively impacted.

Exceptions, relevant to the scenario at hand, from release of confidential and proprietary information are addressed in Tex. Gov't Code § 552.1101, wherein:

> (a) Except as provided by Tex. Gov't Code § 552.0222, information submitted to a governmental body by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from the requirements of Tex. Gov't Code § 552.021 if the vendor, contractor, potential vendor, or potential contractor that the information relates to demonstrates based on specific factual evidence that disclosure of the information would:
>
> (1) reveal an individual approach to:
>
> (A) work;
> (B) organizational structure;

(C) staffing;
(D) internal operations;
(E) processes; or
(F) discounts, pricing methodology, pricing per kilowatt hour, cost data, or other pricing information that will be used in future solicitation or bid documents; and

(2) give advantage to a competitor.

Based on Grainger's argument here and supporting information, and although narrative provided within Grainger's RFP may, individually appear in the public domain, collectively it does not. It is the collection and strategic presentation of RFP information that, if released, will give advantage to a Grainger competitor. To this end, Grainger claims that the Trade Secret Information included within its RFP falls within exceptions presented by Tex. Gov't Code § 552.110 and § 552.1101, and therefore, should not be disclosed.

Conclusion

If or as required in response to a third-party request for release of information within Grainger's RFP, identified page-by-page and line-by-line as exempt from disclosure, Grainger respectfully requests that the Attorney General confirm that the Trade Secret Information contained and identified within this RFP is not subject to disclosure under Tex. Gov't Code § 552.110 and § 552.1101.

Should you have questions or would like to discuss any aspect of our clarifications and exceptions in greater detail, please contact me.

Sincerely,

Ken White

Ken White
Senior National Government Sales Manager
720-988-7669
ken.white@grainger.com

In accordance with NOTICE TO OFFEROR, Solicitation Number 24-08 Request for Proposal ("RFP"), III. INSTRUCTIONS TO OFFERORS, Section 5. Open Records Policy, "Offeror must provide this information (sections of response exempt from disclosure) on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Please see confidential information exempt from disclosure below.

Response to questions under Attributes Tab.

Response to question 6, all narrative.

Response to question 7, all narrative.

Response to question 8, all narrative.

Response to question 9, all narrative.

Response to question 10, all narrative.

Response to question 11, all narrative.

Response to question 12, all narrative.

Response to question 13, all narrative.

Response to question 14, all narrative.

Response to question 15, all narrative.

Response to question 16, all narrative.

Response to question 21, all narrative.

Response to question 22, all narrative.

Response to question 23, all narrative.

Response to question 24, all narrative.

Response to question 25, all narrative.

Response to question 26, all narrative.

Response to question 27, all narrative.

Response to question 28, all narrative.

Response to question 29, all narrative.

Response to question 30, all narrative.

Response to question 31, all narrative.

Response to question 32, all narrative.

Response to question 33, all narrative.

Response to question 34, all narrative.

Response to question 35, last section.

Response to question 36, all narrative.

Response to question 37, all narrative.

Response to question 38, all narrative.

Response to question 39, all narrative following first sentence.

Response to question 40, all narrative following first sentence.

Response to question 41, all narrative following first sentence.

Response to question 43, all narrative.

Response to question 48, all narrative.

Response to question 49, all narrative.

Response to question 50, all narrative.

Response to question 64, all narrative following first sentence.

Response to question 65, all narrative.

Response to question 68, all narrative.

Response to question 69, all narrative following first sentence.

Response to question 71, all narrative.

Response to question 72, all narrative.

Response to question 74, all narrative following first sentence.

Response to question 75, all narrative.

Response to question 76, all narrative.

Response to question 80, all narrative following first sentence.

Response to question 81, all narrative.

Response to question 82, all narrative.

Response to question 83, all narrative.

Response to question 84, all narrative following first sentence.

Response to question 85, all narrative.

Response to question 90, all narrative.

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

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

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

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

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

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

Company W.W. Grainger, Inc.

Address 100 Grainger Parkway
Lake Forest, IL 60045

Phone 800-472-4643 - toll free

Fax NA

Contact

Signature

Ken White
Printed Name
National Government Sales Manager
Position with Company

Official Authorizing Proposal

Signature

Ken White
Printed Name
National Government Sales Manager
Position with Company

GRAINGER®



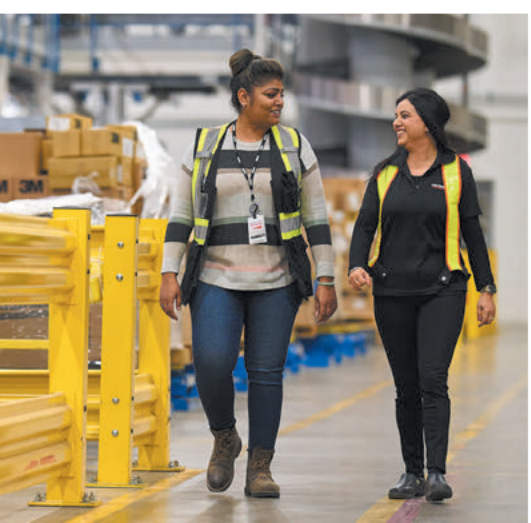








2023
Annual Report







About Us

W.W. Grainger, Inc., is a leading broad line distributor with operations primarily in North America, Japan and the United Kingdom. At Grainger, We Keep The World Working® by serving more than 4.5 million customers worldwide with products delivered through innovative technology and deep customer relationships. With 2023 sales of $16.5 billion, the Company operates two business models. In the High-Touch Solutions segment, Grainger offers approximately 2 million maintenance, repair and operating (MRO) products and services, including technical support and inventory management. In the Endless Assortment segment, Zoro.com offers customers access to more than 13 million products, and MonotaRO.com offers more than 22 million products. For more information, visit www.grainger.com.

2023 Financial Summary

During the year, the Company continued to drive strategy forward by remaining focused on what matters most—providing our customers with a great experience and exceptional service. The result of this focus delivered record sales and earnings for the year.

	High-Touch Solutions N.A.	Endless Assortment	Other[1]	Total Company
Revenue	$13.3B	$2.9B	$0.3B	$16.5B
Daily sales growth[2]	*9.3%*	*5.1%*	*14.1%*	*8.6%*
Daily, organic constant currency sales growth[2]	*9.4%*	*10.4%*	*13.5%*	*9.5%*
Adjusted Operating Margin[2]	17.8%	8.0%	(0.8)%	15.7%
Adjusted ROIC[2]	—	—	—	42.8%

[1] Grainger's businesses reported in 'Other' do not meet the criteria of a reportable segment. Includes the Cromwell business in the U.K.

[2] Reconciliations of the non-GAAP measures referenced in the table above to the most directly comparable GAAP measures are provide on page 82 of this report.

More than **26,000** team members



More than **4.5 million** active customers



52 consecutive years of dividend increases

$16.5 billion in sales in 2023

>30 million products offered globally

More than **5,000** primary suppliers



$1.2 billion returned to Grainger shareholders through dividends and share repurchases



Grainger's common stock is listed on the New York Stock Exchange under the trading symbol **GWW**

Our Purpose

We Keep The World Working®

Our Aspiration

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

Our Strategy

High-Touch Solutions model

We deliver compelling value-added MRO solutions through our teams of specialists and curated digital experiences.

- Advantaged MRO solutions
- Differentiated sales and services
- Unparalleled customer service

Endless Assortment model

We make business supply purchasing remarkably easy through a streamlined and transparent online relationship that provides access to everything a customer needs.

- Expansive product assortment
- Innovative customer acquisition and retention capabilities

Our Principles

The following principles are at the heart of how we work—with one another, our customers, suppliers and communities.

- Start with the customer
- Act with intent
- Win as one team
- Embrace curiosity
- Compete with urgency
- Invest in our success
- Do the right thing

The Grainger Edge

Grainger Shareholders:



D.G. Macpherson
Chairman of the Board and
Chief Executive Officer

At Grainger, we believe our success is measured by the positive impact we have on our customers, communities and team members. That is why our purpose, We Keep The World Working,® is embedded in everything we do – it shapes our decisions, fuels our performance and inspires our more than 26,000 team members each day.

In 2023, the Grainger Team strengthened our operational and service advantage in both the High-Touch Solutions and Endless Assortment segments and once again showed that we can deliver strong results which include:

- Delivered daily sales growth of 8.6% (9.5% in daily, organic constant currency)
- Outgrew the U.S. maintenance, repair and operating (MRO) market by approximately 525 basis points in the High-Touch Solutions U.S. business
- Increased registered users by 14% in the total Endless Assortment model
- Expanded operating margins by 130 basis points to 15.7%
- Produced adjusted ROIC of 42.8%, up more than 200 basis points versus prior year
- Generated record operating cash flow of more than $2.0 billion
- Returned $1.2 billion to shareholders through dividends and share repurchases

While proud of what we accomplished in 2023, we remain committed to winning for the long term.

Over the past few years, we've set out to accelerate our investments in supply chain capacity and technology to further strengthen our competitive advantage. The expansion of our supply chain network, including the recently announced distribution centers in Oregon and Texas as well as three new bulk warehouses, will contribute an additional 3.5 million square feet to the U.S. network – a more than 35% increase from the start of the year. This expansion enhances our operational efficiency and supports our ability to meet the evolving needs of our customers.

In addition to our supply chain expansion, we continue to build key technology infrastructure capabilities focused on two main domains that affect the customer experience: 1. Product Information Management, knowing our products better than anyone else, and 2. Customer Information Management, knowing our customers better than anyone else. These assets store, codify and scale our data, allowing us to leverage our deep product knowledge and understanding of the customer to enhance

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

NOTICE TO OFFEROR

Solicitation Number 24-08

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

SUBMITTAL DEADLINE: Thursday, June 27, 2024, 2:00 PM CENTRAL TIME

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system Ion Wave Technologies, Inc. at www.region4esc.ionwave.net. No hardcopies, email, or fax responses will be accepted.

Questions regarding this RFP must be submitted electronically using www.region4esc.ionwave.net no later than May 31, 2024. All questions and answers will be available at region4esc.ionwave.net. Offerors are responsible for viewing Ion Wave Technologies, Inc. to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on May 30, 2024 at 10:00 am CST via Zoom Meeting at https://esc4.zoom.us/j/97944602431.

The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: May 15, 2024

I. SCOPE OF WORK

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

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

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

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

NATIONAL CONTRACT

It is the intention of Region 4 ESC to establish a contract with a highly qualified offeror(s) for **Maintenance, Repair and Operations (MRO) Supplies, Equipment and Related Products and Supplies** on a national level. Offeror(s) shall, at the request of Region 4 ESC, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITONS.

Region 4 ESC, as the Principal Procurement Agency, defined in Exhibit D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entitles, non-profit entities, and agencies for the public benefit (**"Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use

of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibit D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Maintenance, Repair and Operations (MRO) Supplies, Equipment and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $350 Million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

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

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

Event	Date
Issue RFP	May 15, 2024
Pre-proposal Conference	May 30, 2024 at 10:00 am
Deadline for receipt of questions via email	May 31, 2024 EOB through IonWave
Issue Addenda (if required)	June 7, 2024
Proposal Due Date	June 27, 2024 at 2:00 pm
Approval from Region 4 ESC	August 27, 2024
Contract Effective Date	September 1, 2024

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   Days: calendar days
   Offeror: A supplier submitting a proposal in response to a solicitation.

2. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

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

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

   - Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;

- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

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

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

3. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

4. Additional Agreements: If an Offeror requires additional agreements. i.e. master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein are for the use of Participating Agencies and shall not replace Appendix A

5. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

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

6. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor

or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

7. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

   Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

8. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

9. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

10. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date can be made within the electronic bidding system. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request

has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

11. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

12. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

13. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

14. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

15. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

16. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

17. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

19. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

20. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

21. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

22. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Jorgannie Carter, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

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

IV. PRODUCT/SERVICES SPECIFICATION

1. The scope of this RFP shall include but is not limited to the following Product Categories:

    - Adhesives, Sealants and Tape
    - Air Filters
    - Appliances
    - Building Materials
    - Cabinets, Countertops and Related Materials
    - Cleaning Equipment and Supplies
    - Electrical Supplies and Equipment
    - Emergency Preparedness
    - Fasteners, Hardware, Hand Tools
    - General Maintenance Supplies
    - Green/Sustainable Products
    - HVAC Supplies
    - Ice Machines and Refrigeration
    - Irrigation Equipment and Supplies
    - Janitorial Supplies
    - Landscaping Supplies
    - Lighting, Ballasts, and Bulbs
    - Lubricants, Sealants and Paint
    - Machine and Cutting Tools
    - Material Handling and Storage Supplies
    - Measuring Tools and Test Instruments
    - Motors, Pumps
    - Outdoor Garden Supplies and Equipment
    - Paint, Equipment and Supplies
    - Plumbing Supplies
    - Pneumatic Tools
    - Power Tools and Accessories
    - Raw Materials
    - Safety and Security Related Items
    - Swimming Pool Chemicals
    - Tools (General Purpose and Machine)
    - Window Treatments
    - Services (Installation, Glass Cutting, Rental, Etc.)
    - Welding and Soldering
    - Other Related Categories

2. **Supplies/Balance of Line**

   Offerors are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Products and Services. All products offered shall be new, unused and of the latest design and technology.

