Education Service Center Region 10

Furniture & Storage, Related products and Services

NISINES

S INTERIORS nessinteriors.com 7) 858-2000





Women's Business Enterprise of the Year, Three-Time Recipient A Steelcase Exemplary Dealer and Founders Award Recipient

07/09/2020

Education Service Center, Region 10 Sue Hayes 400 E. Spring Valley Road Richardson, Texas 75081

RE: Furniture and Storage, Related Products and Services RFP # EQ-052920-01

Dear Sue Hayes

Thank you for the opportunity to present this proposal for the Equalis Coop Furniture and Storage, Related Products and Services. We are diligent in providing the best value options with a high level of customer service. In this way, Business Interiors is a dependable partner. We have a long history of helping companies meet their business objectives and deadlines.

An experienced and qualified team is ready to get started. Backed by a network of specialized service teams, we will meet and exceed your expectations. Business Interiors is committed and structured to assist Region 10 in achieving optimum results.

I look forward to the opportunity to provide furniture solutions and services to Region 10 and all ISD's by utilizing this Equalis Coop Contract. I'd love the opportunity to meet with you once this RFP has been awarded.

Sincerely,

Mike Paris | Education Sales Specialist Business Interiors O: 817-858-2079 | C: 469-328-8780



Commendations, Reference Projects

INTERIORS THAT WORK

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BUSINESS INTERIORS www.businessinteriors.com The people behind Business Interiors take pride in providing **interiors that work** for each of our customer's unique needs. BUSINESS INTERIORS | PROJECT TEAM



Region 10 Furniture and Storage, Related Products and Services

Education

MIKE PARIS | Education Sales Specialist



Mike Paris has spent his entire professional career in the contract furniture industry. Mike started out installing furniture for several years. He then moved into Project Management where he excelled for 15 years before moving into the role of Education Sales Specialist and Account Management. Mike has spent all of his career in Dallas working for a major Steelcase Dealer. At Business Interiors, Mike focuses on Education, K-12 and Higher Education, as he has for the past 10 years. He uses his unique combination of skills to provide our customers the highest level of service and an understanding of the entire project process from identification of the opportunity to the project close. His knowledge of our industry, allows Mike to help guide our customers throughout the process and help them to avoid pitfalls. Mike's unique combination of experience helps differentiate him from other furniture sales people

INDUSTRY EXPERIENCE: 38 years, 6 months

BUSINESS INTERIORS TENURE: 1 year, 3 months



Region 10 Furniture and Storage, Related Products and Services

Leadership

KATHY WHITE | Principal / Chief Executive Officer



Kathy White maintains the financial and operational strength of Business Interiors. She balances market conditions, vendor relationships and financial expectations with the internal goals of employee retention, customer satisfaction and process efficiencies. Active in the Women's Business Council – Southwest, White was awarded WBE Volunteer of the Year for 2011 and received national recognition in 2008 by Women's Business Enterprise National Council as a WBE Outstanding Business Woman Star.

Kathy began her career at KPMG in audit. She joined Business Interiors in 1982. White is a graduate of the University of Colorado.

INDUSTRY EXPERIENCE: 36 years

BUSINESS INTERIORS TENURE: 36 years

SALLY SMITH | President



Sally Smith is responsible for the sales growth and profitability of Business Interiors. She works closely with company managers of all business lines as well as strategic account executives to ensure employee development, maintaining client relationships, increase market share, and ensure revenue and profit goals are achieved, also managing processes and cost effectiveness. Sally began with Business Interiors in 1993 as a Business Development Manager and served as Vice-President of Sales for ten years prior to becoming President. Smith is a graduate of Texas A&M University.

INDUSTRY EXPERIENCE: 27 years

BUSINESS INTERIORS TENURE: 27 years



Region 10 Furniture and Storage, Related Products and Services

Leadership



INDUSTRY EXPERIENCE: 33 years

BUSINESS INTERIORS TENURE: 26 years

JODY DICKINSON | Director of Sales Support

As Business Interiors Director of Sales Support, Jody's responsibilities include Project Coordination of all aspects of the sales process; which includes specification, quoting, double-checking floor plans, tracking, scheduling, problem solving and customer service. From product specification through punch-list resolution, Jody works closely with all team members to ensure a successful installation.

Jody is also involved in the recruitment and hiring process for new sales support staff, as well as the training and development process for new and current employees. Jody has 33 years of dealership experience and she has been with Business Interiors for 26 years, in both a senior coordination position and a leadership role. She has numerous high profile projects for various clients on her resume including: Pioneer Natural Resources, Toyota, JP Morgan Chase, Blue Cross Blue Shield, and the Texas Rangers, among many others.

RICH FRENC | Director of Operations



Rich French is responsible for managing the daily activities of the Installation, Asset Management, Distribution, Service and Warehouse departments. He continually assesses customer needs and expectations; ensures that daily requests are handled promptly with full customer satisfaction. Rich is also responsible for analyzing processes and procedures to ensure effectiveness while focusing on cost containment and budget guidelines. He provides technical assistance to all Business Interiors teams and establishes operating standards.

INDUSTRY EXPERIENCE: 20 vears

BUSINESS INTERIORS TENTURE: 20 years



Our Response to Region 10 Furniture and Storage, Related Products and Services



REQUEST FOR PROPOSAL FOR FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd Richardson, TX 75081 Telephone: (972) 348-1110



Publication date Product or service RFP # Proposal due date Proposal submittal location 05/29/2020 Furniture and Storage, related products and services EQ-052920-01 07/09/2020 at 2:00 PM CST https://region10.bonfirehub.com/portal/?tab=login

Principle contract officer

Ms. Sue Hayes Chief Financial Officer

Public opening location

Region 10 ESC 400 E Spring Valley Rd Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of Furniture and Storage, related products and services. Responses will be accepted until 07/09/2020 at 2:00 PM. All times are Central Standard Time.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely based on low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org by 12:00 pm on July 9, 2020 to receive an invitation.

The Region 10 ESC Board of Directors anticipates awarding this category to more than one vendor. The Board of Directors also reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so.





LEAD AGENCY AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Lead Agency Agreement for **Furniture and Storage, related products and services** for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the "Lead Agency Agreement") from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Lead Agency Agreement.

Access to the Lead Agency Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple 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 Equalis Group documents (Attachment A).

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked 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 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are 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.

Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:

X We acknowledge Region 10 ESC's Public Information Act 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.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

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

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

6/12/2020 Date

VP FINANCE thorized Sianature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

IV. Customer Service

- Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
- Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
- Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for Furniture and Storage, related products and services and is seeking proposals from manufacturers, dealers, distributors and other value-added resellers or service providers. Respondents may elect to limit their proposals to a single product or service line, or multiple products and services within all classifications listed below.

