



July 8, 2020  
Sue Hayes  
Chief Financial Officer  
Region 10 Education Service Center  
RE: RFP # EQ-052920-01  
Furniture and Storage, related products and services

Dear Sue Hayes,

Enclosed please find National Public Seating's response to RFP EQ-052920-01. We appreciate the opportunity to bid. Please note the following exception to Appendix E, Article 8, Item 8.1 – as we are a manufacturer selling exclusively through dealers, payments would have to be made to the servicing dealer and not directly to us.

Thank you,

Uri Salzman  
Special Projects Coordinator  
Office: (973) 594-1100 x 154  
Cell: (845) 641-4749  
Email: [usalzman@nationalpublicseating.com](mailto:usalzman@nationalpublicseating.com)



## 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:**

☐ 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).)*

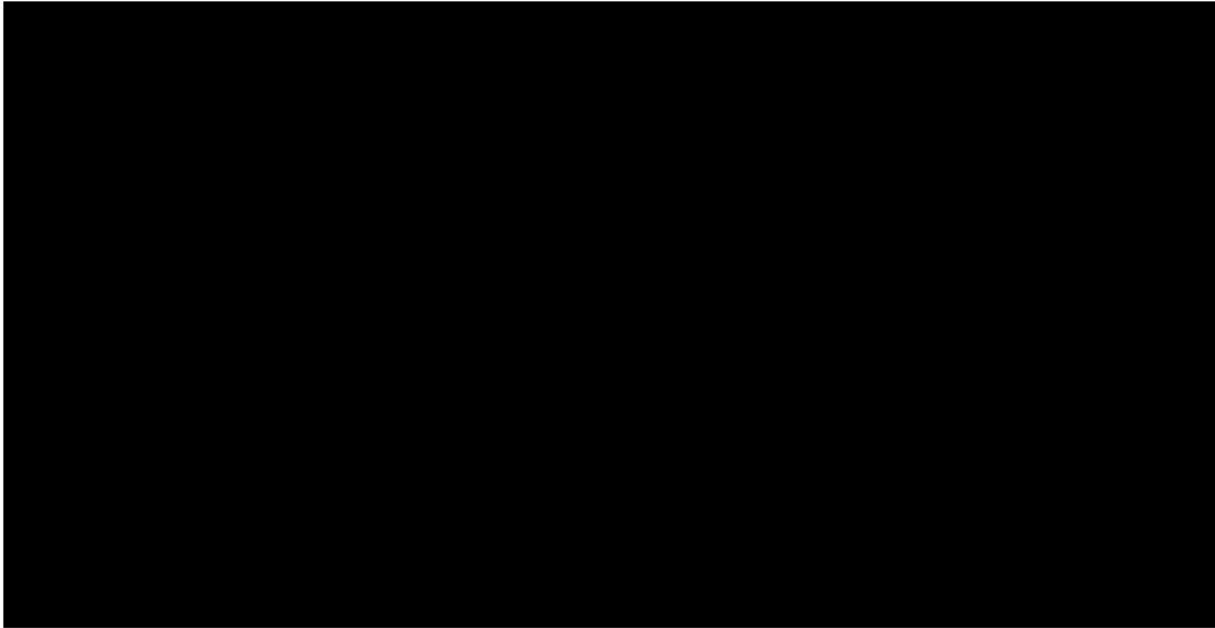
7/8/2020

Date

U.R. Special Projects Coordinator  
Authorized Signature & Title



[www.nationalpublicseating.com](http://www.nationalpublicseating.com)



## Appendix A: QUESTIONNAIRE

### COMPANY PROFILE

**1. What is your company's official registered name?**

NPS Public Furniture Corp DBA National Public Seating

**2. What is your company's Dun & Bradstreet (D&B) number?**

00-322-8546

**3. What is/are your corporate office location(s)?**

149 Entin Road  
Clifton, NJ 07014

**4. Please provide a brief history of your company, including the year it was established.**

Established in 1997, National Public Seating's mission has always been to provide high-quality furniture at fair value pricing on industry leading lead times. Our initial entry into the furniture market was in the category of folding furniture for the education sector. What allowed us to separate ourselves from the competition was our combination of institutional-grade specs and a previously unheard of 48-hour quick ship program.