3. **Related Services**

   Offerors should submit auditable pricing for any and all related products and services offered.

4. **Training and Education**

   Offerors should have the ability to provide on-site and/or online training and education programs/seminars.

5. **Other Services**

   Offerors should include other value-add services not included in the above categories including trade-ins, leasing, financing and include the pricing structure for each of these items.

6. **Ordering Capabilities**

   a) The Successful Offeror(s) shall provide an electronic on-line catalogue and have a fully operational website that enables on-line ordering by the individual Participating Public Agencies. Features shall include product lookup that indicates Region 4 ESC contract price, ability to set purchasing authorization limits, and ability to download order invoice history reports.

   b) The Successful Offeror(s) shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location.

V. PRICING – ELECTRONIC PRICE LISTS

1. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet on a variety of products to Reqion 4 and Participating Public Agencies. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be available to all Participating Public Agencies. The Market Basket is included as Appendix E. Offerors do not need to be able to provide every item listed in the Market Basket if they are do not carry it.
2. Functional Alternatives – Items provided by the Offeror that can be substitutes for the corresponding item on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all Participating Public Agencies.
3. Customized Core List by Agency (Individual and Regional Core Lists) – In addition to the Core List, Offerors may provide customized core list to agencies. Participating Public Agencies may also request to create their own customized core list.

4. Category Discounts **–** Offerors shall offer pricing for products based on a discount off a price list specified, *i.e*. wholesale price; catalog; retail POS for each category with limited exceptions specifically identified in each price file. Discounts for each category are to be indicated on the Category Discount tab of Appendix E.

5. Additional Discounts **–** Offerors are encouraged to provide additional discounts for one-time delivery of large single orders to Region 4 ESC and Participating Public Agencies. Region 4 ESC intends, and Participating Public Agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the contract.

6. Special Offers/Promotions – In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

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

VI. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   a) Products/Pricing

   i. Complete Appendix E, that includes the Market Basket and Category Discounts as described under the Pricing – Electronic Price Lists section of I. Scope of Work. Include Functional Alternatives, also described under the Pricing – Electronic Price Lists section of I. Scope of Work, as applicable.

   ii. For additional product and services outside the Market Basket, Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the

different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

iii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer or other part #
- Offeror's Part # (if different from manufacturer or other part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

iv. Is pricing available for all products and services?

v. Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

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

vii. Describe any return and restocking fees.

viii. Describe any installation charges and when they are applicable.

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

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

xi. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

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

xiv. Provide any additional information relevant to this section.

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

xvi. Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.

b) Performance Capability

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

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement by providing a redlined copy of Appendix D, Exhibit B, OMNIA Partners Administration Agreement.

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

iv. Describe how Offeror responds to emergency orders.

v. What is Offeror's average Fill Rate?

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

vii. Describe Offeror's return and restocking policy.

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

ix. Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.

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

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

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

xiii. Describe the financial condition of Offeror.

xiv. Describe Offeror's ordering capabilities for Participating Public Agencies. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

xv. Describe the Offeror's safety record.

xvi. Provide any additional information relevant to this section.

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe Offeror's reputation in the marketplace.
iii. Describe Offeror's reputation of products and services in the marketplace.
iv. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
v. Describe the experience and qualification of key employees.
vi. Describe Offeror's experience working with the government sector.
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
viii. Indicate if Offeror is licensed to do business in all 50 states.
ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.
x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
xi. Provide any additional information relevant to this section.

d) Value Add

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

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

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

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

APPENDIX A

DRAFT CONTRACT

*This Contract ("**Contract**") is made as of _____, 202X by and between _____ _____ ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of _____("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number _____ for _____ ("RFP"), to which Contractor provided a response ("**Proposal**"); and

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

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

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

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

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

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC

shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

National Government Sales Manager
Authorized Signature & Title

062424
Date

Appendix C, Doc #2

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

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

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

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

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

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

Company W.W. Grainger, Inc.

Address 100 Grainger Parkway
Lake Forest, IL 60045

Phone 800-472-4643 - toll free

Fax NA

Contact

Signature

Ken White
Printed Name
National Government Sales Manager
Position with Company

Official Authorizing Proposal

Signature

Ken White
Printed Name
National Government Sales Manager
Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Ken White, as an authorized representative of

W.W. Grainger, Inc., a contractor engaged by
Insert Name of Company

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

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

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

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

Ken White
Signature of Named Authorized Company Representative

062424
Date

APPENDIX D

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

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

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

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

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

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

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

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

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

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

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

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

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

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

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

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

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

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

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

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

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

3.3 Marketing and Sales

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

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

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

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

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

   i. Creation and distribution of a co-branded press release to trade publications

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

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

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

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

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

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

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

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

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

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

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

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

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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

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

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

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

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

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

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

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

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

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

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

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

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

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

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

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

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

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

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

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

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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

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

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

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

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

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

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

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

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

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

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

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.
   b. Identify the grantee, project number, and the number of the contract solicitation.
   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR

CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Appendix E

REGION 4 ESC
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
PRICE SHEET

CORE LIST/MARKET BASKET

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CAGEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE
64396			3-6 AO WHITE SUBWAY TILE					
6005			2-4-8 KD WW SELECT STUD					
446993			12-24 LEONIA SILVER PORC TILE SS					
16351			ARM 12-IN X 12-IN EXCLN WH VNL TL					
10385			80-lb Gray High Strength Concrete Mix					
408697			Devanna Beige 13-in X 13-in Ceramic Floor Tile (Common: 13-in X 13-in; Actual: 13.07-in X 13.07-in)					
92384			40-LB ICE MELT					
940			1-4-8 2 TC WHITEWOOD BOARD					
222710			QUIKRETE 50-LB CONCRETE MIX					
942			1-4-12 2 TC WHITEWOOD BOARD					
134917			QPR 50-LB PERMNT ASPHALT REPAIR					
167368			MEDIUM MOVING BOX 18-IN X 16-IN					
85281			2-CU FT PREMIUM RED MULCH					
408697			DEVANNA Beige 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in; Actual: 13.07-in x 13.07-in)					
911387			WATERCOLOR FLORAL FABRIC CURTAIN					
202922			5/8-5-1/2-6 DE PT PICKET					
63306			HM 1-CT 1/4-IN ZINC FLAT WASHER					
7001			2-4-8 TOP CHOICE #2-PRIME STUD					
432481			2-4-12 TOP CHOICE KD WHITE FIR					
349184			BHK #8 WHITE NYLON REEL ROPE-BTF					
12212			7/16 CAT OSB SHEATHING					
63301			HM 1-CT 1/4-IN ZINC HEX NUT					
68882			HM 1-CT 1/4-IN X 1-IN ZC FNDR WAS					
62262			2 CEIL STB CRS TEE WHITE					
349181			BHK 5/16-IN SLD BRD NYLON RP-BTF					
63308			HM 1-CT 3/8-IN ZINC FLAT WASHER					
167368			Medium Cardboard Moving Box with Handle Holes (Actual: 18-in x 16-in x 18-in)					
16352			12-INX12-IN EXCELON CL WHT VNL TL					
6003			2-4-92-5/8 KD WW SELECT STUD					
99649			5/8-6-8 DE PT PICKET					
446992			12-24 LEONIA SAND PORCLN TILE SS					
61697			HM 1-CT NO-10 3/4-IN STL FND WSHR					
118595			Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in)					
92432			40-LB TOP SOIL					
90954			2-CU FT PREMIUM BROWN MULCH					
63303			HM 1-CT 3/8-IN ZINC HEX NUT					
309791			NIAGARA 32-CT PURIFIED WATER					
320912			SOS UNFINISHED CABINETS WOODGATE					
811050			2-CU FT PINE BARK NUGGETS					
92122			PINE NEEDLES BALE					
67390			HM 1-CT 3/8-IN GALV FLAT WASHER					
67341			HM 1-CT 3/8-IN 16 GALV HEX NUT					
4511			1-2-8 PRM SPRUCE PNE FIR FS					
338238			BHK 3/32-IN CLR VNYL COAT CBL BTF					
796045			SOS 12 FT MINERAL BAY II					
1224			0404 AO WHITE TILE					
148349			2-CU FT PREMIUM BLACK MULCH					
664919			2.66-SQ FT AUGUSTINE SOD PBS					
104023			PROJECT SOURCE 2-IN CHIP BRUSH					
432480			2-4-10 TOP CHOICE KD WHITE FIR					
89198			SOS WIRING DEVICES					
635548			5/8-5-1/2-6 DE PT PICKET					
63307			HM 1-CT 5/16-IN ZINC FLAT WASHER					
484891	GE LIGHTING	F32T8/SPX41/ECO2	Fluorescent Linear Lamp,T8,Cool,4100K					
130073	GE LIGHTING	F28T8/XL/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
77726	DURACELL	PC1500BKD	Standard Battery,AA,Alkaline,PK24					
66106	GE LIGHTING	F32T8/SPX35/ECO2	Fluorescent Linear Lamp,T8,Neutral,3500K					
62212	TOUGH GUY	29WK94	Trash Bags,45 gal.,2.00 mil,PK100					
57806	DURACELL	PC2400BKD	Standard Battery,AAA,Alkaline,PK24					
56177	OFF	629350	Insect Repellent,Aerosol,6 oz.					
56047	GE LIGHTING	F34/CX41/WM/ECO	Fluorescent Linear Lamp,T12,Cool,4100K					
55592	GE LIGHTING	F32T8/SPX50/ECO2	Fluorescent Lamp,T8,Very Cool,5000K					
44433	CONDOR	4EY97	Safety Glasses,Clear,Uncoated					
43635	AIR HANDLER	2W233	Std Cap.Pleated Filter,20x25x2,MERV7					
43029	TOUGH GUY	2LEF8	Toilet Bowl Cleaner,32 oz.,Bottle					
40463	AIR HANDLER	2W230	Std Cap.Pleated Filter,16x20x2,MERV7					
38948	AIR HANDLER	2W231	Std Cap.Pleated Filter,16x25x2,MERV7					
38613	AIR HANDLER	2W232	Std Cap.Pleated Filter,20x20x2,MERV7					
37144	CONDOR	5JK50	Knit Gloves,L,Natural,PR					
33676	PERMA-PATCH	PP-60-C	Pavement Repair Patch,60 lb.,Bag					
33538	CONDOR	5AX05	Jersey Gloves,9-1/2",L,Brown,PR					
33415	HONEYWELL UVEX	SVP200	Safety Glasses,Clear Lens,Clear Frame					
32766	NASHUA	398	Duct Tape,48mm x 55m,11 mil,Silver					
30042	RUBBERMAID	FGQ41000BL00	Flat Mop Pad,Microfiber					
29619	SCOTCH	33+ SUPER-3/4X66FT	Electrical Tape,7 mil,3/4" x 66 ft.,Blk					
29186	PHILIPS ADVANCE	ICN-2P32-N	Electronic Ballast,T8 Lamps,120/277V					
27643	AIR HANDLER	2W235	Std Cap.Pleated Filter,24x24x2,MERV7					
27403	DURACELL	PC1300	Standard Battery,D,Alkaline,PK12					
26403	GE LIGHTING	F17T8/SP41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
25368	LUMAPRO	48GP56	Fluorescent Lamp,T8,48In. L,32W,4100K					
24955	ANSELL	92-675	Disposable Gloves,Nitrile,L,Blue,PK100					
24349	TOUGH GUY	280300	Toilet Brush,Fiber,12"					
23988	GE LIGHTING	F32T8/25W/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
23810	GEORGIA-PACIFIC	89460	Roll,Hardwound,10",800 ft.,White,PK6					
23788	CONDOR	3ZL57	Jersey Gloves,9-1/2",L,Brown,PR					
23492	AIR HANDLER	6B950	High Cap.Pleated Filter,16x25x2,MERV8					
23352	AIR HANDLER	6B956	High Cap.Pleated Filter,16x20x2,MERV8					
22794	TOUGH GUY	16W230	String Wet Mop,24 oz., Cotton					
21222	AIR HANDLER	6B937	High Cap.Pleated Filter,20x20x2,MERV8					
20482	GE LIGHTING	F32T8/SPX65/ECO2	Fluorescent Lamp,T8,Daylight,6500K					
20460	DURACELL	DL123ABPK	Battery,123,Lithium,3V					
20453	ANSELL	92-675	Disposable Gloves,Nitrile,XL,Blue,PK100					
20446	AIR HANDLER	6B924	High Cap.Pleated Filter,24x24x2,MERV8					
19816	DURACELL	PC1400	Standard Battery,C,Alkaline,PK12					
19244	GRAINGER APPROVED	4A416	Barricade Tape,Yellow/Black,1000ft x 3In					
18326	GEORGIA-PACIFIC	23504	Single Fold Sheets,Brn,Envision(R),PK16					
18219	GE LIGHTING	F32T8/SXL/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
17774	AIR HANDLER	6B930	High Cap.Pleated Filter,20x25x2,MERV8					
17651	TOUGH GUY	110535	Trigger Sprayer,32 oz.,Red/White					
17138	JACKSON SAFETY	25688	Safety Glasses,Smoke Mirror					
16924	DURACELL	PC1604BKD	Standard Battery,9V,Alkaline,PK12					
16332	AIR HANDLER	5W511	Std Cap.Pleated Filter,20x20x1,MERV7					
15864	PHILIPS ADVANCE	ICN-4P32-N	Electronic Ballast,T8 Lamps,120/277V					
15715	TOUGH GUY	4KN40	Trash Bags,40 to 45 gal.,16 micron,PK250					
15668	CONDOR	1AV08	Jersey Gloves,9-1/2",L,Brown,PR					
15540	CATCHMASTER	75M	Glue Trap,3/16"L x 7-1/2"W x 4"H					
15384	GE LIGHTING	F34/CW/C/WM/ECO	Fluorescent Linear Lamp,T12,Cool,4100K					
15186	RUST-OLEUM	203031	Marking Paint,17 oz.,Caution Bl/APWA Bl					
15102	SLOAN	V551A	Breaker Kit,Vacuum					
14902	ANSELL	16-347	CutRes Gloves,XL,Yellow,PR					
14446	CONDOR	3ZL53	Leather Gloves,Patch Palm,L,PR					
14127	AIR HANDLER	5W515	Std Cap.Pleated Filter,20x24x2,MERV7					
13797	DEWALT	DW8062	CutOff Wheel,A60T,4-1/2"x.045"x7/8"					
13734	GRAINGER APPROVED	6FGY1	Sand Bag, White,26 in L, 14 in W,PK100					
13732	CONDOR	19L482	Coated Gloves,Palm and Fingers,XL,PR					
13240	CONDOR	3ZL50	Leather Drivers Gloves,Cowhide,L,PR					
13075	CONDOR	3ZL49	Leather Drivers Gloves,Cowhide,XL,PR					
12983	AIR HANDLER	2W234	Std Cap.Pleated Filter,12x24x2,MERV7					
12929	CONDOR	1FYX8	Safety Glasses,Gray					
12660	AIR HANDLER	5W512	Std Cap.Pleated Filter,20x25x1,MERV7					
12391	ENERGIZER	L91SBP-8	Standard Battery,AA,Lithium,PK8					
12193	IRONCLAD	EXO-MWR-05-XL	Mechanics Glove,XL,Black/Gray,PR					
12185	ACORN	2563-010-001	Water Diaphragm Assembly					
11960	3M	8511	Disposable Respirator,N95,Universal,PK10					
11936	SCRUBS	42272	Hand Cleaning Towels,10" x 12" ,Citrus					
11881	RUST-OLEUM	203022	Markng Paint,17 oz.,Cautn Blue/APWA Blue					
11880	HOTHANDS	HH2	Hand Warmer,2-1/4 in. x 3-1/2 in.,PR					
11820	MICROFLEX	MK-296-L	Disposable Gloves,Nitrile,L,Black,PK100					