Products:

All furniture, storage and related products are being considered for this RFP. Specific venues to be furnished include but are not limited to:

- Offices
- Conference/meeting spaces
- Lobbies
- Lounges
- Common areas
- Classrooms
- Labs

Services:

Design Services

• Design services may include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, assistance with furniture selection, interior office design, and computerized installation drawings.

Installation

- Installation may include but is not limited to: All delivery, receiving, uncrating, inspection, assembly and installation of all furniture and components and the removal of packing and other wastes from the site
- Any other service or product related to installation.

Other Services

All other related services including rental, safety inspection, repair, renovation, refurbishment, and remanufacture, retrofit or recycling services for the furniture solutions described above; and any other related services or solutions that support the product lines listed above.

- Music rooms
- Studios
- Libraries
- Media/technology rooms
- Computer centers
- Outdoor spaces

- Food service or dining areas
- Student union spaces
- Residence halls
- Other areas where the scope defined herein might be utilized

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF

file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.

- III. Time for receiving proposals: Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- IV. Inquiries and/or discrepancies: Questions regarding this solicitation must be submitted <u>in</u> the Bonfire procurement application. All questions and answers will be posted to <u>the Bonfire procurement application</u>. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.
- V. Restricted and Prohibited Communications with Region 10 ESC and Equalis Group: During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.

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 a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 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 Respondents, to 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 a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- 1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
- 2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 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 10 ESC's representatives. Communication with any employee of Equalis Group

VI. Addenda: if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

Vil. Calendar of events (subject to change):

<u>Event</u>	Date:
Issue RFP	05/29/2020
Deadline for questions	06/18/2020
Issue Addendum/a (if required)	06/19/2020
Proposal Due Date	07/09/2020
Approval from Region 10 ESC	08/12/2020
Contract Effective Date	09/01/2020

CONDITIONS OF SUBMITTING PROPOSALS

- VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.
- IX. Withdrawal of proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

- X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.
- XI. Best and Final Offer: Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range 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 offer will be considered to be its Best and Final Offer.

XII. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent 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, Region 10 ESC 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 10 ESC, are to be considered informative to give the Respondent 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 10 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. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XIII. Quality of Materials or Services: Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, 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.

- XIV. Deviations and Exceptions: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XV. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.
- XVI. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.
- XVII. Formation of Contract: A response to this solicitation is an <u>offer</u> to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation <u>does not become a contract until it is awarded by Region 10 ESC</u>. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XVIII. Estimated Quantities: Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is <u>estimated</u> to be over \$150 million annually by year three (3) of the contract. This information is

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provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

- XIX. **Multiple Awards:** It is the preference of Region 10 ESC to limit the number of awarded suppliers. Due to the broad and diverse nature of this RFP, combined with the large number of potential entities which may utilize this contract throughout the nation, it is anticipated that multiple awards will be needed to provide adequate coverage. Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XX. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXI. Award or rejection of proposals: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

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XXII. Evaluation Process: In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

- 1. All products and services available
- 2. Pricing for all available products and services
- 3. Pricing for warranties on all products and services
- 4. Ability of Customers to verify that they received contract pricing
- 5. Payment methods
- 6. Delivery is freight pre-paid, FOB destination
- 7. Other factors relevant to this section as submitted by the Respondent

Performance Capability (30 Points)

- 1. Ability to provide products and services nationally
- 2. Overall product and service solutions being offered
- 3. Shipping timelines
- 4. Return and restocking policy and applicable fees
- 5. History of meeting the shipping and delivery timelines
- 6. Ability to meet service and warranty needs of members
- 7. Customer service/problem resolution
- 8. Invoicing process
- 9. Contract implementation/Customer transition
- 10. Financial condition of vendor
- 11. Availability, and capabilities related to ordering, returns and reporting

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- 12. Respondent's safety record
- 13. Instructional materials
- 14. Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (20 Points)

- 1. Respondent reputation in the marketplace
- 2. Reputation of products and services in the marketplace
- 3. Past relationship with Region 10 ESC and/or Region 10 ESC members
- 4. Experience and qualification of key employees
- 5. Location and number of sales persons who will work on this contract
- 6. Policies for installation services (if offered)
- 7. Past experience working with the government sector
- 8. Exhibited understanding of cooperative purchasing
- 9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- 10. Minimum of 3 customer references relating to the products and services within this RFP
- 11. Certifications in the Industry
- 12. Company profile and capabilities
- 13. Other factors relevant to this section as submitted by the Respondent

Value Add (10 Points)

- 1. Marketing plan and capability
- 2. Sales force training
- 3. Other factors relevant to this section as submitted by the Respondent
- XXIII. **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 are unacceptable and do not receive further award consideration.
- XXIV. Evaluation: 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 solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.
- XXV. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.
- XXVI. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

PROTEST OF NON-AWARD

- XXVII. 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 Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <u>https://pol.tasb.org/Policy/Code/374?filter=EF</u>, and it must be on a form provided by Region 10 ESC, which will include the following:
 - 1. Name, address and telephone number of protester
 - 2. Original signature of protester or its representative
 - 3. Identification of the solicitation by RFP number
 - 4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
 - 5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXVIII. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

7. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

- XXIX. <u>Waiver</u>: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS 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.
- XXX. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR 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 A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

- 1. What is your company's official registered name? Facilitec, dba Business Interiors
- 2. What is your company's Dun & Bradstreet (D&B) number? 60-211-7830
- 3. What is/are your corporate office location(s)? 1111 Valley View Lane, Irving, Texas 75061
- 4. Please provide a brief history of your company, including the year it was established. **Established in 1970. See company Profile attached.**
- 5. Who is your competition in the marketplace? All other furniture dealers that sell to K-12 schools.
- What are your overall annual sales for last three (3) years?
 \$304,820,000
- 7. What are your overall public sector sales, excluding Federal Government, for last three (3) years? \$18,644,000
- 8. What is your strategy to increase market share in the public sector? Utilize this Equalis bid, partner with A&D firms, contact ISD's directly
- 9. What differentiates your company from competitors specifically in the public sector? Our people. Our services and attention to detail with installations. Our ability to offer a 100% complete
- 10. See Attached
- 11. <u>Diversity program</u> Do you currently have a diversity program or any diversity partners that you do business with?
 - X Yes

 - a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?
 - 🗌 Yes

X No Most Diverse Partners are Tier 2

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? No - See 11a

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

12. <u>Diversity Vendor Certification Participation</u> - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

Environmental Policy

In 1991 Business Interiors established our corporate philosophy, "The 4-Cs:"

- Commitment To Employees
- Customer Focus
- Constant Cooperation
- Continuous Improvement

We attribute much of our success to this philosophy and continue to abide it. The time has come to add a "5th C:"

• Commitment to Our Environment.