As the markets evolved and demand for our products & services grew, we expanded our product line and service offering to match the market's needs. Today NPS is no longer simply a quick ship manufacturer, but rather a dedicated team of project solution specialists. While still maintaining our commitment to our core principles of quality, service and commitment to our dealer network, our line has grown to include full offerings of:

- |  |  |
|--|--|
| ➤ Folding Furniture (Tables, Chairs)                         | ➤ Presentation Furniture (Lecterns, Carts) |
| ➤ Science Lab Furniture (Tables, Stools, Storage)            | ➤ Storage Solutions (Cabinets, Carts)      |
| ➤ Performing Arts Furniture (Stages, Risers, Chairs, Stands) | ➤ STEM/STEAM Lab Furniture                 |
| ➤ Cafeteria Furniture (Mobile Tables, Booths, Café Tables)   | ➤ Workstations                             |

We also offer in-house design services as well as publishing our catalog in popular design software (2020, KITS Collaborator, ProjectMatrix).

Products are sold through our global dealer network, which covers a broad range of markets including K-12 and Higher Ed as well as Government, Office and Hospitality.

Our company maintains three product brands: National Public Seating, Oklahoma Sound and Commercialine.

**5. Who is your competition in the marketplace?**

Palmer Hamilton, BioFit, KI, Allied and similar manufacturers.

**6. What are your overall annual sales for last three (3) years?**

██████████  
██████████  
██████████

**7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?**

██████████  
██████████

8. **What is your strategy to increase market share in the public sector?**

Our plan would be to leverage this contract and our experienced dealer network to continue to increase market share in the public sector. This would include marketing the contract on our website as well as during dealer training sessions and making dealers and schools who are in need of a contract vehicle aware of Equalis Group and this contract.

9. **What differentiates your company from competitors specifically in the public sector?**

- *Quick Ship* – NPS was founded with the goal of providing high-quality products on a 48-hour lead time, which was simply unheard of at the time. As time went on and our product line grew, we never lost sight of this founding principle. Today, most orders for stock items ship from our distribution centers in 24 hours and orders received before 12pm often ship same day.
- *Project Solution Specialists* – Though we've maintained our commitment to our Quick Ship program, we've evolved to meet the needs of today's market. We've expanded our product line to comprehensively cover more categories and environments, and our service offering includes space planning & design. Additionally, our product catalog can be found in popular design systems including 2020, KITS Collaborator, ProjectMatrix and Configura's CET.
- *Quality Products* – Our products are built with institutional-grade specs which have allowed them to be sought after on bids nationwide. National Public Seating stands behind this commitment to quality by backing our products with a comprehensive 10-year standard warranty.
- *NPS Signature Service* – We pride ourselves in our Signature Service initiative. This initiative encourages staff to continue providing the exceptional service which we've become known for in the industry. Some highlights of Signature Service include:
  - 1-hour response time for emails and voice messages
  - All customers treated as a VIP
  - Replacement parts stocked and ready to ship same day
  - In-house technician available to field-service products if needed
  - Replacement parts under \$25 ship for free
  - Online service portal
  - 24/7 order tracking online
- *Dealer Network* – Our nationwide dealer network gives us hundreds of reps on the ground promoting the NPS product line to their customers, many of which are in the public sector.
- *Complete Lines* – In addition to expanding into new product categories, one of the things which allows us to separate ourselves from our peers is our focus on offering complete, rounded out product categories. Whether it be 130 science tables, 450 cafeteria tables or any other category in our line, NPS has an option for every customer.

10. **Please provide your company's environmental policy and/or sustainability initiative.**

At NPS, the quality of our products and the protection of the environment go hand in hand. As a consumer of raw material, we are committed to the use of pre and post-consumer waste (recycled material), while preserving the high quality standards of our products. Examples of this include:

*MAS Certified Green* - The entire NPS Product Line is MAS Certified Green™, a nationally recognized registered trademark delineating low VOC emitting products in the marketplace so that purchasers and specifiers of those

products know that they can earn credits in sustainability programs like LEED, BIFMA's Level, and California CHP program.

*Steel* - All of the steel for our products contain 30-40% of post-consumer waste (recycled).

*Corrugated containers* - Are made of recycled fiber. 100% total recycled content and 90% post-consumer content minimum.

*Plastic* - Our plastic products contain up to 35% of pre-consumer waste.

*Wood* - 100% of wood used for our products comes from non-boreal forests.