11715	IRONCLAD	EXO-MWR-04-L	Mechanics Glove,L,Black/Gray,Neoprene,PR					
11660	TOUGH GUY	20CB5	Wasp and Hornet Killer,Aerosol,20 oz.					
11495	GEORGIA-PACIFIC	26301	Roll,Hardwound,7-7/8",800 ft.,Brown,PK6					
11423	CONDOR	2UUJ6	Knit Gloves,XL,Natural,PR					
11293	GE LIGHTING	F54W/TS/841/HO/ECO	Fluorescent Linear Lamp,T5,Cool,4100K					
11246	GE LIGHTING	F40DX/ECO	Fluorescent Lamp,T12,Daylight,6500K					
11207	HONEYWELL	NF11/10XL	Coated Gloves,XL,Black/Red,PR					
11022	MICROFLEX	SG-375-XL	Disposable Gloves,Latex,XL,Blue,PK50					
11013	AIR HANDLER	5W510	Std Cap.Pleated Filter,16x25x1,MERV7					
10912	GEORGIA-PACIFIC	12798	Toilet Paper,Envision(R),Jumbo,2Ply,PK8					
10814	GE LIGHTING	F32T8/SPX30/ECO2	Fluorescent Linear Lamp,T8,Warm,3000K					
10740	GE LIGHTING	F32T8/XL/SPX41/HL/ECO	Fluorescent Linear Lamp,T8,Cool,4100K					
10724	GE LIGHTING	F32T8/SPX41/ECO2	Fluorescent Linear Lamp,T8,Cool,4100K					
10663	AIR HANDLER	6B938	High Cap.Pleated Filter,20x20x1,MERV8					
10593	AIR HANDLER	5W509	Std Cap.Pleated Filter,16x20x1,MERV7					
10590	PURELL	9652-12	Hand Sanitizer,Bottle,Gel					
10507	TOUGH GUY	33NT68	Bleach,1 gal.,Chlorine,Bottle,PK3					
10422	CONDOR	1FYX6	Safety Glasses,Clear					
10420	GRAINGER APPROVED	1PJZ3	Corrugated Moving/Storage Box,32 ECT					
10318	RAYOVAC	944C	Lantern Battery,Heavy Dty,6V,Spring Term					
10247	MICROFLEX	MK-296-XL	Disposable Gloves,Nitrile,XL,Black,PK100					
10212	MICROFLEX	N644	Disposable Gloves,Nitrile,XL,Black,PK100					
9992	AIR HANDLER	6B933	High Cap.Pleated Filter,20x24x2,MERV8					
9984	RUST-OLEUM	206043	Athletic Field Striping Paint,White					
			TORQ "CB"* (NFSCA)					
			1/4 USS ALLOY FLAT WASHER					
			1/4 SUPER PRIM DRILL					
			3/8 USS ALLOY FLAT WASHER					
			GLOSS BLACK PAINT					
			16-14 FAST HS BUTT CONN					
			3/8 SUPER PRIM DRILL 1-PK					
			1/8 SUPER PRIM DRILL					
			5/16 USS ALLOY FLAT WASHER					
			3/16 SUPER PRIM DRILL					
			1/4 USS GR8 HEX NUT					
			1/2 SUPER PRIM DRILL					
			14X1 HWH DR PT SCREW					
			5/32 SUPER PRIM DRILL					
			3/8 USS GR8 HEX NUT					
			9/64 SUPER PRIM DRILL					
			5/16 SUPER PRIM DRILL					
			5/16 USS GR8 HEX NUT					
			1/4 USS FLAT WASHER					
			1/2 USS ALLOY FLAT WASHER					
			3/32X4 BLK CABLE TIE					
			12X1 HWH DR PT SCREW					
			25/64 SUPER PRIM DRILL					
			17/64 SUPER PRIM DRILL					
			22-18 FAST HS BUTT CONN					
			FAST HS BLUE/RED BUTT CON					
			1/4 SAE ALLOY FLAT WASHER					
			7/64 SUPER PRIM DRILL					
			7/16 USS ALLOY FLAT WASHER					
			13/64 SUPER PRIM DRILL					
			1/2 USS GR8 HEX NUT					
			11/64 SUPER PRIM DRILL					
			INTER-LUBE PENT GREASE					
			3/8 SAE ALLOY FLAT WASHER					
			#4 MINI HOSE CLAMP					
			1/4 GR8 LOCKWASHER					
			3/8 GR8 LOCKWASHER					
			5/16 USS FLAT WASHER					
			3/8 USS FLAT WASHER					
			16-14 NY BUTT CONNECTOR					
			3/32 SUPER PRIM DRILL					
			1/2X6 SHRINK TUBING					
			7/32 SUPER PRIM DRILL					
			3/8-16 GD8 NYLON LOCKNUT					
			5/16 GR8 LOCKWASHER					
			1/4-20 GD8 NYLON LOCKNUT					
			15A MINI FUSE					
			DOT PUSH-IN UNION					
			5/16 SAE ALLOY FLAT WASHER					
			9/64X6 BLK CABLE TIE					
94611			Cable Ties-Nylon, 11.75" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 3" Bundle Diameter					
94610			Cable Ties-Nylon, 8" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1-3/4" Bundle Diameter					
94613			Cable Ties-Nylon, 15.25" Length, 0.30" Width, Black, 120 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter					
94612			Cable Ties-Nylon, 15.5" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter					
94609			Cable Ties-Nylon, 4" Length, 0.10" Width, Black, 18 LBs Minimum Loop Tensile Strength, 7/8" Bundle Diameter					
88445			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/4					
88447			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 3/8					
88446			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 5/16					
A528			Lock Washer, Alloy Steel, Zinc Finish, 1/4					
FA502			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16					
A529			Lock Washer, Alloy Steel, Zinc Finish, 5/16					
A101			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/16-18					
A100			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20					
511			Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #10					
FA501			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 1/4					
A102			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 3/8-16					
FA503			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 3/8					
FA95678			Hex Nut, Grade 5, Zinc Finish, Steel, 5/16-18					
88449			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/2					
92823			2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length					
88435			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/4					
FA88445			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 1/4					
A530			Lock Washer, Alloy Steel, Zinc Finish, 3/8					
FA95677			Hex Nut, Grade 5, Zinc Finish, Steel, 1/4-20					
84931			Self-Drilling Screw, Hex Head, Zinc Finish, Steel, #10 x 3/4"					
88437			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 3/8					
85487M01			Cable Ties, 7.31" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 1-3/4" Bundle Diameter					
523			Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #8					
94728			Superbutt Connector-Long Barrel 16-14 AWG, 1.075" Length, Nylon-Insulated					
FA88446			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 5/16					
FA528A			Lock Washer, Alloy Steel, Yellow Zinc Finish, 1/4					
88436			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 5/16					
1368141			Clear Butt Connector 16-14 AWG - Crimp and Adhesive-lined Crystal Clear Heat Seal Tubing for a Secure, Visible Connection.					
FA95679			Hex Nut, Grade 5, Zinc Finish, Steel, 3/8-16					
FA528			Lock Washer, Non-Linking, Zinc Finish, Steel, 1/4					
87508			Flat Washer, Property Class 12 Thru-Hardened, Zinc Finish, Steel, M6					
85489M01			Cable Ties, 14.19" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 4" Bundle Diameter					
1172			Sheet Metal Screw, Phillips Pan Head, Zinc Finish, Steel, #10 x 3/4"					
FA88447			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 3/8					
85490M01			Cable Ties, 13 38" Length, 0.27" Width, Black, 120 LBs Minimum Loop Tensile Strength, 3/16 - 3-1/2" Bundle Diameter					
88439			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/2					
88448			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 7/16					
94727			Superbutt Connector-Long Barrel 22-18 AWG, 1.05" Length, Nylon-Insulated					
2539			Self-Drilling Screw, Hex Head, Zinc Finish, Steel, 1/4 x 1"					
1145786			2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length					
29583			Cable Ties-Nylon, 6" Length, 0.14" Width, Black, 30 LBs Minimum Loop Tensile Strength, 1-1/4" Bundle Diameter					
FA529			Lock Washer, Non-Linking, Zinc Finish, Steel, 5/16					
FA529A			Lock Washer, Alloy Steel, Yellow Zinc Finish, 5/16					
601			Hex Cap Screw, Grade 8, Alloy Steel, Zinc Finish, 1/4-20 x 3/4 "					
92822			2-Piece Heat Seal Butt Connector 22-18 AWG, 1.45" Length					

REGION 4 ESC

RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

SERVICE DESCRIPTION	RATE PER HOUR

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:
Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

Please see Appendix B, Terms and Conditions Acceptance Form #1

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, **X** will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, **X** does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES KW Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

Please see Appendix B, Terms and Conditions Acceptance Form #2.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

Please see Appendix B, Terms and Conditions Acceptance Form #2.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒ **Cannot certify compliance absent opportunity specific information.** KS

Please see Appendix B, Terms and Conditions Acceptance Form #3.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒ **Cannot certify compliance absent opportunity specific information.** KS

Please see Appendix B, Terms and Conditions Acceptance Form #4

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒ Does offeror agree? **YES**

KS Initials of Authorized Representative of offeror

Offeror's Name: W.W. Grainger, Inc.
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045
Phone Number: 800-472-4643
Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White
Email Address: ken.white@grainger.com
Signature of Authorized Representative: Ken White
Date: 0624024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Please see Appendix B, Terms and Conditions Acceptance Form #5.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643: Toll Free Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address:
ken.white@grainger.com Ken White

Signature of Authorized Representative: Date: 062424

Version March 19, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, W.W. Grainger, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ken White

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

062424

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.
   b. Identify the grantee, project number, and the number of the contract solicitation.
   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

   Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation. Please see Appendix B, Terms and Conditions Acceptance Form #6.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code; 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White, National Government Sales Manager

Email Address: Ken.White@grainger.com Ken White

Signature of Authorized Representative:

Date: 062424

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: W.W. Grainger, Inc.

Organization Address: 100 Grainger Parkway, Lake Forest, IL 60045

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): for profit publicly traded corporation

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
The Vanguard Group (investment firm) 10.61 %	100 Vanguard Boulevard, Malvern, PA 19355

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
No parent: Grainger is the parent	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Vanguard is an investment management firm owned by its investors and is not publicly traded	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ken White	Title:	National Government Sales Manager
Signature:	Ken White	Date:	062424

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Colorado
County of Douglas ss:

I, Ken White residing in Highland Ranch
(name of affiant) (name of municipality)
in the County of Douglas and State of Colorado of
full age, being duly sworn according to law on my oath depose and say that:

I am National Government Sales Manager of the firm of W.W. Grainger, Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled Solicitation Number 24-08, Region 4, Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by W.W. Grainger, Inc. .