Business Interiors understands that it has a responsibility for the environment as well as the social and economic systems that impact the environment. We define sustainability as simultaneously improving the vitality of the economy, the integrity of ecological systems.

We are committed to pursuing the goal of sustainability and will weigh the impacts of our business decisions against the costs to the ecological, social and economic systems they affect. We will regularly update our practices and we intend to make consistent, measurable progress toward these goals and will pursue them in all facets of our operations.

Kathy White

Statement Of Commitment

Business Interiors is committed to promoting sustainable work environments and business practices based on sound economics, environmental protection and social responsibility by doing the following:

- Conduct company operations to protect the environment and health of our employees, neighbors and customers.
- Continually update our practices, and we intend to make consistent, measurable progress toward these goals and will pursue them in all facets of our operations.
- Implement pollution prevention through proactive environmental management initiatives that promote waste reduction, recycling and resource conservation.
- Pursue environmental education and training as a corporate responsibility to ensure employee ownership and stewardship.
- Strive to ensure that our customers, employees, manufacturers and suppliers are aware of our commitment as we pursue the goal of becoming an increasingly sustainable company.
- Commit to reporting our progress in the area of Environmental Aspects: Compliance with applicable environmental laws, Objectives and Targets and Management Review.

As the leader of our company, I am personally committed to these principles and will ensure that we make every effort to meet them.

Kathy White

a.	<u>Minority Women Business Enterprise</u>		
	Respondent certifies that this firm is an MWBE	X Yes	No
	List certifying agency: NCTRCA Cert No. WFWB08584N0221		
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)		
	Respondent certifies that this firm is a SBE or DBE	Yes	XNo
	List certifying agency:		
c.	<u>Disabled Veterans Business Enterprise (DVBE)</u>		
	Respondent certifies that this firm is an DVBE	Yes	XNo
	List certifying agency:	_	
d.	Historically Underutilized Businesses (HUB)		
	Respondent certifies that this firm is an HUB	☐Yes	XNo
	List certifying agency:	_	
e.	<u>Historically Underutilized Business Zone Enterprise (HUBZone)</u>		
	Respondent certifies that this firm is an HUBZone	Yes	XNo
	List certifying agency:	_	
f.	Other		
	Respondent certifies that this firm is a recognized diversity certificate holder	X Yes	Νο
	List certifying agency: WBENC		

PRODUCTS/PRICING OFFERED:

- 13. Please summarize the products and services you are offering. Furniture for all areas of all schools, administration offices, Training Spaces Design, Installation, Project Management, Move Services
- 14. What makes your offering unique from other similar competitors? Full service dealership is best in class. Our CET design tool is utilized with Live Design to create a better speeder and more accurate experience for the customer. More diverse product offerings.
- speedier and more accurate experience for the customer, More diverse product offerings.
 Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?
 Yes
- 16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?
 - X Yes
 - 🗌 No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

17. Define your standard terms of payment **Net 30 days**

PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

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	Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho	 Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada New Hampshire 	2	 North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia
ğ	Illinois	New Jersey	-	Washington
	Indiana Iowa	New Mexico New York		 West Virginia Wisconsin
	Kansas	North Carolina		Wyoming
	U.S. Territories & Outlying Areas (Se American Samoa Federated States of Micronesia Guam	lecting this box is eq Midway Islands Northern Marin Islands Puerto Rico	5	oxes below) U.S. Virgin Islands
19.	List the number and location of offi One location in Irving, Texa	ces, or service cente as	rs for all states being	g proposed in solicitation.
20.	Distribution Channel: Which best of Manufacturer direct Authorized distributor Value-added reseller	lescribes your compa	Certified educa	distribution channel: tion/government reseller narketing through reseller
21.	Provide relevant information regard members to verify they are receiving			
22.	Describe your company's Customer centers, etc.). Mon-Fri, 8am-5pm 3 fu Irving, Texas. This is u delivery and installation	າll time service techs utilized for repairs. Oເ	and 1 full time admin Ir 40+ in-house instal	istration person. One location in lation/delivery team executes our daily
23.	Provide your safety record, safety r	ating, EMR and worl	ker's compensation r	ate where available
24.	Describe the capacity of your comp Reports can be run through our Hed	any to report month berg system to track	ly sales through this all sales of various ca	agreement. ategories
25.	Describe the capacity of your comp location, time and attendance repo Hedberg system to track all sales of	orts, etc. for each elig		

QUALIFICATION AND EXPERIENCE:

26. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact Contact Person: Mary Arnett
Title: VP-Finance
Company: Business Interiors
Address: 1111 Valley View Lane
City: Irving State: Texas Zip: 75061
Phone: 817-858-2089 Fax: 817-858-2020
Email: <u>marnett@businessinteriors.com</u>
<u>Account Manager / Sales Lead</u> Contact Person: <u>Mike Paris</u>
Title: Education Sales Specialist
Company: Business Interiors
Address: _1111 Valley View Lane
City: Irving State: Texas Zip: 75061
Phone: 817-858-2079 Fax: 817-858-2020
Email: mparis@businessinteriors
<u>Contract Management (if different than the Sales Lead)</u> Contact Person: <u>Mary Arnett</u>
Title: VP-Finance
Company: Business Interiors
Address: 1111 Valley View Lane
City: Irving State: Texas Zip: 75061
Phone: 817-858-2089 Fax: 817-858-2020
Email: marnett@businessinteriors.com
<u>Billing & Reporting/Accounts Payable</u> Contact Person: <u>Mary Arnett</u> Title: VP-Finance
Company: Business Interiors
Address: 1111 Valley View Lane
Autress: Itt i valicy flow Land

City: Irving	State: Texas	Zip: _ 75061
Phone: 817-858-2089	Fax:Fax:	8-2020
Email: <u>marnett@business</u>	interiors.com	
<u>Marketing</u> Contact Person: Renee Wa s	sson	
Title: Marketing Manage	r	
Company: Business Interio	ors	
Address: 1111 Valley View	Lane	
City: Irving	State: Texas	Zip: 75061
Phone: 817-858-2023	Fax: 817-85 8	3-2020
Email: rwasson@busines	sinteriors.com	

27. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference: **See attached**

Entity Name Contact Name and Title City and State Phone Number Years Serviced Description of Services Annual Volume

28. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date	
Business Interiors is current	ly an approved dealer for m	any manufacturers	
that are members of multiple	e coop contracts such as On	nnia Partners, Buyboard	
NCPA, TIPS, E&I, Sourcewell, PEPPM and others			
Buyboard	584-19	2023	

29. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s). See Item 28

- 30. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
- 31. If your company is offering installation services as part of your response to this RFP, provide your companies policies for background checks and fingerprinting for any employees who may enter customer grounds, or for fulfilling those requirements should a customer require it. All employees are background checked and drug tested. If customer requires, we will do fingerprinting and badging for their particular ISD.
- 32. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. **N/A**
- 33. <u>Felony Conviction Notice</u> Please check applicable box:

A publicly held corporation; therefore, this reporting requirement is not applicable

X Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

VALUE ADD:

- 34. Detail how your organization plans to market this contract within the first 90 days of the award date. We will create a fiyer to send out to all K-12 and Higher Ed customers stating our award of this contract along with contract detailed information along with a link to the Equalis website where they can sign up.
- 35. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Yes we agree
- 36. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement. **These are estimates only. Our hope is much higher.**

\$ 200,000 _____ in year one \$ 500,000 _____ in year two \$ 750,000 _____ in year three

37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Appendix B: PRICING

Attachment B – Price List

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. <u>All services offered under this contract must be priced **or** listed as free and unlisted services will not be accepted</u>. Please submit price lists and/or catalogs in excel or delimited format.

Pricing must be entered into each worksheet within the Attachment B as follows:

Product/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed.

Other Pricing & Discounts

- Respondents may provide a calculation for pricing on all products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Pricing here may be provided as a supplement, or in lieu of pricing on the product/services worksheet.
- Additional services such as installation, delivery, tech support, training, and other services not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts may be provided here

Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- > Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- > Vendor must allow for lower pricing to be available for similar product and service purchases.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

Appendix C: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Appendix D: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of ______, by and between _______, by and between ________, ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Furniture and Storage, related products and services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at *Education Service Center*, *Region 10, 400 E Spring Valley Rd, Richardson, TX 75081*

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- X Automatic Renewal: Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

<u>Scope</u>: This 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.

<u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

<u>Respondent's promise</u>: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. <u>Respondent contract documents</u>: Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. <u>Form of contract</u>: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. <u>Entire Agreement (Parol evidence)</u>: 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.

4.4. <u>Assignment of Contract</u>: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. <u>Contract Alterations</u>: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6. <u>Order of precedence</u>: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 <u>Supplemental Agreements</u>: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. <u>Cancellation for non-performance or contractor deficiency</u>: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 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 become the property of the Member on demand.

5.2 <u>Termination for cause</u>: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 <u>Survival Clause</u>: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 <u>Shipping Instructions</u>: Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 <u>Additional charges</u>: Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays**: Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **<u>Payments</u>**: The participating entity using the contract will make payments directly to the awarded vendor.

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

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 <u>**Reporting</u>**: Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at <u>info@equalisgroup.org</u>. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:</u>

	Equalis Member ID
<u>c</u>	Vendor Customer Number *required (or Equalis Member ID)
Member Data	Customer Name *required
ber	Customer Street Address *required
E	Customer City *required
Σ	Customer Zip Code *required
	Customer State *required
2	Distributor Name
Data	Distributor ID
tor	Distributor Street Address
Distributor	Distributor City
list	Distributor ZIp Code
	Distributor State
	Product Category level 1
_	Distributor Product Number
Product Data	Manufacturer Product Number
u u	Product Description
npo	Product Brand Name
Pro	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

	Purchase Unit of Measure
Data	Purchase Quantity
р	Distributor Landed Cost Total \$ (without deviations)
pend	Distributor Landed Cost Total \$ (with mfr deviations)
S.	Customer Purchase Total \$ *required

Admin Fee % *required
Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 <u>Market competitive guarantee</u>: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 <u>Price increase</u>: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 <u>Additional Charges</u>: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 <u>Prevailing Wage</u>: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 <u>Administrative Fees</u>: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. <u>All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted</u> to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 <u>Audit rights</u>: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have 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 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 <u>New products/Services</u>: 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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 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.

<u>Product line</u>: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 <u>Warranty conditions</u>: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 <u>**Cleanup**</u>: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 <u>Site Preparation</u>: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **<u>Registered sex offender restrictions</u>**: For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 <u>Safety measures</u>: Vendor 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. Vendor 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.

12.5 <u>Smoking/Tobacco</u>: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 <u>Stored materials</u>: Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 <u>Maintenance Facilities and Support</u>: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 <u>Funding Out Clause</u>: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 <u>Disclosures</u>: Vendor affirms that he/she 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 contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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 vendors in the award of this contract.

13.3 <u>Indemnity</u>: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 <u>Marketing</u>: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 <u>Insurance</u>: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 <u>Legal Obligations</u>: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" 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.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

Prices are guaranteed: 120 days

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company name	
	Business Interiors
Address	1111 Valley View Lane
City/State/Zip	Irving, Texas 75061
Telephone No.	817-858-2000
Fax No.	817-858-2020
Email address	marnott@ husinessinteriors.com
Printed name	MARY ARNETT, VP-FINANCE
Position with company	
Authorized signature	May Ameto
Term of contract Septemb	ber 1, 2020 to August 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

<u>10/5/20</u> Date

Region 10 ESC Authorized Agent

Rickey Williams

Print Name

Equalis Group Contract Number <u>EQ-0529</u>20-01D

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

• DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

• DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Business Interiors

Title of Authorized Representative: <u>VP-FINANCE</u>	_
Mailing Address: 1111 Valley View Lane, Irving, Texas 75061 Signature: May	_

DOC #2 DEBARMENT NOTICE

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I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

.

Potential Vendor: Business Interiors
Title of Authorized Representative: <u>VP-FINANCE</u>
Mailing Address: <u>1111 Valley View Lane, Irving, Texas 75061</u> Signature: <u>Mary Unetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternetternett</u>

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

Signature of Respondent

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

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.