*Powder Coating vs. Liquid Finishes* - Our products are powder coated and are highly protective to our environment. While liquid finishes contain solvents, which have pollutants known as volatile organic compounds (VOCs), powder coating contains no solvents and releases negligible amounts, if any, of VOCs into the atmosphere. In addition, most powder coating overspray that does not adhere to the part is retrieved and reused, virtually eliminating the waste commonly found in liquid finishing processes.

*Energy* - In November 2008, National Public Seating, completed a retrofit of our lighting (over 800 fixtures) to eco-friendly units, saving 135,586 kWh annually. This reduction in energy consumption has an environmental impact equivalent to removing 20 cars from the road, 84 tons of greenhouse gas (CO<sub>2</sub>) and saving 198 barrels of oil annually.

*Air Emissions* - Our Folding Chairs are manufactured within ANSI BIFMA X7.1 2007 VOC Air Emission guidelines; Criteria #1 – TVOC, Formaldehyde, All Aldehydes & 4-Phenylcyclohexene.

*Solar Energy* - As the industry leader in institutional-grade furniture, NPS continues to set the standard for environmental stewardship. In addition to minimizing our eco footprint in the areas of raw material sourcing, energy consumption & air emissions, NPS is proud to have installed a major solar panel on the roof of our 200,000 square foot corporate headquarters in Summer 2011. Via the installation of a 240kw solar PV system, we have offset most of the local utility's need to burn oil and gas for electrical production in the public grid and therefore reduced greenhouse gas emissions into the atmosphere. Since we generate 80% of the electricity that we use with this system, we have cut our carbon footprint significantly.

**11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?**

- ☐ Yes  
☒ No

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

- ☐ Yes  
☐ No

*(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?**

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

12. **Diversity Vendor Certification Participation** - 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, disabled 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.

a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

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

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

c. **Disabled Veterans Business Enterprise**

**(DVBE)** Respondent certifies that this firm is an DVBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

## PRODUCTS/PRICING OFFERED:

### 13. Please summarize the products and services you are offering.

#### Products

- |  |  |
|--|--|
| ➤ Folding Furniture (Tables, Chairs)                         | ➤ Presentation Furniture (Lecterns, Carts) |
| ➤ Science Lab Furniture (Tables, Stools, Storage)            | ➤ Storage Solutions (Cabinets, Carts)      |
| ➤ Performing Arts Furniture (Stages, Risers, Chairs, Stands) | ➤ STEM/STEAM Lab Furniture                 |
| ➤ Cafeteria Furniture (Mobile Tables, Booths, Café Tables)   | ➤ Workstations                             |

#### Services

Space Planning

Assistance with Furniture Selection

Computerized Installation Drawings

Installation

### 14. What makes your offering unique from other similar competitors?

National Public Seating works hard to maintain our stellar reputation in the marketplace for:

- *Knowledgeable staff* – Our sales and customer service teams undergo multiple training sessions throughout the year to ensure everyone is intimately familiar with the features and specs of our product line.
- *Signature Service* – Our Signature Service initiative covers a few objectives:
  - Treating each customer as a VIP with dignity and respect
  - Always going above and beyond to take care of our customers
  - Target a maximum 1-hour response time for emails and voicemails
  - Having replacement parts stocked and ready to ship
  - In-house team that will travel to field-service products when necessary
- *Warranty* – As part of our commitment to quality, all National Public Seating products are backed by a comprehensive warranty (10 years for general line, 15 years for cafeteria tables, 1 year for Commercialine branded items).
- *Quick Ship* – National Public Seating was founded with the objective of offering products on 48-hour lead time. We've maintained our commitment to this founding principle over the years and now ship most products on a 24-hour lead time, with many products shipping same day.
- *Design Services* – As part of our project solutions package, we offer space planning and design services. In addition, we support the growing design software user base by publishing our catalog in 2020, KITS Collaborator and ProjectMatrix.
- *Dealer Network* – Our nationwide dealer network gives us hundreds of reps on the ground promoting the NPS product line to their customers, many of which are in the public sector.
- *Complete Lines* – In addition to expanding into new product categories, one of the things which allows us to separate ourselves from our peers is our focus on offering complete, rounded out product categories. Whether it be 130 science tables, 450 cafeteria tables or any other category in our line, NPS has an option for every customer.

### 15. 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?

- ☒ 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 with approved credit, however members would be purchasing through our dealer network and would be subject to dealer payment terms.