Subscribed and sworn to

before me this day

Ken White
Signature

June 21st, 2024

KEN WHITE
(Type or print name of affiant under signature)

Vinessa J Olp
Notary public of Colorado

My Commission expires 01/18/2026

(Seal)

VINESSA J OLP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184001606
MY COMMISSION EXPIRES 01/18/2026

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL 60045

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

062424
Date

Ken White NationalGovernmentSalesManager
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Not Applicable to Grainger

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	W.W. Grainger, Inc.		
Address:	100 Grainger Parkway		
City:	Lake Forest	State: IL	Zip: 60045

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Ken White — Signature

Ken White — Printed Name

National Government Sales Manager — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
No Contributions			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The Vanguard Group (investment firm) 100 10.61% Home Address: 100 Vanguard Blvd. Malvern, PA 19355	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 21st day of June, 2024

(Notary Public) Vinessa J Olp

My Commission expires: 01/18/2026

(Affiant)

KEN WHITE NGSM

(Print name & title of affiant)

(Corporate Seal)

VINESSA J OLP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184001606
MY COMMISSION EXPIRES 01/18/2026

Version March 19, 2024

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ken White _____ 062424 _____

Signature Date

Ken White, National Government Sales Manager

Print Name and Title

DPP Rev. 12.13.2021

Version March 19, 2024

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Ken White	062424
Signature of Vendor's Authorized Representative	Date
Ken White, National Government Sales Manager	36-1150280
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
W.W. Grainger, Inc.	800-472-4643
Vendor's Name	Vendor's Phone Number
100 Grainger Parkway	NA
Vendor's Address (Street Address)	Vendor's Fax Number
Lake Forest, IL 60045	ken.white@grainger.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Grainger's current State Division of Revenue issued Business Registration Certificate.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	W. W. GRAINGER, INC.
Trade Name:	GRAINGER
Address:	100 GRAINGER PKWY LAKE FOREST, IL 60045-5202
Certificate Number:	0092081
Effective Date:	August 08, 1946
Date of Issuance:	February 26, 2024

For Office Use Only:
20240226085040790

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

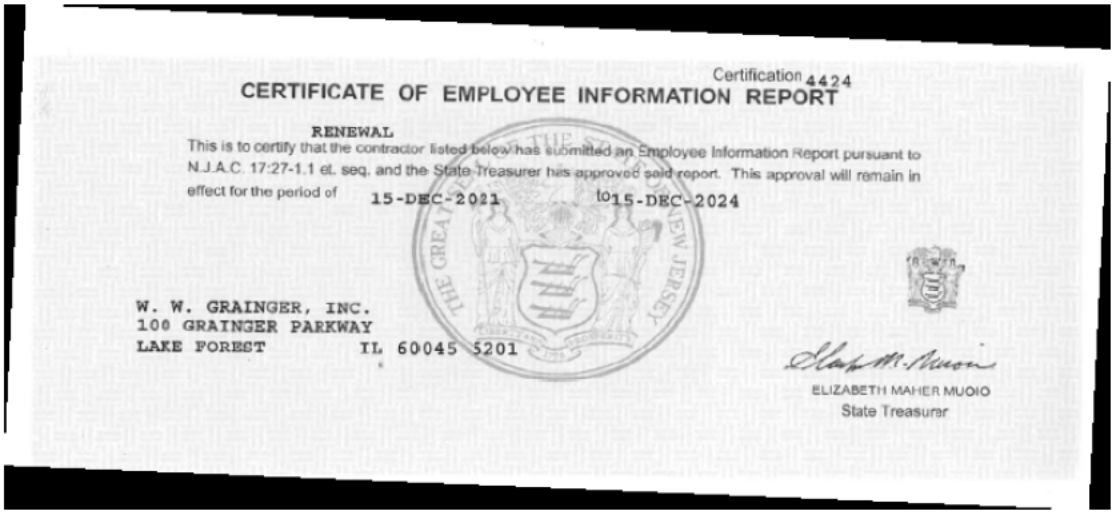
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ken White Title: National Governmnet Sales Manager

Signature: Ken White Date: 062424



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Solicitation Number 24-08, Region 4 ESC, Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services **VENDOR NAME:** W.W. Grainger, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ken White

Signature

062424

Date

Ken White, National Government Sales Manager

Print Name and Title

DPP Rev. 12.13.2021

Grainger's Guarantee and Warranty Policy

SATISFACTION GUARANTEE TO ALL CUSTOMERS.
Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

LIMITED WARRANTY.

A. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR USE IN GOVERNMENT AND NOT RESALE.

B. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID. GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.
EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

Warranty Product Return.
Before returning any product, Customer should contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

Grainger's Return Policy

PRODUCT RETURNS.

A. **GRAINGER 30-DAY SATISFACTION GUARANTEE.** You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.

B. **RETURNS AFTER 30 DAYS.** Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Grainger.

C. **FINAL SALE ITEMS.** Items sold on a “Final Sale” basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as “Non-Cancellable” or “Non-Returnable”; and (vi) any other items that Grainger may designate as a “Final Sale” from time to time.

RETURNS PROCESS.

If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest Grainger branch location. If you are shipping the product:

1. Carefully package the item(s) and include the packing slip.
2. Write the reason for returning the product on your packing slip; if the packing slip is not available, please provide the purchase date, the original invoice number and the item number for the product.
3. Indicate whether you would like a replacement product or a credit.
4. Ship the package to the nearest Grainger branch
5. Please prepay shipping – Grainger does not accept Cash on Delivery (C.O.D.s).
6. For assistance with returns, call Grainger Customer Care at 1-800-GRAINGER (472-4643)

Custom orders are sold on a “Final Sale” basis only. No cancellations, returns, refunds or credits are allowed.

TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

1. SOURCED PRODUCTS

a. SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.

b. SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

c. **SOURCED PRODUCTS WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

d. SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Seller location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller or manufacturer error, or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns, or refunds are allowed, except if Sourced Products are defective.

e. In the event that Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

2. SOURCED SERVICES

a. SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service

Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

b. SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A Sourced Service Provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

c. SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular issue, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular issue. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular issue shall be Buyer's sole and exclusive remedy.

d. SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

e. SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

EVCO PARTNERS, L.P. DBA Burgoon Company

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Donna Hanson
NAICS: 423990, 423450, 423490, 423730, 423740, 423840 UNSPSC: 12000000, 23000000, 23131500, 24131500, 27110000, 27111500, 27111501, 27111502, 27111503, 27111504, 27111505, 27111506, 27111507, 27111508, 27111509, 27111510, 27111511, 27111512, 27111513, 27111514, 27111515, 27111516, 27111517, 27111518, 27111519, 27111520, 27111521, 27111522, 27111523, 27111524, 27111525, 27111526, 27111527, 27111529, 27111530, 27111531, 27111532, 27111533, 27111534, 27111535, 27111536, 27111537, 27111538, 27111539, 27111540, 27111541, 27111542, 27111543, 27111544, 27111545, 27111546, 27111547, 27111548, 27111549, 27111550, 27111551, 27111552, 27111553, 27111554, 27111555, 27111556, 27111557, 27111558, 27111559, 27111560, 27111561, 27111562, 30000000, 30190000, 31000000, 31162800, 40100000, 40101701, 41113000, 42000000, 42150000, 46000000, 47121700, 47121701, 47121702, 47121703, 47121704, 47121705, 47121706, 47121707, 47121708, 47121709, 47121710, 60106107
Certification Number: W050151
Renewal Date: March 31, 2024
WOSB Regulation Expiration Date: 03/31/2026

WBEA

April Day, Women's Business Enterprise Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

April 16, 2024

Donna Hanson
EVCO PARTNERS, L.P. DBA Burgoon Company
P.O. Box 290
Texas City, TX 77592-1168

Dear Donna Hanson:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***SBE WBE**

Certification Number: **224042137**
Certification Expiration: **April 30, 2026**

Providing the following products or services:
NAICS 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS
NAICS 423450: MEDICAL EQUIPMENT MERCHANT WHOLESALERS
NAICS 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS
NAICS 424690: OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANT WHOLESALERS
NAICS 425120: AGENTS AND BROKERS, DURABLE GOODS, WHOLESALE TRADE

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is April 30, 2026.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sheena Thomas
Executive Director

From: Hubzone Helpdesk
To: Emily Marks
Cc: Donna Hanson
Subject: RE: EVCO Partners LP DBA Burgoon Company Letter request CSH Email ID:0045500010353
Date: Thursday, July 6, 2023 3:32:29 PM
Attachments: image.png

Hi Emily,

I believe I just sent this over, but just in case, I wanted to ensure you got it. Please reach out if you have any questions or concerns.

SBA - HUBZone
CONTINUED CERTIFICATION LETTER (RECERTIFICATION)

EMILY MARKS -
2701 PALMER HWY
TEXAS CITY, TX, 77590-6938

Dear EMILY MARKS:
I am pleased to advise you that based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect for one year unless: the firm acquires, is acquired by, or merges with another firm during that one-year period; the firm is performing a HUBZone contract and fails to attempt to maintain the minimum employee HUBZone residency percentage; or the firm voluntarily withdraws from the program. The information below sets forth facts concerning the company's continued eligibility and its responsibilities.
The Firm's Responsibilities as a Certified HUBZone Small Business Concern
As a certified HUBZone small business concern, the firm may receive program benefits, including eligibility for HUBZone set-aside awards, HUBZone sole source awards, the HUBZone Price Evaluation Preference in full and open competition, and HUBZone reserves. These benefits come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone area designations by visiting the HUBZone Maps on the HUBZone website at http://www.sba.gov/hubzone**.
- Annually recertifying the eligibility of the firm.
- Checking SBA's HUBZone Maps to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in HUBZone designations may critically affect the firm's compliance with the program requirements that its principal office be located in a HUBZone and that at least 35% of its employees reside in a HUBZone.
- Signing up to receive HUBZone News Updates by entering your email address at https://public.govdelivery.com/accounts/USSBA/subscriber/new. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.
- Complying with the limitations on subcontracting requirements and nonmanufacturer rule when performing any HUBZone contracts (see 13 C.F.R. &##167;&##167; 126.700, 125.6, 121.406).
- "Attempting to maintain" compliance with the 35% HUBZone residency requirement during the performance of any HUBZone contracts. "Attempt to maintain" means making substantive and documented efforts, such as written offers of employment, published advertisements seeking employees, and attendance at job fairs and applies only to concerns during the performance of any HUBZone contract. A certified HUBZone small business concern that has less than 20% of its total employees residing in a HUBZone during the performance of a HUBZone contract has failed to attempt to maintain the HUBZone residency requirement and may be proposed for decertification.
- Notifying SBA if the firm is performing a HUBZone contract and has fewer than 20% of its employees residing in a HUBZone.
- Notifying SBA within 30 days if the firm is acquired by, acquires, or merges with another firm.
- Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm???s SAM or DSBS information, please go to the SAM Help Desk at https://fsd.gov/fsd-gov/home.do.
- Responding to notices from SBA, including notices regarding program examinations, protests, proposed decertifications, and recertifications. The HUBZone Program sends such notices to the firm's email addresses on record in DSBS. If the firm fails to respond to these notices, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you keep the firm's SAM and DSBS profiles current and check your email's SPAM folder to make sure that you are receiving emails from SBA.

Note Regarding Redesignated Areas

In accordance with Section 1701 of the National Defense Authorization Act of 2018, areas that would have lost their HUBZone eligibility during 2018 and 2019, through expiration of their status as a redesignated area, will retain their HUBZone eligibility until December 31, 2021. For planning purposes, if the firm's principal office is located or some of its employees reside in such an area, you should consider actions to maintain program compliance after that date.

Misrepresentation
By bidding on any Federal solicitation that is set-aside or reserved for certified HUBZone small business concerns or for which a HUBZone price evaluation preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is a certified HUBZone small business concern in compliance with the HUBZone Program requirements. ANY FIRM FOUND TO HAVE WILLFULLY MISREPRESENTED ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL AND CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program
Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website, available at http://www.sba.gov/gcclassroom, provides valuable information on Federal contracting.
- Contract Opportunities (https://beta.sam.gov/) serves as a central listing for Federal procurement solicitations to the public. The Federal Procurement Data System is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm???s SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes, as long as your firm meets the applicable size standard and is determined to be responsible to perform the required work. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your firm's primary NAICS code.

We wish you the best of luck as a certified HUBZone small business concern - your success will help improve the economic future of the HUBZones in which the firm operates.
If at any time you have any questions about the Program or how SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. For additional information, visit our website at http://www.sba.gov/hubzone or contact the HUBZone Help Desk at HUBZone@sba.gov.

Respectfully,
Lori Gillen
Director
Office of HUBZone Program
U.S. Small Business Administration

Email: HubZone Helpdesk

Best regards,
HUBZone Office - Helpdesk Support
Office of Government Contracting & Business Development
U.S. Small Business Administration
hubzone@sba.gov
How are we doing? Please let us know by taking a brief survey: HUBZone Program Customer Feedback Survey

HUBZone offers eligibility assistance on Tues and Thu from 2-3pm ET via toll free number: 1-208-391-5817 access code 278 449 067# Participants influence the topics by their questions. HUBZone staff facilitates the discussion by providing the answers and introducing specific topics as time allows. This format offers the opportunity to learn how to maintain eligibility to decrease the possibility of an initial application being declined or being decertified after obtaining the HUBZone certification.