VENDOR Business Interiors

ADDRESS 1111 Valley View Lane, Irving, Texas 75061

RESPONDANT

Signature

Printed Name

Position with Company

PHONE ______

FAX 817-858-2020

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

DOC #6 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 will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

				101
	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 US CERTIFICATION	
1	Name of business entity filing form, and the city, state and countr of business.	Certificate Number: 2020-639083		
	Business Interiors			
	Irving, TX United States	Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	07/01/2020	
	EDUCATION SERVICE CENTER, REGION 10		Date Acknowledged	:
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provide	y or state agency to track or identify ed under the contract.	the contract, and pro	ovide a
	RFP # EQ-052920-01			
	Furniture and Storage, related products and services			
4				of interest
	Name of Interested Party	City, State, Country (place of busine		upplicable)
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5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION		./	15
	My name is MILKE PARIS	, and my date of I	birth is <u>04/20/</u>	1957
	My address is	(city)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.			
	TACTAGE	12/11/19	19T Tul	1 , 20
	Executed inCounty,	, State of <u>PRAZ</u> , on the	day ofday (month	, 20) (year)
		111119		
ĺ		Signature of authorized agent of cont (Declarant)	tracting business entity	/

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" 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.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

X I certify that my company is a "resident Bidder"

I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

III VALLEY VIEWLN. com IORS

Address

75061 RVING City Zip

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency 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 "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC 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.

(Initials of Authorized Representative) Does vendor agree? X

2. Termination for Cause or Convenience:

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 in the event Offeror 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. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

(Initials of Authorized Representative) Does vendor agree? X

3. Equal Employment Opportunity:

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Except as otherwise provided under 41 CFR Part 60, all participating agency 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 participating agency 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.

Does vendor agree? X MA (Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency 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 <u>www.wdol.gov</u>. 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.

Does vendor agree? X (Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency 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.

Does vendor agree? X

111

(Initials of Authorized Representative)

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

If the participating agency'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.

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Vendor agrees to comply with the above requirements when applicable.

(Initials of Authorized Representative) Does vendor agree? X

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.

Does vendor agree? X ///// (Initials of Authorized Representative)

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 participating agencies 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.

Does vendor agree? X

(Initials of Authorized Representative)

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).

Initials of Authorized Representative) Does vendor agree? X

10. Procurement of Recovered Materials:

For participating agency 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 participating agency 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

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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.

Does vendor agree? X

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency 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 participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? X

nitials of Authorized Representative

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? X (Initials of Authorized Representative)

13. Applicability to Subcontractors

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

Does vendor agree? _

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Business Interiors Company Name Signature o orized Company Official Printed Name -FINANC Title

Date

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Unli 6/12/2020 MAL ! Signature of Respondent

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and <u>submit this page only</u>.**

X Respondent agrees to all terms and conditions outlined in each of the following exhibits

Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

- Equalis Group Exhibit A EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group

Key Points	>
Introduction	>
Certificates	>
Philosophy	>
Sustainability	>



Business Interiors Key Differentiation Points

- Established 1970
- Woman-Owned Business Enterprise
- Long-Lasting Employee Tenure
- Comprehensive Service Capabilities
- Only DFW Steelcase Exemplary Dealer
- 300+ Diverse Vendor Lines
- Resident Specialists
- Best Value Solutions
- Longevity of Customer Relationships



A contract furniture dealership with exemplary service and continuity in management and culture.

Business Interiors integrates furniture, technology and architectural products. We have provided workplace solutions and comprehensive services for North Texas since 1970.

Our success is based on the energy and experience of our people as well as consistency of ownership and financial stability. Kathy White, CEO is a second generation owner. Business Interiors was founded by her mother, Joan Miller.

Business Interiors customers vary from emerging enterprises to major corporations across multiple industries. Our responsiveness and flexibility is evident in their diversity and unique requirements. We deliver a high level of service with the intent of repeat business and referrals. As a result, Business Interiors has many long-term customer relationships lasting over thirty years.

Business Interiors also prides itself on its reputation with vendors and suppliers. We've earned our credibility through integrity and performance. Business Interiors is a Steelcase 2017 Premier Partner and the only Steelcase dealer in the south to have received both the Exemplary Performance and Founders awards.

Business Interiors is certified by Women's Business Enterprise National Council (WBENC) and North Central Texas Regional Certification Agency (NCTRC). Women's Business Council-Southwest (WBCS) recognized Business Interiors as WBE of the Year in 1998, 2006 and 2007. WBENC selected Kathy White as a WBE Star in 2008 and WBCS acknowledged White as WBE Volunteer of the Year in 2012.



Region 10 Furniture and Storage, Related Products and Services

Women Business Enterprise (WBE) Facilitech, Inc. DBA Business Interiors Facilitech, Inc. DBA Business Interiors Autor 423210: OFFICE FURNITURE MERCHANT WHOLESALERS	Business Interiors Women Business Enterpris (WBE) Certificates
AICS 442110: OFFICE FURNITURE STORES This Certification commences February 20, 2019 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: February 28, 2021 Issued Date: February 28, 2021 CERTIFICATION NO. WFWB08584N0221 Certification Administrator Certification Administrator	
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Business Interiors "5-Cs"

Commitment to Employees

One way Business Interiors measures its success is by the satisfaction and retention of employees – 62% of our people have five+ years of service FEBRUARY 2018 ANNIVERSARY REPORT. Our culture promotes solutions-based thinking and resourcefulness. Goals and initiatives are addressed in a structured annual planning process that involves all corporate teams. Employee accomplishments are celebrated throughout the year at informal luncheons, at our annual awards celebration, and in the B.Eye (an employee newsletter).

Customer Focus

Business Interiors maintains close relationships with our customers through one-on-one open, easy access communication. Our customers receive individual service from a Project Team. Functioning like a business unit, each team is self-directed and balanced with expertise, experience and training. Customers are also given the opportunity to take part in an annual third party survey. All feedback is highly valued. Our services and product offerings remain relevant through customer directives.

Constant Cooperation

Business Interiors seeks out win-win situations for the company, our employees, our customers, our suppliers, and our community. By working together we can obtain our goals — individually and collectively.

Continuous Improvement

Business Interiors remains open to what is important to our employees, our customers and our suppliers so that we maintain our high-level of service and streamline our operations. Processes are periodically analyzed to eliminate unnecessary steps, reduce cycle times and cost. Learning is ongoing. From sales, design to operations, our employees receive extensive process and product training.

Concern for the Environment

In addition to promoting sustainable work environments, Business Interiors is committed to maintaining our own. We weigh the impacts of our business decisions against the costs to the ecological, social and economic systems they effect. Our environmental policy outlines our objectives and action plans.



Business Interiors Environmental Policy

Our Commitment

Business Interiors is committed to promoting sustainable work environments and business practices based on sound economics, environmental protection and social responsibility by doing the following:

- Conduct company operations to protect the environment and health of our employees, neighbors and customers.
- Continually update our processes with consistent, measurable goals toward sustainability throughout all facets of operations.
- Implement pollution prevention through proactive management initiatives that promote re-use, recycling and resource conservation.
- Corporately pursue environmental education and training to engage employee ownership and stewardship.
- Bring awareness to employees, customers, manufacturers and suppliers of our commitment as we increasingly pursue sustainability thereby encouraging recommendations and accountability.