## 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)

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

☒ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> American Samoa                    | <input type="checkbox"/> Midway Islands             | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of<br>Micronesia | <input type="checkbox"/> Northern Marina<br>Islands |  |
| <input type="checkbox"/> Guam                              | <input type="checkbox"/> Puerto Rico                |  |

19. **List the number and location of offices, or service centers for all states being proposed in solicitation.**

The address of our corporate office is 149 Entin Road, Clifton, NJ 07014. This location houses our Sales & Customer Service teams, Accounting, R&D, Quality Control, Warehousing and Domestic Manufacturing. In addition to our Clifton warehouse, NPS stocks items in three strategically located 3rd party warehouses across the country:

Budd Lake, NJ  
Memphis, TN  
Santa Fe Springs, CA

20. **Distribution Channel: Which best describes your company's position in the distribution channel:**

- |   |   |
|---|---|
| <input type="checkbox"/> Manufacturer direct    | <input type="checkbox"/> Certified education/government reseller                              |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller                              |
| <input type="checkbox"/> Value-added reseller   | <input checked="" type="checkbox"/> Other<br>Manufacturer selling through authorized dealers. |

- 21. Provide relevant information regarding your ordering process including your ability for purchasing group members to verify they are receiving contract pricing.**  
All dealers authorized by NPS to utilize the contract will undergo mandatory training sessions to ensure their sales and service teams are familiar with the terms of the contract. Dealers will be instructed to include the contract number on all quotes and are required to include a copy of the group member's PO when submitting orders under the contract so that NPS can audit compliance.
- 22. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).**  
Our customer service team is housed at the NPS headquarters in Clifton, NJ.  
The team is headed by Jack Frankel (973-594-1100 x 143) and consists of regional managers covering our dealer regions.  
Hours of operation are 9am-5pm eastern.  
Our online service portal is always available for warranty, freight damage and product shortage issues. Additionally, order tracking is always available through our website.
- 23. Provide your safety record, safety rating, EMR and worker's compensation rate where available**  
The following is our approximate OSHA Recordable Incident Rate for the past three years:  
2017: 2.0  
2018: 1.0  
2019: 1.0
- 24. Describe the capacity of your company to report monthly sales through this agreement.**  
We will be able to generate monthly reports detailing purchasing agency, items and quantities purchased, order date, servicing dealer and price paid.
- 25. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**  
N/A

**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: Elliot Levy

Title: President

Company: National Public Seating

Address: 149 Entin Road

City: Clifton State: NJ Zip: 07014

Phone: (973) 594-1100 x 106 Fax: 201-322-2116

Email: elliott@nationalpublicseating.com

**Experience: 16+ years at NPS**

Qualifications: Elliot Levy, President of National Public Seating, is passionate about providing furniture solutions for today's young budding students. He has been with NPS for more than 16 years and has helped the company introduce innovative products & services to meet the ever-changing demand of today's educational environment. He works with a team of 100+ employees, all of whom are dedicated to NPS's company culture of providing signature service, backed by quality and integrity. Elliot holds an MBA from Johns Hopkins University. He enjoys spending free time with his family, studying ancient history and loves to play Ice Hockey.

**Account Manager / Sales Lead**

Contact Person: Avi Walles

Title: Director of Sales

Company: National Public Seating

Address: 149 Entin Road

City: Clifton State: NJ Zip: 07014

Phone: (973) 594-1100 x 112 Fax: 201-322-2116

Email: awalles@nationalpublicseating.com

**Experience: 4 years at NPS**

Qualifications: Avi Joined NPS's sales team in 2015 and assumed his current position as Director in 2017. Under his leadership NPS has continued to grow by strengthening its dealer relationships and reaching into new markets, all while staying focused on providing the best customer experience possible. Avi holds an MS in Accounting from Fairleigh Dickinson University and resides in Northern New Jersey with his wife and 3 children

**Contract Management (if different than the Sales Lead)**

Contact Person: Uri Salzman

Title: Special Projects Coordinator

Company: National Public Seating

Address: 149 Entin Road

City: Clifton State: NJ Zip: 07014

Phone: (973) 594-1100 x 154 Fax: 201-322-2116

Email: usalzman@nationalpublicseating.com

Billing & Reporting/Accounts Payable

Contact Person: Uri Salzman

Title: Special Projects Coordinator

Company: National Public Seating

Address: 149 Entin Road

City: Clifton State: NJ Zip: 07014

Phone: (973) 594-1100 x 154 Fax: 201-322-2116

Email: usalzman@nationalpublicseating.com

Experience: 5 years at NPS

Qualifications: Uri has been managing our government accounts for the last three years, successfully growing sales in that segment of our business each year. Due to the expertise gained through managing these contract-related accounts, Uri has been assigned the role of Contracts Manager for NPS since mid-2018. Outside of National Public Seating, Uri proudly served on the board of directors for the Albert and Yetta Lupin Memorial Foundation, a private grant-making foundation based in New Orleans, from 2016-2018.