U.S. Small Business Administration

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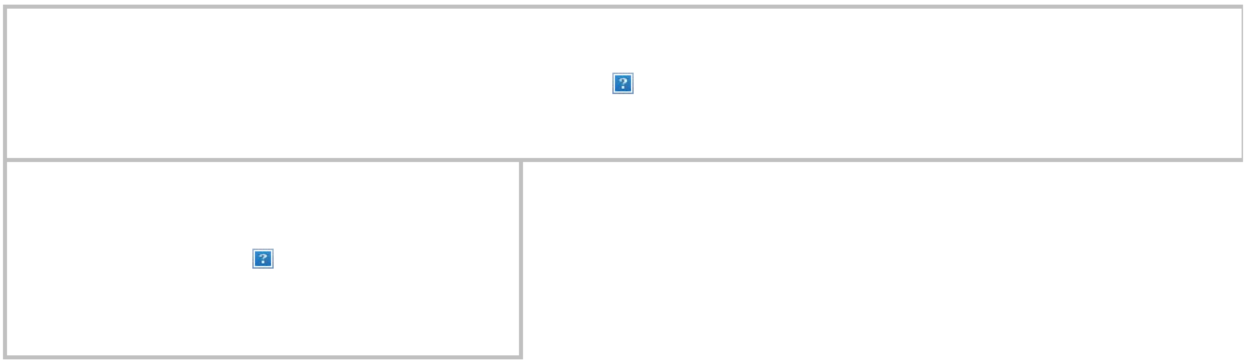
---------- Original Message ----------
From: Emily Marks <emarks@burgooncompany.com>;
Received: Thu Jul 06 2023 16:09:52 GMT-0400 (Eastern Daylight Time)
To: Hubzone Helpdesk <hubzone@sba.gov>; HUBZone@sba.gov <hubzone@sba.gov>;
Cc: Donna Hanson <dhanson@burgooncompany.com>;
Subject: EVCO Partners LP DBA Burgoon Company Letter request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Hi there,

I called today during the call. I found the correspondence section but our letters are not up to date. Can you please send me a copy of our recertification letter?
EVCO Partners, LP DBA Burgoon Company - 23187

Thank you,



Emily Marks | *VP of Sales and Marketing*
Phone: (903)466-4875| **Fax:** (409)766-1899
132 Jefferson St, Ste B Pittsburg, TX 75686
www.burgooncompany.com | www.burgooncompanytrailers.com
Email: emarks@burgooncompany.com

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1202983931800**
Approval Date: **October 23, 2023**
Scheduled Expiration Date: **October 23, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EVCO PARTNERS, L.P. DBA Burgoon Company

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 23, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SAM.GOV®

EVCO PARTNERS LP

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JJGJPJNVDRP6	**1M1C8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 21, 2025**	
Physical Address	Mailing Address	
2701 Palmer HWY **Texas City, Texas 77590-6938** **United States**	**P. O. Box 290** **Texas City, Texas 77592-0290** **United States**	

Business Information

Doing Business as	Division Name	Division Number
BURGOON CO	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**http://www.burgooncompany.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 24, 2024	**Jan 22, 2024**	**May 26, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 24, 2005	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

SBA-Certified Women-Owned Small Business
Entrance Date: **Aug 13, 2021**
Exit Date: **(blank)**
SBA Certified HUBZone Firm
Entrance Date: **Jun 22, 2006**
Exit Date: **(blank)**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**1M1C8**

Points of Contact

Electronic Business

Dawn Ware, Operations Mgr

P O Box 290
Texas City, Texas 77592
United States

Government Business

Emily Marks, Business Development

P O Box 290
Texas City, Texas 77592
United States

DONNA HANSON

P O Box 290
Texas City, Texas 77592
United States

Past Performance

Donna Hanson

PO Box 290
Texas City, Texas 77592
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**339999**	**All Other Miscellaneous Manufacturing**
	315990	**Apparel Accessories And Other Apparel Manufacturing**
	316210	**Footwear Manufacturing**
	322212	**Folding Paperboard Box Manufacturing**
	322220	**Paper Bag And Coated And Treated Paper Manufacturing**
	324191	**Petroleum Lubricating Oil And Grease Manufacturing**
	325199	**All Other Basic Organic Chemical Manufacturing**
	325413	**In-Vitro Diagnostic Substance Manufacturing**
	325998	**All Other Miscellaneous Chemical Product And Preparation Manufacturing**
	332216	**Saw Blade And Handtool Manufacturing**
	332312	**Fabricated Structural Metal Manufacturing**
	332420	**Metal Tank (Heavy Gauge) Manufacturing**
	332510	**Hardware Manufacturing**
	332722	**Bolt, Nut, Screw, Rivet, And Washer Manufacturing**

332912	Fluid Power Valve And Hose Fitting Manufacturing
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
333923	Overhead Traveling Crane, Hoist, And Monorail System Manufacturing
333994	Industrial Process Furnace And Oven Manufacturing
333995	Fluid Power Cylinder And Actuator Manufacturing
333996	Fluid Power Pump And Motor Manufacturing
334510	Electromedical And Electrotherapeutic Apparatus Manufacturing
334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
334516	Analytical Laboratory Instrument Manufacturing
334519	Other Measuring And Controlling Device Manufacturing
335921	Fiber Optic Cable Manufacturing
335999	All Other Miscellaneous Electrical Equipment And Component Manufacturing
336310	Motor Vehicle Gasoline Engine And Engine Parts Manufacturing
337127	Institutional Furniture Manufacturing
337215	Showcase, Partition, Shelving, And Locker Manufacturing
339113	Surgical Appliance And Supplies Manufacturing
339991	Gasket, Packing, And Sealing Device Manufacturing
423120	Motor Vehicle Supplies And New Parts Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423440	Other Commercial Equipment Merchant Wholesalers
423450	Medical, Dental, And Hospital Equipment And Supplies Merchant Wholesalers
423490	Other Professional Equipment And Supplies Merchant Wholesalers
423610	Electrical Apparatus And Equipment, Wiring Supplies, And Related Equipment Merchant Wholesalers
423620	Household Appliances, Electric Housewares, And Consumer Electronics Merchant Wholesalers
423690	Other Electronic Parts And Equipment Merchant Wholesalers
423710	Hardware Merchant Wholesalers
423720	Plumbing And Heating Equipment And Supplies (Hydronics) Merchant Wholesalers
423730	Warm Air Heating And Air-Conditioning Equipment And Supplies Merchant Wholesalers
423740	Refrigeration Equipment And Supplies Merchant Wholesalers
423810	Construction And Mining (Except Oil Well) Machinery And Equipment Merchant Wholesalers
423820	Farm And Garden Machinery And Equipment Merchant Wholesalers
423830	Industrial Machinery And Equipment Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
423850	Service Establishment Equipment And Supplies Merchant Wholesalers
424210	Drugs And Druggists' Sundries Merchant Wholesalers
424610	Plastics Materials And Basic Forms And Shapes Merchant Wholesalers
424690	Other Chemical And Allied Products Merchant Wholesalers
424950	Paint, Varnish, And Supplies Merchant Wholesalers
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers

Product and Service Codes

PSC	PSC Name
1290	**Miscellaneous Fire Control Equipment**
1390	**Fuzes And Primers**
2040	**Marine Hardware And Hull Items**
2090	**Miscellaneous Ship And Marine Equipment**
2320	**Trucks And Truck Tractors, Wheeled**
2330	**Trailers**
2410	**Tractor, Full Tracked, Low Speed**
2420	**Tractors, Wheeled**
2590	**Miscellaneous Vehicular Components**
2815	**Diesel Engines And Components**
2910	**Engine Fuel System Components, Nonaircraft**
2920	**Engine Electrical System Components, Nonaircraft**
2930	**Engine Cooling System Components, Nonaircraft**
3030	**Belting, Drive Belts, Fan Belts, And Accessories**
3110	**Bearings, Antifriction, Unmounted**
3210	**Sawmill And Planing Mill Machinery**
3220	**Woodworking Machines**
3230	**Tools And Attachments For Woodworking Machinery**
3405	**Saws And Filing Machines**
3411	**Boring Machines**
3415	**Grinding Machines**
3416	**Lathes**
3417	**Milling Machines**
3418	**Planers And Shapers**
3419	**Miscellaneous Machine Tools**
3431	**Electric Arc Welding Equipment**
3432	**Electric Resistance Welding Equipment**
3438	**Miscellaneous Welding Equipment**
3439	**Miscellaneous Welding, Soldering, And Brazing Supplies And Accessories**
3450	**Machine Tools, Portable**
3455	**Cutting Tools For Machine Tools**
3456	**Cutting And Forming Tools For Secondary Metalworking Machinery**
3460	**Machine Tool Accessories**
3470	**Machine Shop Sets, Kits, And Outfits**
3510	**Laundry And Dry Cleaning Equipment**
3590	**Miscellaneous Service And Trade Equipment**
3655	**Gas Generating And Dispensing Systems, Fixed Or Mobile**

3694	**Clean Work Stations, Controlled Environment, And Related Equipment**
3710	**Soil Preparation Equipment**
3720	**Harvesting Equipment**
3750	**Gardening Implements And Tools**
3805	**Earth Moving And Excavating Equipment**
3830	**Truck And Tractor Attachments**
3895	**Miscellaneous Construction Equipment**
3920	**Material Handling Equipment, Nonself-Propelled**
3930	**Warehouse Trucks And Tractors, Self-Propelled**
3940	**Blocks, Tackle, Rigging, And Slings**
3990	**Miscellaneous Materials Handling Equipment**
4010	**Chain And Wire Rope**
4020	**Fiber Rope, Cordage, And Twine**
4030	**Fittings For Rope, Cable, And Chain**
4110	**Refrigeration Equipment**
4120	**Air Conditioning Equipment**
4130	**Refrigeration And Air Conditioning Components**
4140	**Fans, Air Circulators, And Blower Equipment**
4210	**Fire Fighting Equipment**
4220	**Marine Lifesaving And Diving Equipment**
4235	**Hazardous Material Spill Containment And Clean-Up Equipment And Material**
4240	**Safety And Rescue Equipment**
4250	**Recycling And Reclamation Equipment**
4310	**Compressors And Vacuum Pumps**
4320	**Power And Hand Pumps**
4410	**Industrial Boilers**
4420	**Heat Exchangers And Steam Condensers**
4430	**Industrial Furnaces, Kilns, Lehrs, And Ovens**
4440	**Driers, Dehydrators, And Anhydrators**
4460	**Air Purification Equipment**
4510	**Plumbing Fixtures And Accessories**
4520	**Space And Water Heating Equipment**
4530	**Fuel Burning Equipment Units**
4540	**Waste Disposal Equipment**
4610	**Water Purification Equipment**
4710	**Pipe, Tube And Rigid Tubing**
4720	**Hose And Flexible Tubing**
4730	**Hose, Pipe, Tube, Lubrication, And Railing Fittings**
4810	**Valves, Powered**
4820	**Valves, Nonpowered**
4930	**Lubrication And Fuel Dispensing Equipment**
4940	**Miscellaneous Maintenance And Repair Shop Specialized Equipment**
5110	**Hand Tools, Edged, Nonpowered**
5120	**Hand Tools, Nonedged, Nonpowered**
5130	**Hand Tools, Power Driven**
5133	**Drill Bits, Counterbores, And Countersinks: Hand And Machine**
5140	**Tool And Hardware Boxes**
5180	**Sets, Kits, And Outfits Of Hand Tools**
5210	**Measuring Tools, Craftsmen'S**
5220	**Inspection Gages And Precision Layout Tools**

5280	**Sets, Kits, And Outfits Of Measuring Tools**
5305	**Screws**
5306	**Bolts**
5307	**Studs**
5310	**Nuts And Washers**
5315	**Nails, Machine Keys, And Pins**
5320	**Rivets**
5325	**Fastening Devices**
5330	**Packing And Gasket Materials**
5331	**O-Ring**
5340	**Hardware, Commercial**
5350	**Abrasive Materials**
5355	**Knobs And Pointers**
5360	**Coil, Flat, Leaf, And Wire Springs**
5365	**Bushings, Rings, Shims, And Spacers**
5430	**Storage Tanks**
5440	**Scaffolding Equipment And Concrete Forms**
5450	**Miscellaneous Prefabricated Structures**
5610	**Mineral Construction Materials, Bulk**
5620	**Tile, Brick And Block**
5630	**Pipe And Conduit, Nonmetallic**
5660	**Fencing, Fences, Gates And Components**
5855	**Night Vision Equipment, Emitted And Reflected Radiation**
5910	**Capacitors**
5920	**Fuses, Arrestors, Absorbers, And Protectors**
5925	**Circuit Breakers**
5935	**Connectors, Electrical**
5950	**Coils And Transformers**
5961	**Semiconductor Devices And Associated Hardware**
5965	**Headsets, Handsets, Microphones And Speakers**
5970	**Electrical Insulators And Insulating Materials**
5975	**Electrical Hardware And Supplies**
5998	**Electrical And Electronic Assemblies, Boards, Cards, And Associated Hardware**
6105	**Motors, Electrical**
6110	**Electrical Control Equipment**
6115	**Generators And Generator Sets, Electrical**
6120	**Transformers: Distribution And Power Station**
6125	**Converters, Electrical, Rotating**
6130	**Converters, Electrical, Nonrotating**
6135	**Batteries, Nonrechargeable**
6140	**Batteries, Rechargeable**
6145	**Wire And Cable, Electrical**
6150	**Miscellaneous Electric Power And Distribution Equipment**
6160	**Miscellaneous Battery Retaining Fixtures, Liners And Ancillary Items**
6210	**Indoor And Outdoor Electric Lighting Fixtures**
6220	**Electric Vehicular Lights And Fixtures**
6230	**Electric Portable And Hand Lighting Equipment**
6240	**Electric Lamps**
6250	**Ballasts, Lampholders, And Starters**
6260	**Nonelectrical Lighting Fixtures**