"As a second generation owner, I am personally committed to the principles outlined in Business Interiors Environmental Policy and I will ensure that we make every effort to meet them."

Kathy White, BUSINESS INTERIORS CEO



www.businessinteriors.com











PROJECT MANAGEMENT









Business Interiors service capabilities:

SPACE PLANNING & DESIGN

We design engaging and efficient workplaces. Business Interiors Space Planning & Design supports corporate objectives.

INSTALLATION

We are experts at installing systems furniture. Business Interiors Installation delivers and properly installs existing and new components.

PROJECT MANAGEMENT

We coordinate the people and resources needed for complex projects. Business Interiors Project Management ensures successful completion of workplace changes.

RELOCATION / MOVE MANAGEMENT

We plan and communicate the logistics of workplace relocations. Business Interiors Move Management implements facility moves with minimal downtime.

SERVICE & REFURBISHING

We maintain and restore the appearance and function of furniture. Business Interiors Service & Refurbishing extends workplace investments.

ASSET MANAGEMENT / STORAGE

We store unused workplace furniture. Business Interiors Asset Management is automated and our storage is secure.

ReBI / PRE-OWNED FURNITURE

We sell and buy previously-owned furniture. Business Interiors ReBI is a cost-effective alternative to buying new.

RENTAL FURNITURE

We provide temporary furniture solutions. Business Interiors Rental furniture is ideal when long-term needs are uncertain.

ARCHITECTURAL +TECHNOLOGY SOLUTIONS

We incorporate flexible infrastructures and products that enhance the use of technology. Business Interiors Architectural +Technology solutions maximize the performance of an integrated space.





SPACE PLANNING & DESIGN

DISTINCTION

When Joan Miller established Business Interiors, she emphasized our people working with yours to develop a workplace that supports versatility, productivity and image. These defining principles reveal Joan's foresight. Today's business tools and processes constantly change and a company's branding becomes critical in an increasingly competitive market. We understand the challenges of managing real estate and how today's workplace must leverage space, people and their tools.

EXPERTISE

Business Interiors' designers have a Bachelor's degree in Interior Design and our senior designers are registered with the State of Texas. This talented group has a highly dynamic skill-set and receives continuous training.

Once your objectives and requirements are determined, we evaluate your existing furnishings/inventory, equipment and facilities. With that information, Business Interiors is able to present solutions.

- Integrate culture and brand with facility and budget; establish standards in furniture, color and finishes.
- Optimize space supporting multiple work modes: collaborative, focused, learning, social and rejuvenating.
- Promote wellbeing with product and space solutions. Provide qualified ergonomic assessments.
- Support sustainability with products that contribute to LEED points. A certified LEED AP participates in early planning and development stages of the project.

CAPABILITIES

Business Interiors utilizes AutoCAD/CAP Studio and CET Designer/ Configura software to produce lifelike renderings, installation plans as well as standard drawings of plan, elevation and isometric views.



Region 10 Furniture and Storage, Related Products and Services



INSTALLATION

DISTINCTION

Business Interiors has been installing workspaces for over forty years. Our installation crews have represented us well over the years with an exceptional level of professionalism and customer service. Considerations include: 1) protecting your facility during install — floors, walls and elevators, 2) completing the install with a furniture wipe-down and area vacuum, and 3) returning cardboard and packaging to Business Interiors to recycle.

EXPERTISE

Business Interiors' crews have mastered the installation process for furniture lines produced by the major manufacturers. By hosting factory trainers on an annual basis, we can ensure our staff maintains the latest techniques and understanding of product development. Foremen and Leads have attended Steelcase Installation Training (SIT), Lead Installer Training or a form of specialty training as well as Leadership Training. All new Installers receive SIT and Business Interiors' on-the-job training.

CAPABILITIES

Business Interiors is capable of fielding 130 qualified installers per day. Our fleet consists of twenty-three trucks and service vehicles. We also have the resources to provide tractor trailers with our own CDL drivers to facilitate work on larger projects. Business Interiors provides the tools and equipment necessary to complete any size project as well as providing equipment to protect our customers' product and facilities during install.





PROJECT MANAGEMENT

DISTINCTION

Business Interiors is a valued partner when our customers are faced with the complexities of implementing facility projects. Teamwork is integral to Business Interiors — generating employees' personal dedication to service and integrity — setting the standard for our working relationships with customers and contractors. "Once again Business Interiors has performed to a Gold Star performance level. Your team of professionals continues to strive for excellence. Teamwork is the name of the game and Business Interiors promotes this in their day-to-day activities and communications with their clients. Your company makes my job a lot easier in many ways." CAPGEMINI ENERGY LP

EXPERTISE

Business Interiors' Project Managers coordinate all resources. Once the PM reviews product orders, installation drawings, acknowledgments and ship dates a working schedule is developed. Our PMs act as the liaison between your company and the contractors working within your space. They streamline communications by conveying your objectives and needs. Their expertise supports smooth implementation of your project and enables timely resolution should a problem arise. Following delivery and install, our PM will make a final inspection with the Facility Manager and then resolve exceptions ensuring total satisfaction of your project.

CAPABILITIES

Business Interiors' Project Managers average over 31 years of industry experience. Their foresight during a preliminary walk-through and their comprehension of new construction processes is invaluable. If a project is particularly involved, one of our PMs may join the sales team before order placement is finalized. They are also qualified to make furniture inventories. Our PMs have installation experience and an ingrained understanding of how systems furniture connects with proper support.





RELOCATION / MOVE MANAGEMENT

DISTINCTION

Business Interiors understands that dependable performance and attitude are what determine a company's reputation. With that said, our Relocation team is superb! They work tirelessly with positive attitudes motivated to get the job done while meeting customers' needs. *"Everything was moved in a timely and orderly manner which has enabled me to quickly put things in order in my new area and get back to work to meet deadlines. I would like to thank all the moving staff for being so great to work with and to truly compliment their positive attitudes." ALCON*

EXPERTISE

We coordinate and implement the relocation of "stand alone furnishings," equipment and personal contents by department or company-wide within the same city or across the country.

A Relocation Project Manager reviews your company's needs and together goals are set for a successful move. We then provide a detailed move plan; upon approval, your RPM becomes a single, dependable contact for on-site move supervision coordinating employees and vendors to execute your specific plan. The plan addresses:

- Communication/Orientation: Formal meetings are held with key individuals and employees.
- Packing: Written instructions are provided and assistance is available.
- Technical Support: Technicians perform detailed inventories and disconnect/re-connect desktop computers, printers and fax machines. Specialized crews and equipment perform the relocation of servers.
- Follow-up: Adjustments and crates pick-up.