Marketing

Contact Person: Mayer Katz

Title: Creative Director

Company: National Public Seating

Address: 149 Entin Road

City: Clifton State: NJ Zip: 07014

Phone: (973) 594-1100 x 234 Fax: 201-322-2116

Email: mkatz@nationalpublicseating.com

Experience: 2 years at NPS

Qualifications: Mayer has been our Creative Director for the past 1.5 years. Mayer has a unique creative outlook gleaned from 15 years in the education field. He has been assigned the task of creating catalogs, sell sheets, product videos and other marketing materials as well as adding a creative touch to our new product lines.

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:**

[Redacted]		
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

- 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
BuyBoard	584-19	3/31/2021
Educational Data Services (Ed-Data), NJ	8576	11/30/2020
Educational Data Services (Ed-Data), NY	9767	3/31/2021
Educational Services Commission of New Jersey (ESCNJ)	20/21-01	7/1/2022
Keystone Purchasing Network (KPN)	201808-01C	2/28/2021
Kings County District Authority (KCDA)	20-130	10/31/2020
PEPPM	529977-015	12/31/2021
PEPPM	529977-016	12/31/2021
State of Alabama	T390	2/28/2022
State of Arkansas	SP-13-0230R	12/31/2020
State of Connecticut	16PSX0190	9/30/2022
State of Connecticut	15PSX0041	6/30/2023
State of Mississippi	8200051819	6/30/2021
State of New York	PC68395	12/1/2023
State of North Carolina	420A	6/30/2022
State of South Carolina	4400023610	12/5/2024
State of Wisconsin	505ENT-M20-OFFURNITUR-15	2/28/2022

- 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).**

Cooperative/GPO Name	Contact	Phone
BuyBoard	Connie Burkett	800-695-2919 x 7152
Ed-Data	Tara Jamrozic	973-340-8800
ESCNJ	Patrick Moran	732-777-9848 x 3120
KPN	Jeff Kimball	2/28/2021
KCDA	20-130	570-523-1155 x 2130
PEPPM	Michelle Kipple	(570) 523-1155 x 2126

- 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.**

Included in Appendix F.

- 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.**

Reputable 3<sup>rd</sup> party installers would be arranged by the servicing dealer.

- 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. Felony Conviction Notice – Please check applicable box:**

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

☒ 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 3<sup>rd</sup> 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.**

- Have all employees add a co-branded line to their email signatures announcing the award.
- Create and distribute a co-branded email blast to the approximately 2,000+ contacts in our database announcing the award, including architects and designers involved in specifying projects.
- Create a dedicated landing page on our website including:
  - Pricing info
  - Marketing materials
  - Link to Equalis Group's website
  - Contact information for contract inquiries
  - Authorized dealer list
- Add an announcement of the award to the homepage of our website with a direct link to the dedicated landing page.
- Create a co-branded brochure for our sales team and dealer network with details about the contract including pricing, benefits and ease of use. Brochure is to be incorporated into future dealer training sessions.
- Review training material with outside sales reps prior to authorized dealer training sessions to ensure time is devoted to training on the contract.
- Hold online or in-person training sessions with each authorized dealer including training on the contract.
- Leave behind a copy of the co-branded brochure for each attendee at training sessions.
- Review of the purchasing process as it relates to authorized dealers.
- Ongoing marketing efforts throughout the term of the contract will include:
  - Contract training incorporated into internal training sessions and dealer training sessions throughout the term of the contract
  - Special sessions to keep our sales team and dealer network up to date on any updates to the contract (i.e. price list updates)
  - Add slides about the contract to PowerPoint presentations used during dealer trainings
  - Distribute co-branded brochure at our EDspaces booth
  - Encourage our dealers to publish case studies of successful projects sold through the contract.

**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.**

Acknowledged.