6330	**Railroad Signal And Warning Devices**
6350	**Miscellaneous Alarm, Signal, And Security Detection Systems**
6515	**Medical And Surgical Instruments, Equipment, And Supplies**
6530	**Hospital Furniture, Equipment, Utensils, And Supplies**
6532	**Hospital And Surgical Clothing And Related Special Purpose Items**
6545	**Replenishable Field Medical Sets, Kits, And Outfits**
6625	**Electrical And Electronic Properties Measuring And Testing Instruments**
6640	**Laboratory Equipment And Supplies**
6645	**Time Measuring Instruments**
6670	**Scales And Balances**
6720	**Cameras, Still Picture**
6730	**Photographic Projection Equipment**
6910	**Training Aids**
7110	**Office Furniture**
7125	**Cabinets, Lockers, Bins, And Shelving**
7210	**Household Furnishings**
7220	**Floor Coverings**
7230	**Draperies, Awnings, And Shades**
7240	**Household And Commercial Utility Containers**
7290	**Miscellaneous Household And Commercial Furnishings And Appliances**
7310	**Food Cooking, Baking, And Serving Equipment**
7320	**Kitchen Equipment And Appliances**
7330	**Kitchen Hand Tools And Utensils**
7360	**Sets, Kits, Outfits And Modules, Food Preperation And Serving**
7720	**Musical Instrument Parts And Accessories**
7810	**Athletic And Sporting Equipment**
7820	**Games, Toys, And Wheeled Goods**
7910	**Floor Polishers And Vacuum Cleaning Equipment**
7920	**Brooms, Brushes, Mops, And Sponges**
8010	**Paints, Dopes, Varnishes, And Related Products**
8020	**Paint And Artists' Brushes**
8105	**Bags And Sacks**
8110	**Drums And Cans**
8115	**Boxes, Cartons, And Crates**
8120	**Commercial And Industrial Gas Cylinders**
8125	**Bottles And Jars**
8130	**Reels And Spools**
8135	**Packaging And Packing Bulk Materials**
8340	**Tents And Tarpaulins**
8405	**Outerwear, Men'S**
8410	**Outerwear, Women'S**
8415	**Clothing, Special Purpose**
8430	**Footwear, Men'S**
8435	**Footwear, Women'S**
8440	**Hosiery, Handwear, And Clothing Accessories, Men'S**
8445	**Hosiery, Handwear, And Clothing Accessories, Women'S**
8540	**Toiletry Paper Products**
9150	**Oils And Greases: Cutting, Lubricating, And Hydraulic**
9505	**Wire, Nonelectrical**
9510	**Bars And Rods**

9530	**Bars And Rods, Nonferrous Base Metal**
9905	**Signs, Advertising Displays, And Identification Plates**
9915	**Collectors' And/Or Historical Items**
9999	**Miscellaneous Items**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

Minority Business Enterprise (MBE)
Mavich, LLC

Mavich, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 334419: OTHER ELECTRONIC COMPONENT MANUFACTURING
NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS

This Certification commences March 11, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: March 31, 2026
Issued Date: March 11, 2024
CERTIFICATION NO. HFMB68987N0326

Ronald C. Jordan, Jr

Certification Administrator

From: North Central Texas Regional Certification Agency
To: Mavich Sales
Subject: NCTRCA: MBE/WBE/SBE Approval Letter
Date: Monday, March 11, 2024 8:45:08 AM

Michelle Manfredini
Mavich, LLC
638 Stoneglen Dr
Keller, TX 76248

RE: Minority Business Enterprise (MBE) Certification Affidavit No. 22536

Dear Manfredini:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Minority Business Enterprise (MBE) in accordance with NCTRCA MBE/WBE/SBE certification eligibility program requirements. Your Certification Identification Number is **HFMB68987N0326**. Your firm is certified as a MBE/WBE/SBE in the following areas;

NAICS 334419: OTHER ELECTRONIC COMPONENT MANUFACTURING
NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE/SBE certification eligibility procedures. In order to remain certified, you must submit every two years, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE/SBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE/SBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

Angela Alexander
Executive Director

This message was sent to: sales@mavich.com
Sent on: 3/11/2024 8:45:01 AM
System ReferenceID: 221925655

Grainger delivers a wide range of services, *both value-added and fee-based*, for our customers to help increase efficiency, remove costs out of your operations and keep your people safe**.**

Please see the following value-added services:

1. Consulting Services
    a. Grainger's Documented Value Program
2. eProcurement Solutions
3. Inventory Management Solutions
4. Field Safety Specialist Support & Safety Resources
5. Managed Footwear Program
6. Grainger Private Label

Please see the following fee-based services:

7. Environmental, Health and Safety (EHS) Services
8. Energy Services
9. Facility Services

1. Consulting Services

Grainger Consulting Services is an industry-leading team of experts that is dedicated to helping Region 4 Members solve its most pressing MRO challenges. Grainger's team analyzes Valvoline's current state and identifies relevant and comprehensive opportunities for improvements. **Based on our findings, most customers have the opportunity to take as much as 15-25% or more out of their total MRO costs.**

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and cost savings for your organization.

Grainger's Cost-Driven Differentiators: Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to Valvoline's organization.

1. **Process**: Grainger can help improve productivity by simplifying Valvoline's procurement and inventory processes while lowering the internal cost to procure and manage MRO parts and supplies.
2. **Supplier**: Grainger will show Region 4 Members how to leverage its suppliers to get the most value for every dollar spent. Grainger's goal is to consolidate spend among fewer suppliers who do more to return value.
3. **Inventory**: Grainger will help optimize Valvoline's inventory position, improve services levels, and minimize the risk of stock-outs — resulting in better operational performance.

Grainger's Approach to Continuous Improvement: Grainger uses a Six Sigma problem-solving methodology known as DMAIC. This proven continuous improvement approach ensures that Grainger's services deliver consistency and quality.



Organizations who choose Grainger's consulting services and implement the recommendations typically save:

- 20 to 30% in process costs
- 10 to 20% in product and supplier costs
- 25 to 35% in inventory costs

Grainger's Partnership: Grainger will work with Region 4 Members through four steps to drive consistency and results, from the first conversation through implementation.

1. Offer Selection
2. Statement of Work
3. Engagement
4. Implement Change

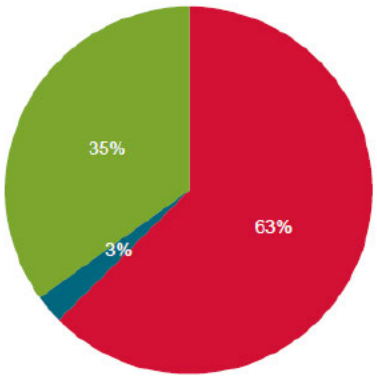
1A Grainger Documented Value Program

Grainger delivers value to help customers control and lower costs through products, services, and solutions. Grainger's Documented Value Program is the technology solution developed by Grainger which enables the tracking, visibility and reporting to the value Grainger delivers your organization.

- The Documented Value Program uses technology to track 24+ points of value across Grainger's products, services and solutions.
- The Grainger Value Receipt℠ provides documentation of a specific value approved by a location.
- The Grainger Value Statement provides a comprehensive summary of the total value Grainger provides in a report customized to you.

Total Value Provided for OMNIA REGION 4

$1,286,872



Products
$804,751
Substitution, Samples and Incentives

Services
$33,001
Consulting, Sustainability, Productivity and Safety

Solutions
$449,119
Inventory Management, Training and Other

Grainger Value			
	Your spend with Grainger	$17,133,872	
	Value provided by Grainger	$1,286,872	8%

Grainger value extends beyond the products we deliver. Our Products, Services, and Solutions help our customers control and lower costs. This document provides a snapshot of the value Grainger provides.

The graphic to the left presents actual Region 4 ESC data from 6/2023 – 5/2024. For every dollar spent by Region 4 ESC Members, 8% is returned,

2. eProcurement

Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment.

Grainger eProcurement solutions can integrate Valvoline's purchasing and enterprise resource planning (ERP) system or Marketplace, like SAP, Coupa, Jaggaer, GEP, and hundreds more, with a punch out experience. For no additional fees, Grainger connects to customers through electronic marketplaces, exchanges, or ERP systems via universal technology standards like cXML and EDI. Customers can punch out to Grainger's online catalog, create a requisition, and return the shopping cart back to the marketplace for review and approval.

When customers implement an eProcurement Procure-to-Pay solution it allows them to:

- Control spend more effectively.
- Increase user productivity with streamlined processes and standardization.
- Spend Controls with approvals within the eProcurement system.
- Centralized Reporting with the eProcurement system.
- Improved requisition-to-order cost and cycle time.

Grainger can set up a scoping call with its eCommerce Solutions team to understand needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes. This means Region 4 Members will reduce costs through productivity enhancements and lowering Valvoline's direct ordering cost. Grainger's dedicated team of experts will help Region 4 Members customize and implement the solution.

Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba, coupa, infor, JAGGAER, Allscripts, GHX, BirchStreet, LAWSON, ORACLE PEOPLESOFT, McKESSON, workday.

3. Inventory Management Solutions

Grainger's KeepStock® Inventory Management Solutions help customers better understand their inventory and reduce the costs to manage it. Grainger's solutions can enable multiple cost-savings opportunities around Valvoline's **process, inventory, and product.** Today Grainger helps over 22,500 customer facilities manage over 14,000,000 storage areas.

Grainger's solutions range from providing digital technology that helps customers manage its own inventory levels, **Customer Managed Inventory (CMI),** to standard Vendor Managed Inventory (VMI) solutions, **Replenish and Onsite including Vending,** to managing complete storeroom or crib across multiple suppliers' products with our KeepStock® **Managed solution. To meet customer requirements, Grainger can implement any and all solutions at a single customer location**.

Grainger's KeepStock® Solutions

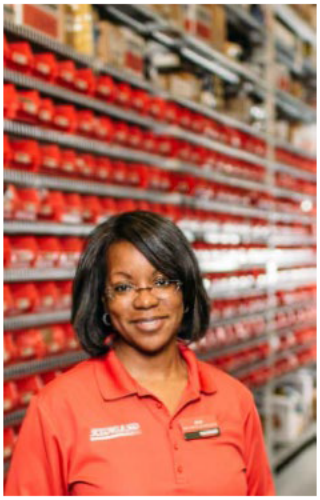
CMI	REPLENISH	VENDING	ONSITE	MANAGED
Digital tools for improved visibility and management of Grainger materials	Scheduled visits help ensure the right Grainger materials are kept on hand	Control consumption of Grainger material at the point of use	Dedicated resource with daily presence manages all Grainger materials	Specialist provides MRO supply chain expertise and multi-supplier support
Digital Tools for Customer Managed Inventory	**VMI Program**	**Secure Inventory Management**	**Dedicated Expanded VMI Program**	**Comprehensive Inventory Mgt. Solution**

Why Grainger's Inventory Management Solutions?

1. Inventory management is not a "one size fits all" solution. Grainger takes a **customer-centric approach** to align solutions with Valvoline's needs.
2. Grainger will conduct a collaborative deep dive with your team to identify **the ideal inventory solution** by understanding Valvoline's complete inventory process.
3. Grainger's Onsite Service Representatives (OSRs) are **non-commissioned team members** whose goals center around ensuring you have the inventory you need when you need it.
4. Grainger will jointly establish min/max inventory levels with Region 4 Members **to ensure product availability when and where a product is needed.**
5. Grainger takes an ongoing **continuous improvement (CI) approach** to help Region 4 Members optimize inventory through ongoing business reviews with our easy-to-use, data-driven reporting.

KEEPSTOCK® REPLENISH (VMI)

KeepStock® Replenish is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required.



On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max.
- Restock Grainger products in designated areas.
- Bar code and label Grainger managed products.
- Handle Grainger purchasing and purchase orders.
- Support spot buys.
- Expedite invoices and inquiries.
- Help find hard-to-find products.
- Cross-reference Grainger products to add.

KEEPSTOCK® VENDING

KeepStock® Vending is an industrial dispensing solution that uses secure machines to control issuance and is the best answer when Region 4 Members need 24/7 access to products at point-of-use locations. This is an ideal solution for controlled access to consumable inventory and can be used for durable goods check-in and check-out. This option helps the customer with consumption reduction, shrinkage, and accountability for high-cost test instruments and tools.