CAPABILITIES

Our RPMs average 18 years of commercial move experience. Business Interiors supplies all move crates, cartons and specialty packing materials as well as specialized equipment to handle product and contents such as PCs, servers, and high-density filing.





SERVICE & REFURBISHING

DISTINCTION

Our technicians are craftsmen, meticulous with an ingrained understanding of the unique qualities of wood, metal and textiles. They are factory-trained in the maintenance and repair of furniture systems, seating, carpet, and all components of your office environment. *"They are perfectionists, and because of this our facility looks like most of the product is new* — not 14-18 years old!" JCPENNEY

EXPERTISE

Business Interiors service and refurbishing represents a broad range of expertise and experience. We select a team or technician based on the size or skills your project requires.

- Custom Services: furniture re-manufacture, fabrication and cabinetwork; applications of glass, marble, tile, veneer, or laminate; window treatments and drapery hardware accessories; flooring installation of wood, tile and stone.
- Maintenance Programs: scheduled cleaning of panels, upholstered seating and carpet; application of fabric protectorates; "on-call" service for general mechanical repair and parts replacement.
- On-site Services: furniture fitting, repair scratches or nicks in both wood and metal surfaces; key cutting and lock replacement; painting.
- Refurbishing: upholstery/modification of panels, lamination/ modification of work surfaces, provision of system parts; complete refinishing of wood furniture.

CAPABILITIES

Our service shop, over 4,500 square feet, is fully equipped with tools and parts to address our customers' unique projects. Business Interiors' technicians carry hand-tools and a wood touch-up kit to on-site calls. Specialty tools are added as needed with scheduled projects. Business Interiors provides every possible resource to solve your repair needs in a timely and efficient manner.





ASSET MANAGEMENT / STORAGE

DISTINCTION

With the demand for storage, Business Interiors established asset management services in 1987. We have always been dedicated to meeting customer needs and in addition to storing their furniture, we are able to help companies evaluate their options for current or future planning. *"Because of their ability to receive and maintain our product at their warehouse, we have known what we have and what we need at any given time. This was invaluable in adding these workstations using existing and new product!"* JCPENNEY

EXPERTISE

We have the processes and automation to provide accurate inventory of your company's furniture assets.

- Computerized Inventory Management with Bar Code Tracking: Incoming product condition is noted in the database. The customer is notified of any damages or missing parts and has the option to repair, store, or dispose of the item. Each item is individually bar-coded. Inventory reports are exportable into Excel.
- On-site Physical Inventories

CAPABILITIES

Business Interiors has over 185,000 square feet of secured warehouse space with limited authorized personnel access. Each customer's inventory is contained and kept in separate bays. When possible, like product is stored together to expedite placing and pulling items.

There is 5,000 square feet of transit space available for short-term storage. This reduces the customer's labor cost on short requirements by eliminating the time necessary to inventory and rack product.





REBI / PRE-OWNED FURNITURE

DISTINCTION

Business Interiors' ReBI has handled pre-owned furniture projects from consultation to project management since 1986. Our expertise and professional management, along with our industry affiliations, enables us to maximize your overall savings with successful results; not to mention, re-use is an environmentally sound option.

EXPERTISE

Whether your company is updating, expanding or moving, we can help you achieve a high-end appearance that supports your image. Furnish entirely with previously-owned, or blend into new or existing furniture with our custom fit and refurbishing options.

CAPABILITIES

ReBI sells complete modular office systems, desks/casegoods, and chairs from manufacturers such as Steelcase, Kimball, Herman Miller, Knoll, and Krug. You receive the same level of service with the bottom-line benefit of purchasing pre-owned furniture.

- Used As Is: standard workstations in good, clean condition
- Partial Refurb: custom fit size, paint, and reupholster
- Total Refurb: custom fit with warranty

ReBI buys furniture and equipment offering a cost-effective solution to dispose of old furniture and make way for new inventory. Business Interiors liquidates hundreds of thousands of square feet of customer surplus annually.





RENTAL FURNITURE

DISTINCTION

Business Interiors has been meeting the market demand for rental services since 1984. Our practical and convenient programs offer low monthly payments, fast delivery and a wide range of quality furniture. Customers receive outstanding professional service and attention. Prompt response and flexibility are keys to our success.

EXPERTISE

Renting office furniture is a smart business decision whether your company is just starting or having growing pains. It is also the ideal solution for customers waiting on new furniture and for those in the process of relocating.

- Rent by the day, week or month.
- Buy-out with the option to purchase.
- Delivery and pick-up provided throughout the metroplex and surrounding areas.

CAPABILITIES

We provide rental furniture unmatched in quality, comfort and durability: office, conference, lounge areas as well as filing/storage, seating, tables. Our inventory includes both systems and casegoods in styles ranging from transitional to contemporary.



ARCHITECTURAL +TECHNOLOGY SOLUTIONS

DISTINCTION

Business Interiors aligns itself with innovative manufacturers dedicated to the research and development of technology-enabled architecture. While today's business processes demand efficient use of space, access and use of technology is also essential. We're committed to providing interior solutions that emphasize adaptable and sustainable products.

EXPERTISE

We incorporate movable walls, glass store fronts, access floors, modular power and cabling, and sound masking. Our A&T Solutions fulfillment team ensures quick installation and structure stability. The team averages 28 years of industry experience from preliminary planning to field execution. We have the proven processes, tools and resources essential for successful completion of every customized infrastructure.

CAPABILITIES

Business Interiors utilizes the most current tools for specification and visual detailing. We can produce or convert drawings into detailed specifications and accurate order processing. Our planning tools support the changeable nature of the product enabling ease of future expansion.