**36. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.**

\$ 250,000 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. All services offered under this contract must be priced **or** listed as free and unlisted services will not be accepted. 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.**

- Minimum order for free freight: \$500
- Orders for less than \$500 will be accepted with freight prepaid and added to the invoice.
- Free freight limited to the 48 contiguous United States and Washington DC. Orders shipping elsewhere will have freight prepaid and added to the invoice.
- Liftgate Fee: \$75
- Restocking fee: 25% for general line items; 35% for cafeteria tables and stages.

## 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

- **Quick Ship** – National Public Seating has one of the nation’s largest quick ship offerings. Most items ship from stock on a 1-2-day lead time. We also offer a 2-week quick ship program for best-selling made-to order items.
- **Dealer Network** – Our nationwide dealer network gives us hundreds of reps on the ground promoting the NPS product line to their customers, many of which are in the public sector. Dealers are highly trained in our product and service offerings.
- **Design Software** – We are keenly aware of the importance of design software in today’s market. Especially when considering the growing influence of architects and designers in the project specification process. By the end of 2020, we aim to have our entire catalog live in 2020, ProjectMatrix and KITS Collaborator.
- **Trade Show Marketing** – National Public Seating attends various trade shows throughout the year, including EDspaces. We would promote the contract to our booth visitors at the show, as well as at other relevant trade shows.
- **Comprehensive Warranty** – National Public Seating demonstrates its commitment to quality by backing our products with a comprehensive product warranty (attached).
- **Field Service** – We have an in-house technician available to field-service cafeteria tables should the need arise. This is a complimentary service offered to our customers if the need arises.
- **Complementary Replacement Parts** – We maintain large stock of replacement parts for most products. Parts under \$25 ship for free.
- **Complete Project Solutions** – Our vast product line and service offering allow us to be a one stop shop for large projects.
- **Complete Product Lines** - In addition to expanding into new product categories, one of the things which allows us to separate ourselves from our peers is our focus on offering complete, rounded out product categories. Whether it be 130 science tables, 450 cafeteria tables or any other category in our line, NPS has an option for every customer.
- **Anticipated New Product Launches** – Planned future product launches which would be added to the contract include:
  - Mobile Science Cabinetry
  - Curved Training Tables
  - Portable Room Dividers
  - Max Seating Wood Folding Tables

## Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_  
NPS Public Furniture Corp DBA National Public Seating ("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.
- ☐ **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

**Scope:** 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.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** 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. **Respondent contract documents:** 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. **Form of contract:** 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. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** 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. **Contract Alterations:** 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. **Order of precedence:** 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 **Supplemental Agreements:** 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. **Cancellation for non-performance or contractor deficiency:** 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 **Termination for cause:** 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 **Survival Clause:** 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 **Shipping Instructions:** 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 **Additional charges:** 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 **Payments:** The participating entity using the contract will make payments ~~directly to the awarded vendor.~~ *to the servicing dealer.*

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 **Reporting:** 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 [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** 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:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

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



	Admin Fee % *required
	Admin Fee \$ *required

## ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** 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 **Price increase:** 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 **Additional Charges:** 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 **Prevailing Wage:** 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 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted 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 **Audit rights:** 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 ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 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 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. 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.

11.5 **Product line:** 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 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

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 **Cleanup:** 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 **Site Preparation:** 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 **Registered sex offender restrictions:** 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 **Safety measures:** 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 **Smoking/Tobacco:** 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 **Stored materials:** 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 **Maintenance Facilities and Support:** 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 **Funding Out Clause:** 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 **Disclosures:** 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 **Indemnity:** 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 **Marketing:** 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 Insurance:** 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 Subcontracts/Sub Contractors:** 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 Legal Obligations:** 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

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.

Prices are guaranteed: **120 days**

Company name NPS Public Furniture Corp DBA National Public Seating  
Address 149 Entin Road  
City/State/Zip Clifton, NJ 07014  
Telephone No. (973) 594-1100  
Fax No. (201) 322-2116  
Email address usalzman@nationalpublicseating.com  
Printed name Uri Salzman  
Position with company Special Projects Coordinator  
Authorized signature 

Term of contract \_\_\_\_\_ to \_\_\_\_\_

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.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Equalis Group Contract Number \_\_\_\_\_

#### **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.



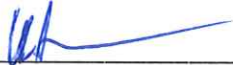
**DOC #1 CLEAN AIR AND WATER ACT**

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: NPS Public Furniture Corp DBA National Public Seating