There are **no delivery, installation, maintenance, rental, or usage fees for the Grainger equipment. Grainger will review the specific needs of Region 4 Members and custom design and build a vending solution to meet those needs**. Grainger provides complete project management of the vending machines implementation — including planning, transportation, installation, onsite training, and replenishment services. Region 4 Members are responsible for providing the employee list or means of authentication, the necessary electrical connection, and connectivity requirements (Wi-Fi, CAT5 or cellular).



Shown to the left are Grainger's most popular vending machine configurations to support customer inventory requirements.

Grainger has other machines available to meet specific inventory requirements and needs.

4. Field Safety Specialist Support & Safety Resources

Grainger's 50+ **Field Safety Specialists** and virtual safety professionals help solve customer's EH&S challenges by providing safety assessments, cost-savings proposals, and program standardization strategies. The safety professionals are strategically positioned across the US to bring safety and health knowledge to Valvoline's location. They can align the right supplier representatives and additional technical resources to help meet Valvoline's product and services needs. Team member credentials include:

- Board of Certified Safety Professionals (BCSP) certifications – Associate Safety Professional (ASP), Certified Safety Professional (CSP), Occupational Health and Safety Technician (OHST) Safety Management Specialist (SMS), and Safety Trained Supervisor (STS).
- Board of Canadian Registered Safety Professionals certifications – Canadian Registered Safety Professional (CRSP) and Canadian Registered Safety Technician (CRST)
- **Qualified Safety Sales Professionals (QSSP)**, as conferred by the International Safety Equipment Association (ISEA)
- **OSHA** 30-hour and OSHA-10 hour **trained safety professionals**

Resources: Grainger provides the following resources for customers for no additional fees:

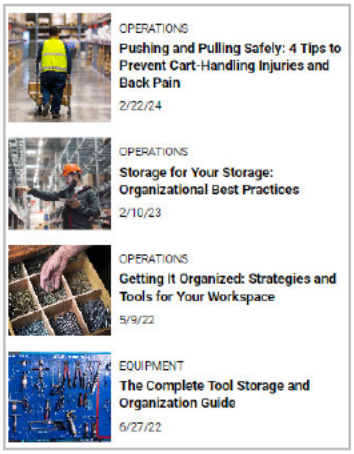
1. **Technical Product Support:** Grainger's dedicated team of Technical Product Support safety specialists are ready to help direct your team to the right products, services, and resources. They can help answer a variety of questions, including:
   - ✓ Pre- and post-application questions related to EHS products and equipment
   - ✓ Chemical compatibility
   - ✓ Compliance questions

Technical Product Support is available from 7 a.m. to 7 p.m. Central Time, Monday to Friday and can be reached at 1-800-GRAINGER.

GRAINGER KnowHow

SAFETY OPERATIONS EQUIPMENT PEOPLE TRENDS BREAK ROOM

2. **Safety Know-How:** Grainger **Safety Know-How®** on www.Grainger.com/know-how helps support our customers and their teams with their informational needs. Safety Know-How® information is accessible at any time. Examples include:
   - ✓ Safety news, articles, videos, and interactive content
   - ✓ Industry-related news
   - ✓ Equipment guides, checklists, and videos
   - ✓ Operational management solutions and best practices
   - ✓ Industry specific business insights



Committed to Innovation and Safety Leadership: Grainger maintains collaborative relationships with many key organizations **and is the only industrial supplier inducted into the National Safety Council's Campbell Institute.** These partnerships include:

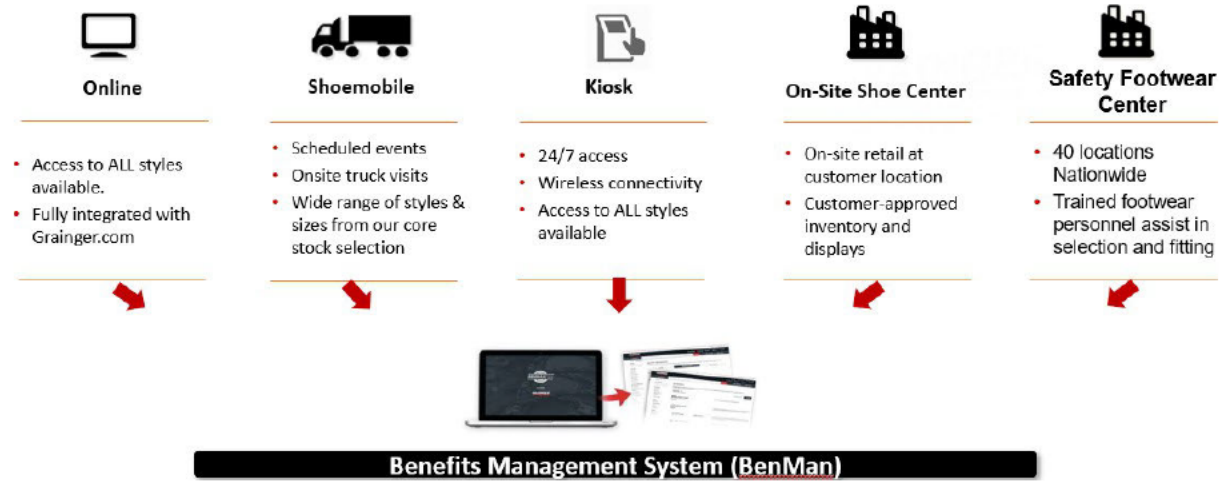
- American Society of Safety Professionals
- Board of Certified Safety Professionals (EH&S) Innovation Council
- National Safety Council
- Retail Industry Leaders Association
- Semiconductor Environmental Safety & Health Association

Grainger's EH&S Innovation Council is comprised of top EH&S organizational leaders from a variety of industries (Fortune 100 companies), Academic Institutions, and Professional Associations. **These relationships help keep Grainger on the forefront of safety and health industry trends.**

4. Managed Footwear Program

Grainger's managed footwear program is ready to help Region 4 Members avoid foot injuries from workplace hazards such as heavy objects, slippery surfaces, and exposure to live electrical currents. Grainger offers over 500 footwear styles and more than 40 leading brand names, including one of the industry's largest selections of women's protective toe styles to help keep your employees safe.

Grainger offers five (5) solutions to help Region 4 Members manage its safety shoe program more easily — and save time and money.



1. **Online Safety Footwear Program:** Through Grainger's online program, Region 4 Member scan:
   - Set up footwear selection guidelines for employees based on their work environments.
   - Track employee purchases.
   - Manage eligibility.
   - Administer payroll deductions.
   - Apply company contribution subsidies.

- Generate customized reports.



2. **Grainger Footwear Shoemobiles:** Grainger's Shoemobile trucks look just like a shoe store inside. They can display dozens of footwear styles and stock the safety shoes approved for the work Region 4 Members does. Trained footwear professionals measure for the proper fit and comfort and checkout your employees quickly using a Point-of-Sale System.

3. **Grainger Kiosk:** Employees can visit a Grainger Kiosk to order their next pair of safety shoes. The kiosk provides 24/7 access to your web portal program on Grainger.com and the Benefits Management System ensures accurate application of subsidy and style restrictions. (Minimum requirement for a kiosk to be installed is 150 pair on an annual basis transacted through the Kiosk.)

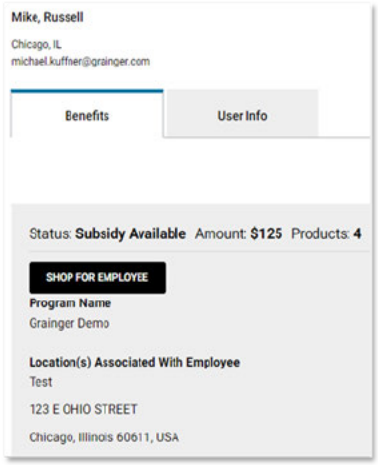
4. **Grainger Safety Footwear Centers:** Select Grainger branches in the U.S. stock the most popular safety shoe styles and brands. Ask your Grainger account manager for the nearest location. Grainger's friendly and knowledgeable customer service staff will help ensure a proper fit in the approved styles.

5. **On-site Safety Footwear Centers:** This convenient option is available for businesses with large employee bases that meet targeted purchase volumes. If Region 4 Members qualifies, its employees could try on their next pair of shoes at an in-house Safety Footwear Center — with company-approved inventory and displays. Grainger's customer service staff will measure for the proper fit to help avoid foot hazards.

Benefit Management System

Grainger can help make administering a quality safety footwear program easier. Whether buying shoes through Grainger's online tools, at a Grainger Safety Footwear Center, or from a Shoemobile, the Benefit Management System (BMS) can help manage Valvoline's footwear program. Grainger's BMS offers:

- A connected, consistent shopping experience.
- Monthly invoicing with all sales on one invoice.
- 24/7 online shoe benefit inquiry.
- Allows Style restrictions.
- Manage eligibility and subsidies.
- Track purchase history.
- Run customizable reports.
- Payroll Deduction.



Subsidies and eligibility can be quickly input into the system to manage payroll information.

Grainger's Benefit Management Program can manage more than just footwear. We can also manage your prescription eyewear programs or product categories you select within Grainger's general catalog. For programs which have subsidies in commodity categories provided to employees, by quantity or dollar amount, this solution drives compliance, efficiency and reporting capabilities by individual employees.

Managed Footwear Programs	Prescription Eyewear Programs*	Benefit Management System
• Online Safety Footwear Program • Kiosk-Based Safety Footwear Program • Grainger Safety Footwear Center • On-Site Safety Footwear Center • Grainger Shoemobile Program	• Online Prescription Eyewear Program • On-Site Prescription Eyewear Program • Kiosk-Based Prescription Eyewear Program **Packages, options and pricing vary by program*	• Tools • Workwear • Safety-PPE • Test Instruments* **Product categories can be customized.*

5. Grainger Private Label

Grainger has been providing Private Label products and solutions to our customers since 1937. Grainger Private Label products can help Region 4 Membersdo more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger Private Label products will help keep your facility functioning and have an expanded product offering in multiple categories with a broad selection at https://www.grainger.com/content/mc/product-collections/grainger-brands.

Benefits of Grainger's Private Label to Region 4 Members include:

- Grainger Brand products are lab tested to ensure they provide the quality and dependability you need.
- Grainger Brands deliver high performance at the right value.
- A broad range of products means Grainger can offer quality solutions that address a wide array of needs whether it be safety, tools, janitorial and more.

Air Handler	**Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration
Condor A GRAINGER BRAND	**Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, safety Glasses, Safety Goggles, Dust Masks, Safety Footwear.
WESTWARD A GRAINGER BRAND	**Industrial Hand Tools:** Tool Storage, Master Tool sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety.
Dayton A GRAINGER BRAND	**Electromechanical & Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationery Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches.
LumaPro	**Lighting & Fixtures:** Lamps, Ballasts, Deck Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task & Task Lighting.
SPEEDAIRE A GRAINGER BRAND	**Pneumatics:** Abrasive Blasters, Air Compressors & Accessories, Air Dryers, Low Oil Monitors, Compressor / Generators, Desiccant Dryers, Dry air Systems, Hose Reels, Oil Filters, Spray Guns & Accessories.
TOUGH GUY	**Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand & Personal Hygiene, Restroom Equipment, Waste containers & Liners..

6. Environmental, Health and Safety Services

For more than 90 years, Grainger has been focused on helping customers in all industries keep their people safe and facilities productive. Safety demands a 24/7 commitment. Customers can count on Grainger for a total safety solution - **products, services, resources, and expertise**.

Products: As a full-line distributor of safety products, Grainger carries **over 165,000 safety products** from 700 industry-leading safety manufacturers.

Services: Over the years Grainger has recognized that customers need more than products, they also need safety services that support their operations such as assessments, audits and testing, consulting and turnkey solutions, program and procedure development, training and much more. Certain services are available through Grainger's third-party service network.

Total Safety Solution: Grainger strives to understand the safety challenges organizations face and builds its safety capabilities and solutions specifically to meet your programs and goals. Grainger builds its offers through a combination of products, services, resources, and expertise. This approach maximizes Grainger's abilities to help you reduce risk and injury, improve compliance, and, ultimately, improve productivity levels.