CROSS-INDUSTRY WORKPLACE OBJECTIVES

Attract and Engage Talent Balance Collaboration and Privacy Build Brand + Culture Support Wellbeing Maintain Resilient Real Estate

SPACE + TECHNOLOGY optimizes PEOPLE potential



COMMERCIAL



EDUCATION



HEALTHCARE



Business Interiors product diversity:

ARCHITECTURAL + TECHNOLOGY SOLUTIONS

walls store fronts	modular power
space divisions	control systems
access flooring	power data access
flooring	wire management
acoustics	digital s <mark>igna</mark> ge

FURNITURE + WORKPLACE SOLUTIONS

systems	ergonomic
case goods	sustainable
conferencing	branding
training	lighting
executive	art decorative
guest	work tools
lounge	signs
storage filing	window treatments
outdoor	desk a <mark>ccess</mark> ories

COMMERCIAL BUSINESSES

EDUCATION ENVIRONMENTS

Architecture/Design Engineering Legal Corporate Communications Consulting Financial Insurance Manufacturing Marketing Real Estate Research Transportation Cafeterias Classrooms lecture mode teamwork multi-purpose seminar Common Areas K-12 Libraries Offices Outdoor

HEALTHCARE FACILITIES

Hospitals Assisted Living Bariatric Clinics Behavioral Health Dental Laboratories Oncology Care Outpatient Surgery Physician Offices Rehabilitation Urgent Care



Business Interiors represents:

CONVENTIONAL

ABCO Adden AGI Allseating Arcadia Architectural Supplements Artopex Balt Berco **Bernhardt Design Body Bilt Bradington Young** Bretford **Bright Chair Brueton** Cabot Wrenn **Campbell Contract Cape Furniture** Cartwright CCN **Charles Alan Charles McMurray** Claridge Coalesse Community Councill Craftsman Cramer **Creative Wood** Cumberland Da-Lite Danko DAR-RAN Datum Dauphin David Edward Ltd. **Davis Furniture** DMI Draper Egan Ekitta **Epic Furniture Group** Equipto

ERG **Ergonomic Concepts Ergonomic Solutions** Fairfield Falcon Products Fireking **Fixtures Furniture Lab** Ghent **Global Industries** Gordon International Gunlocke Halcon Hale Harden Harter HAT Contract Helikon **Hickory Business** Furniture **Hickory Chair Hickory Leather** Company **High Mark Furniture** HON Howe Humancare ICF Idea @ Work Integra ISE Izzy Design Jasper Desk JOFCO Johnson Industries JSI Kaufman Keilhauer **Kewaunee Scientific Kimball Office** Kisabeth Kron Krueger Krug Kusch

LaCasse Lane La-Z-Boy Leathercraft Light Corp. Luxo Lyon Magna Design Magnuson Group Martin Brattrud Master Craft Maver Contract Fabrics Mayline Mitv-Lite Tables & Chairs Moduform MTS Seating National Office Furniture **Neutral Posture** Nevers Nevins Nienkamper Nova Nucraft OFD Office Master Office Specialty Patrician Peter Pepper Products Prismatique Quartet Safco Sandler Seating Schwab Shafer Seating Shelby Williams Sit-On-It Smith System Source Spec St. Timothy Steelcase

Stylex Thomasville Furniture Thonet Times 2 Trendway Tuohy Turnstone United Metal Fabricators Versteel Via TXM Virco Vitra Waddell Watson Furniture Whitehall Woodard Contract Workrite Zoom Seating

HEALTHCARE

Brandrud Cabot Wrenn Care Global Care Intensa Krueger Neocase Nurture Patrician Peter Pepper Spec Stance Studio Q Healthscapes Wieland

SYSTEMS

AIS HON National Steelcase



Additional furniture, accessories, fabrics, flooring and wall covering lines are available. Certified sustainable products are available and can contribute to LEED points including Greenguard.



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BUSINESS INTERIORS* www.businessinteriors.com

Business Interiors customer comments:

- " I have never once regretted the decision to go with Business Interiors! From all aspects—the experience has been exceptional." CORPORATE, Strategic Equipment and Supply
- "The most dependable and reliable partner." SMALL BUSINESS, Van & Truck Equipment
- " Their level of customer service and problem-solving was extraordinary." EDUCATION, Texas Woman's University
- "Your understanding of our goals and concepts was demonstrated time and again." REAL ESTATE, The O'Dea Moyers Group
- "We appreciated your organized process and your commitment to quality." FINANCE, LH Holdings

Your team was professional and responsiv

- "Your team was professional and responsive and made this seamless." NETWORKS, Tangram
- "We continue to recognize and celebrate your high levels of achievement and performance." FURNITURE MANUFACTURER, Steelcase
- " Everything came out just as planned. The guys did an excellent job, were very nice, and very efficient." ARCHITECT & DESIGN, Azimuth
- " Fast, professional and knowledgeable." NETWORKS, Target Commercial Interiors
- " To do work of this caliber, a lot of pre-planning was done." HEALTHCARE, Healthcare Payment Specialists
- "We look forward to more projects with Business Interiors in the near future." HEALTHCARE, Metrocare



References

School District Name: Tyler ISD Contact Name: Tim Lope Address: 1319 Earl

Phone Number: Fax Number: Email Address: Tim Loper 1319 Earle Campbell Tyler, Texas 75701 903.262.1055 903.262.1174 Tim.Loper@Tylerisd.org

School District Name:Forney ISDContact Name:Judy WebberAddress:600 S. Bois D'Ar

Phone Number: Email Address: Judy Webber 600 S. Bois D'Arc Street Forney, TX 75126 469-762-4100 jawebber@forneyisd.net

School District Name: Highland Park ISDContact Name: Address:Ashley Milam715 Westchester Dr

Phone Number: Fax Number: Email Address:

Business: Contact Name: Address:

Phone Number: Fax Number: Email Address: Ashley Milam 715 Westchester Drive, Dallas,Texas 75205 214-780-3674 972-215-5442 <u>milama@hpisd.org</u>

Region 12 Larry Robinson 2101 W Loop 340, Waco, TX 76712 254-297-1203 254-666-0823 Irobinson@esc12.net



Tyler ISD

- New Furniture for John Tyler and Robert E Lee High Schools. 5 phases total. Dec. 2019 thru Dec. 2020. Phase 1 completed.
- Private Offices
- Teacher commons workstations
- Library and Cafeteria Spaces
- In-between Spaces
- Labs
- Fine Arts areas
- Over \$3 mil Total
- Steelcase Answer workstations, Kimball offices, Palmer Hamilton cafeteria tables, Falcon booths, Misc other furniture manufacturers.







Forney ISD

- Additional Classrooms Summer 2020
- 33 Classrooms, Pre-K thru High School
- 1 High School Library
- 2 Smaller Elementary Libraries
- Several Offices and Workstations
- \$995,000 Total
- National Offices
- Smith Systems Classrooms









Highland Park ISD

- 2 Schools expansion Summer 2018
- 1 Elementary School, 1 Middle School
- 50 Classrooms total
- Approx. \$500K Total
- Steelcase Node chairs and Verb Tables









Region 12

- Redo of offices in Waco, Texas Nov-Dec. 2019
- Private Offices
- Administration workstations
- Training Spaces
- Over \$1mil Total
- Steelcase Answer workstations, Gunlocke offices











Thank you for considering Business Interiors.