Title of Authorized Representative: Uri Salzman, Special Projects Coordinator

Mailing Address: 149 Entin Road, Clifton, NJ 07014

Signature: 

## DOC #2 DEBARMENT NOTICE

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: NPS Public Furniture Corp DBA National Public Seating

Title of Authorized Representative: Uri Salzman, Special Projects Coordinator

Mailing Address: 149 Entin Road, Clifton, NJ 07014

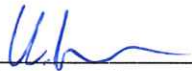
Signature: 

### 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

7/8/2020  
\_\_\_\_\_  
Date

## 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.

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### 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

7/8/2020  
\_\_\_\_\_  
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** NPS Public Furniture Corp DBA National Public Seating

**RESPONDANT**

**ADDRESS** 149 Entin Road

  
\_\_\_\_\_  
Signature

Clifton, NJ 07014

Uri Salzman  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_

Special Projects Coordinator  
\_\_\_\_\_  
Position with Company

**PHONE** (973) 594-1100

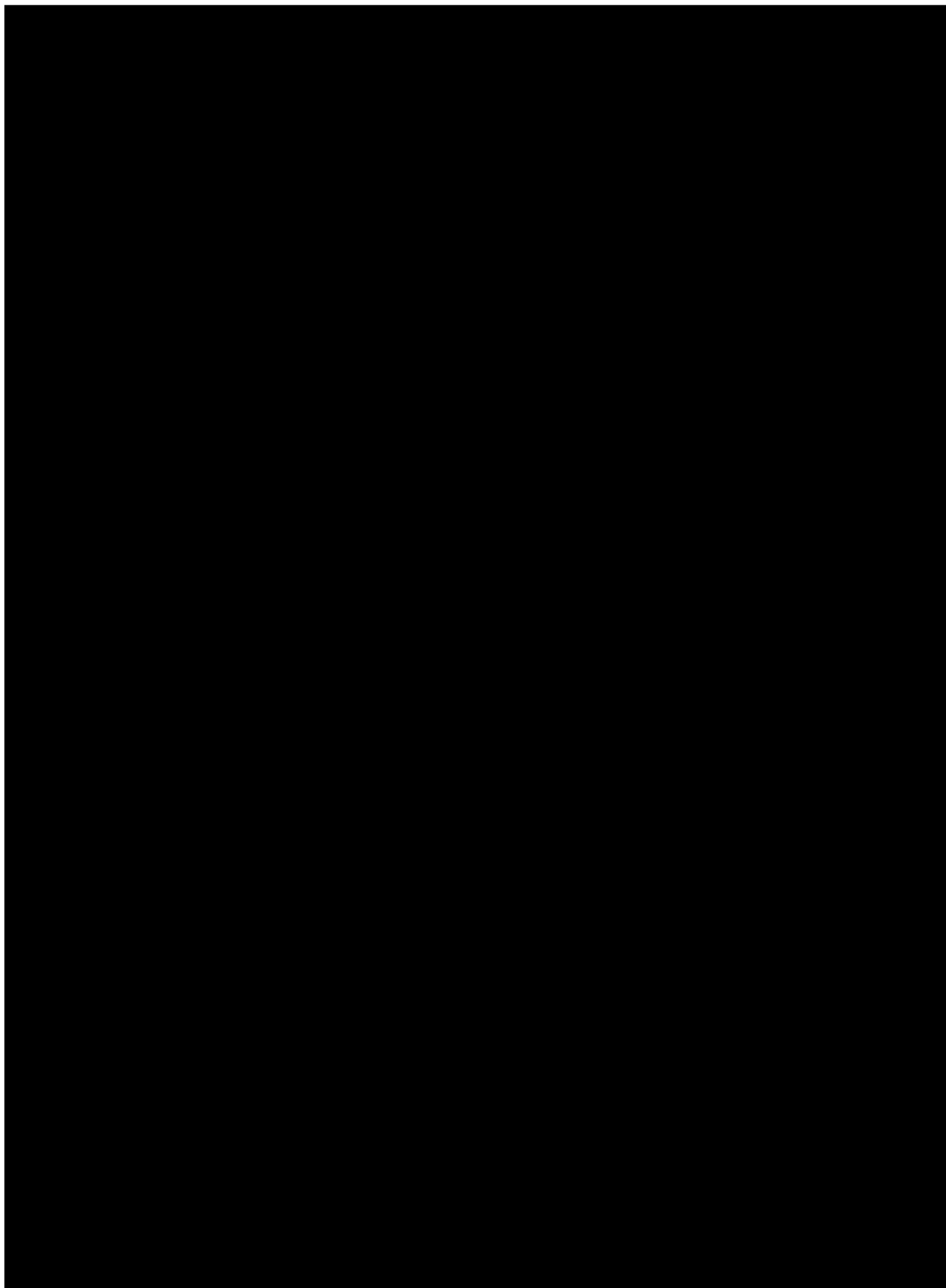
**AUTHORIZING OFFICIAL**

**FAX** (201) 322-2116

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company



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.