Environmental	Health	Safety	
Air	Temperature Stress	Personal Protective Equipment (PPE)	Safety Communications
Water	Medical First Aid	Slips & Trips	Confined Space
Waste	Occupational Health Programs	Working at Elevated Heights	Electrical Safety
Chemical Management	Respiratory Protection	Lockout / Tagout	Lone Worker
	Hearing Conservation	Industrial Vehicles & Equipment	Hot Work
	Ergonomics	Machine guarding	Emergency Planning & Response
	Radiation Safety		

Grainger's Environmental, Health & Safety Services are designed to help Region 4 Members protect your people, your facilities and the environment. Through our network of qualified, insured and licensed service providers, we can provide comprehensive solutions that help you meet your EH&S goals. **Within each area Grainger Services can assist with:**

- Assessments, Audits, Studies & Testing
- Program, Procedures, Plans & Policies
- Training
- Installations, Repairs, Certifications & Permitting
- Specialty Services, Workshops, & Rentals

Safety Services:

Arc Flash/Electrical Safety Services
Confined Space Services
Emergency Planning and Response Services
Fall Protection/Working at Elevated Heights Services
Fire Protection/Life Safety Services
Machine Guarding Services
Material Handling/Lifting Services
Safety Consultant Services
Turnarounds/Safety Product Services
Technician Skill Training Services
Lockout/Tagout Services

Health Services:

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

Environmental Services:

- Environmental Consultant Services

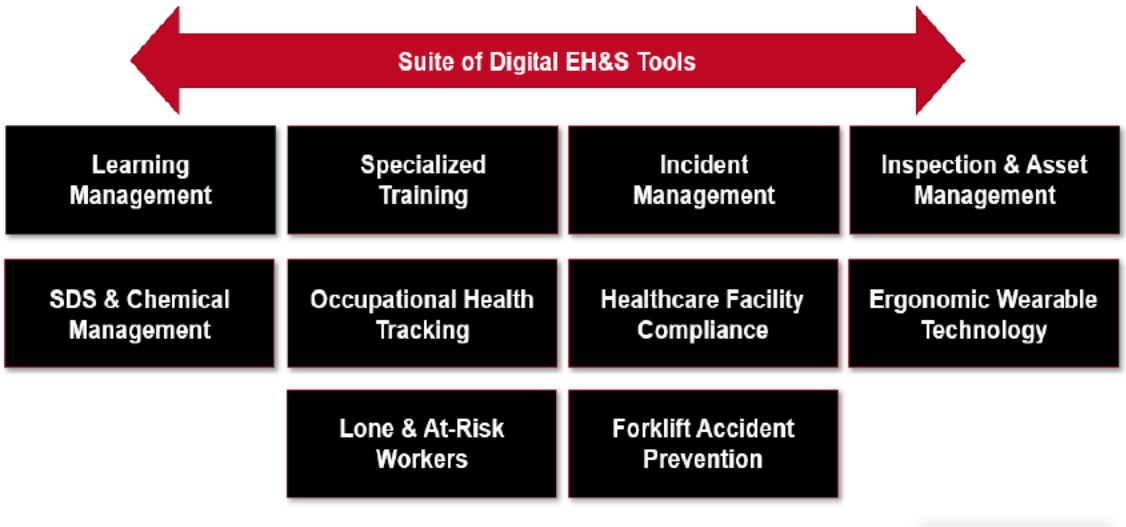


Grainger has multiple eyewear solutions to meet your employees' needs

Prescription Safety Eyewear Programs: Many companies realize the need for a solution to protect employees from eye hazards and maintain productivity. These companies have implemented prescription safety eyewear programs. Grainger partners with leading providers that can offer our customers multiple solutions for safety prescription eyewear needs.

EHS Digital Services: A suite of online subscription tools, EH&S Digital Services help you improve EH&S tracking and management while increasing productivity. These tools make it easier than ever to maintain critical EH&S and facility activity and information to help you:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization



7. Energy Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for CAT through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy - saving and water conservation measures. Grainger can also help Region 4 Members secure applicable incentives and rebates for energy and water - saving projects.

- Lighting Retrofits and Upgrades
- HVAC Filter Replacement & Preventative Maintenance
- HVAC Optimization, Upgrades & Retrofits
- Motor & Drive Upgrades
- Solar Panel & Battery Storage
- Electrical Services
- Electric Vehicle Charging Stations
- Steam Trap System Studies/Upgrades
- Thermal Blanket Installation
- Water Conservation Upgrades

Lighting Services LED Lighting Upgrades UV-C Disinfecting Solutions Midstream Utility Rebates	**HVAC Services** Filter Replacement/Preventative Maintenance/Repairs Optimization/Upgrades Purifying/Disinfecting Solutions
Mechanical System Services Motor & Drive Upgrades Steam System Assessments & Upgrades Compressed Air Studies/Upgrades Dust Collection System Studies/Upgrades	**Sustainability Services** Solar Panel Installation & Battery Storage Electric Vehicle Charging Station Install Water Conservation
Electrical Services & Repairs Engineering Services - Maintenance & Testing Turnkey Installation - Medium/Low Voltage Services	

Midstream Utility Rebate Incentives: Grainger can help Region 4 Members meet its energy reduction goals through discounted energy-efficient products. This program is available in several areas across the U.S.

- If eligible, Grainger delivers rebates on approved energy-efficient products.
- Once enrolled, rebates for eligible energy-efficient products are automatically applied upon purchase.
- Rebates are credited to Valvoline's Grainger account.

8. Facility Services

What important steps are you taking to help protect the investment in your physical assets? How are you maintaining your aging building? By conducting regular facility audits and staying on top of maintenance and repairs, companies have discovered ways to get more value from their physical assets. Working with proven third-party providers, Grainger offers solutions to help prolong the life of your buildings.

Building Envelope Services & Paving	Assembly & Installation Services	Flooring Services
• Roofing Services • Façade Services • Parking Garage Services • Building Condition Assessments	• Shelving & Racking • Fencing • Modular Units • Lab Furniture & Equipment	• Concrete Repair • Line Striping • Resinous Flooring Repair & Installations

•••

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-981

AUTHORIZING A CONTRACT EXTENSION FOR THE MILL CREEK SSA HOLIDAY LIGHTS & DÉCOR SERVICES WITH IT'S A WONDERFUL LIGHT (BID# 22-029)

WHEREAS, bids were solicited for the Mill Creek SSA Holiday Lights & Décor Services (BID# 22-029). A total of four (4) bids were received; and

WHEREAS, the lowest responsive, responsible bidder, as per bid documents and specifications was It's a Wonderful Light of Elk Grove Village, IL; and

WHEREAS, this was a two (2) year contract with option to extend for three (3) additional one-year renewal periods, if mutually agreed upon by both parties. This is the second one (1) year renewal of three (3); and

WHEREAS, adequate funds have been budgeted and are available in the FY2025 Mill Creek SSA operating budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized and directed to execute the second one (1) year contract extension for the Mill Creek SSA with It's a Wonderful Light, 695 Lunt Ave., Elk Grove Village, IL 60007 for a not to exceed amount of Ten Thousand, Eight Hundred Sixty Dollars ($10,860).

Line Item: 520.690.730.52120, Various
Line Item Description: N/A
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for the Mill Creek SSA Holiday Lights & Décor Services with It's a Wonderful Light (BID#22-029)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $10,860
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the 2nd one year extension for Holiday Lights & Décor Services with It's a Wonderful Light for the Mill Creek SSA in a not to exceed amount of $10,860.

It's A Wonderful Light
695 Lunt Ave
Elk Grove Village IL 60007
United States
630-445-8506 west@iawlight.com

www.iawlight.com

INVOICE

Bill To

Attn: Brooke Hampel
Mill Creek Subdivision
719 S. Batavia Ave, Building A
Geneva IL 60134
United States

DATE:
8/1/2025
INVOICE #:
INV2128

SALES REP	Install Date
Gonzalez,Stephani	10/11/2025

ITEM	DESCRIPTION	QTY	AMOUNT
.	N MILL CREE DR & FABYAN PKWY ENTRANCE		
WARM WHITE 5MM CIRCLE WRAP	LED 5mm WARM WHITE lights on trees as shown in display - 4 TREES IN CENTER ISLAND - CHANGED FROM 2022	104	$2,626.00
.			
.	S MILL CREEK DR & FABYAN PKWY ENTRANCE		
WARM WHITE 5MM CIRCLE WRAP	LED 5mm WARM WHITE lights on trees as shown in display - 4 PINE TREES	120	$3,030.00
.			
.	KESLINGER RD & BRUNDIDGE RD ENTRANCE		
WARM WHITE 5MM SHRUB	LED 5mm WARM WHITE lights on shrubs as shown on display - LARGE CENTER SECTION OF BUSHES	25	$575.00
WARM WHITE 5MM CIRCLE WRAP	LED 5mm WARM WHITE lights on trees as shown in display - ON HAWTHORNE TREE	30	$757.50
.			
.	KESLINGER RD & FRIENDSHIP WAY ENTRANCE		
WARM WHITE 5MM CIRCLE WRAP	LED 5mm WARM WHITE lights on trees as shown in display - ON HAWTHORNE TREE AND 3 LARGE PINE TREES	60	$1,515.00
.			
.	S MILL CREEK DR & S HYDE PARK		

It's A Wonderful Light
695 Lunt Ave
Elk Grove Village IL 60007
United States
630-445-8506 west@iawlight.com

www.iawlight.com

INVOICE

Bill To

Attn: Brooke Hampel
Mill Creek Subdivision
719 S. Batavia Ave, Building A
Geneva IL 60134
United States

DATE:
8/1/2025
INVOICE #:
INV2128

ITEM	DESCRIPTION	QTY	AMOUNT
WARM WHITE 5MM CIRCLE WRAP	LED 5mm WARM WHITE lights on trees as shown in display - ON LARGE SHADE TREE ADJACENT TO GAZEBO	20	$505.00
.			
.	BRIDGES & GAZEBOS		
MISC ITEM SERVICE	Balsam Fir live garland - 4 GAZEBOS ONLY	4	$359.96
MISC ITEM SERVICE	BALSAM FIR LIVE WREATH 22" WITH RED BOW HUNG AT END OF EACH BRIDGE - ONE AT EACH GAZEBO	4	$139.96
.			
.	INCLUDES ALL MATERIALS & LABOR FOR INSTALLATION AND REMOVAL		

We kindly ask for a 50% deposit to hold your place on the schedule and the remainder after the install is complete. The accepted methods of payment are:

1. Zelle (info@iawlight.com)
2. Check via mail
3. Credit card over the phone (3.4% merchant fee applies)

Please call to confirm or make a deposit to ensure your spot on the schedule.

Total	$9,508.42
Payments/Credits	$0.00
Balance Due	$9,508.42

Customer Signature: _____

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-980

AUTHORIZING ADDITIONAL FUNDS FROM THE MILL CREEK SSA BUDGET FOR THE MILL CREEK SSA LANDSCAPE MAINTENANCE SERVICES PROGRAM (TREE RELATED SERVICES) WITH LANGTON GROUP (BID# 24-025-TK)

WHEREAS, Kane County Mill Creek SSA is currently in contract with Langton Group of Woodstock, IL for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services); and

WHEREAS, Resolution No. 24-142 approves One Hundred Sixty Thousand Dollars ($160,000) per fiscal year; and

WHEREAS, the Kane County Mill Creek SSA has had additional project needs for the Landscape Maintenance Services Program (Tree Related Services); and

WHEREAS, the Kane County Mill Creek SSA requests authorization to spend an additional amount of Forty Thousand Dollars ($40,000) per fiscal year project needs; and

WHEREAS, adequate funds are budgeted and are available in the Mill Creek SSA budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Mill Creek SSA is hereby authorized to expend up to Two Hundred Thousand Dollars ($200,000) with Langton Group per fiscal year due to additional Landscape Maintenance Services Program (Tree Related Services) needs throughout the Kane County Mill Creek SSA.

Line Item: 520.690.730.52120, Various
Line Item Description: Repairs and Maintenance. - Grounds, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Additional Funds from the Mill Creek SSA Budget for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services) with Langton Group (BID#24-025-TK)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes an additional $40,000 for Landscape Maintenance Services Program (Tree Related Services) with Langton Group based on additional project needs.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-978

AUTHORIZING ADDITIONAL FUNDS FROM THE MILL CREEK SSA BUDGET FOR TRADES, LABOR, MATERIALS, AND RELATED SERVICES FOR SIDEWALK TRIP HAZARD REMOVAL WITH PRECISION CONCRETE CUTTING, INC. FOR THE MILL CREEK SPECIAL SERVICE AREA (TIPS CONTRACT# 23010402)

WHEREAS, Kane County Mill Creek SSA is currently in contract with Precision Concrete Cutting, Inc. for Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal; and

WHEREAS, Resolution No. 25-253 approves Thirty Thousand Dollars ($30,000) per fiscal year; and

WHEREAS, the Kane County Mill Creek SSA has had additional project needs for Trades, Labor, Material, and Related Services for Sidewalk Trip Hazards Removal as a result of additional trip hazards being reported needing attention; and

WHEREAS, the Kane County Mill Creek SSA requests authorization to spend an additional Fifty Thousand Dollars ($50,000) per fiscal year in additional funds for the additional project needs; and

WHEREAS, adequate funds are budgeted and are available in the Mill Creek SSA budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Mill Creek SSA is hereby authorized to expend up to Eighty Thousand Dollars ($80,000) with Precision Concrete Cutting, Inc. per fiscal year due to the additional Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal needs throughout the Kane County Mill Creek SSA.

Line Item: 520.690.730.52120, 520.690.730.52020, Various
Line Item Description: Repairs and Maintenance. - Grounds, Repairs and Maintenance- Roads, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision?
Are funds currently available for this Personnel/Item/Service in the specific line item?
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 9, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Additional Funds from the Mill Creek SSA Budget for Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal with Precision Concrete Cutting, Inc. for the Mill Creek Special Service Area (TIPS Contract#23010402)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $80,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes an additional $30,000 for Trades, Labor, Material, and Related Services for Sidewalk Trip Hazards Removal as a result of additional trip hazards being reported needing attention.