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.

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:

Texas or Non-Texas Resident

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

NPS Public Furniture Corp		149 Entin Road, Clifton, NJ 07014		Com
pany Name		Address		
				City
State		Zip		

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.

Does vendor agree? US  
(Initials of Authorized Representative)

### 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.

Does vendor agree? US  
(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:



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? US  
(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 [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

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

Does vendor agree? US  
(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? US  
(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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? US  
(Initials of Authorized Representative)

**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? US  
(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 (3CFR 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? US  
(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).

Does vendor agree? US  
(Initials of Authorized Representative)

**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



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? US  
(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? US  
(Initials 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? US  
(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? US  
(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.

NPS Public Furniture Corp DBA National Public Seating

Company Name

U. Salzman  
Signature of Authorized Company Official

Uri Salzman

Printed Name

Special Projects Coordinator

Title

7/8/2020

Date

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

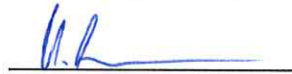
**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor 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 present, or reasonably expected to be present. Contractor 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 Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**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.



Signature of Respondent

7/8/2020

Date



DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:  
Street:  
City, State, Zip Code:

State of New Jersey

County of Passaic

I, Uri Salzman of the Thiells  
Name City

in the County of Rockland, State of New York of full  
age, being duly sworn according to law on my oath depose and say that:

I am the Special Projects Coordinator of the firm of NPS Public Furniture Corp  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*


*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

NPS Public Furniture Corp  
Company Name

 Special Projects Coordinator  
Authorized Signature & Title

Subscribed and sworn before me

this 08 day of July, 2020

  
Notary Public of New Jersey  
My commission expires 07/01, 2024

SEAL





Company Name: NPS Public Furniture Corp  
Street: 149 Entin Road  
City, State, Zip Code: Clifton, NJ 07014

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

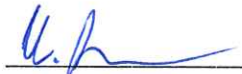
- |    |   |         |
|----|---|---------|
| 1. | A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____   |
|    | OR  |         |
| 2. | A photo copy of their <u>Certificate of Employee Information Report</u>         | _____ ✓ |
|    | OR  |         |
| 3. | A complete <u>Affirmative Action Employee Information Report (AA302)</u>        | _____   |

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 \_\_\_\_\_  
Special Projects Coordinator  
**Authorized Signature and Title**

7/8/2020  
**Date**

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,



national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

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Signature of Procurement Agent



**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**


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

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

**Part I – Vendor Information**

Vendor Name:	NPS Public Furniture Corp		
Address:	149 Entin Road		
City:	Clifton	State:	NJ
		Zip:	07014

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

  
Signature

Uri Salzman  
Printed Name

Special Projects Coordinator  
Title

**Part II – Contribution Disclosure**

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

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

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>NPS Public Furniture Corp</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>National Public Seating</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>149 Entin Road</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Clifton, NJ 07014</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>										
			-				-			
<b>or</b>										
<b>Employer identification number</b>										
4	5		-	1	2	1	5	9	3	5

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►



Date ►

5/5/2020

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

**NPS PUBLIC FURNITURE CORP**

TRADE NAME:

ADDRESS:

**149 ENTIN ROAD  
CLIFTON NJ 07014**

SEQUENCE NUMBER:

**1635914**

EFFECTIVE DATE:

**04/28/11**

ISSUANCE DATE:

**04/28/11**

*James J. Zuscovitch*

Director  
New Jersey Division of Revenue

FORM-BRC

(04-08), D205846V

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
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FORM-BRC

(04-08), D205846V

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## **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 submit this page only.**

- ☐ 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



Certification 35833

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2018** to **15-AUG-2021**

**NPS PUBLIC FURNITURE CORP.  
149 ENTIN ROAD  
CLIFTON**

**NJ 07014**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer