

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Bush Industries, Inc.
Contract Number:	R10-1176C
Effective Date:	July 1, 2025
Initial Term Expiration Date:	June 30, 2028
Renewable Through:	June 30, 2030

RFP Process Information

RFP Number:	RFP R10-1176
RFP Title:	Furniture and Storage Related Products and Services
Dates Advertised:	March 7 & 15, 2025
# of Vendors that Requested RFP:	189
Questions Due:	March 27, 2024
Amendments Issued:	March 22 & April 7, 2025
Public Bid Opening Date and Time:	April 17, 2025, 2:00 pm CT
# of Responses Submitted:	53
Number of Awarded Vendors:	19
Date of Board Approval:	June 18, 2025

Evaluation Criteria

Products/Pricing (35 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
Commitment to Members (15 Points)

Summary

Region 10 Education Service Center solicited RFP R10-1176 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as “piggybackable”) contracts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or “EDGAR” requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10’s public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184

Your Local Equalis Representative: [Find them here](#)

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2025, by and between _____
Bush Industries, Inc. ("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 Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

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.

1. 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 Public 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.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **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 two (2) 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.
- 2.2 **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.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **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.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor 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 vendor 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:

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

4.7 **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.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation 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, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** 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 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. 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.

5.3 **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

- 5.4 **Cancellation for convenience:** 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.

6. 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:** Vendor 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 Vendor 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 Fulfiler shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. 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:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual 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 Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. 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 Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by 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. 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; and 3) original price is not exceeded after the time-limit. 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 the Equalis Group Administration Agreement. All pricing submitted to Region 10 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.

10. 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.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services 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, 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**: 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.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. 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, Vendor 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.

13. ARTICLE 13 – MISCELLANEOUS

- 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.
- 13.2.1 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 Members in Equalis Group.
- 13.2.2 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 Members, 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 Member.

- 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.
- 13.6.1 Certificates of insurance shall be delivered to the Member 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.
- 13.6.2 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 participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 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.
- 13.7.2 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 Vendor'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 regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 23: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	eSolutions Furniture
Address	One Mason Drive
City/State/Zip	Jamestown New York 14701
Telephone No.	716-665-2000
Email address	ecampbell@esolutionsfurniture.com
Printed name	Erica Campbell
Position with company	Vice President of Sales
Acknowledgement of Amendments 1 & 2 (Initial)	EC
Authorized signature	Erica A Campbell

Term of contract July 1, 2025 to June 30, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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

06/19/2025

Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10-1176C

REQUEST FOR PROPOSAL FOR FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



AMENDMENT 2

Original publication date	03/07/2025
Publication date of Amendment	03/21/2025
Product or service	Furniture and Storage Related Products and Services
RFP #	R10-1176
Proposal due date	04/17/2025
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is issuing this amendment to RFP R10-1176 for Furniture and Storage Related Products and Services in order to:

1. To change the evaluation criteria listed in Section 1, 10.2 Evaluation Process to remove "HUB Status and/or Outreach" from the evaluation criteria.
2. To increase the points assigned to Products/Pricing and Commitment to Members by 5 points each in the same section.
3. To remove "HUB Status and/or Outreach" questions from the Questionnaire.
4. To remove the request for HUB certifications from Proposal Form 3.
5. To add additional language to Proposal Form 12: Federal Forms and Proposal Form 13: FEMA Requirements.
6. To clarify that Proposal Form 17 is a current requirement of the state of New Jersey and is included for vendors who wish to comply with New Jersey law. Vendors will not be removed from consideration if they choose not to submit this form, but New Jersey members may not be able to use vendors who do not complete it. However, this form is not a Region 10 form, nor a Region 10 requirement, and is optional.

The amended pages and an updated signature page follow. This amendment does not alter any other details of the RFP, including all due dates and times. The schedule for this RFP will remain as shown below:

Event	Date:
Deadline for questions	03/27/2025 @ 4 pm CDT
Issue Addendum/a (if required)	03/28/2025
Proposal Due Date	04/17/2025 @ 2pm CDT
Approval from Region 10 ESC	06/18/2025
Contract Effective Date	07/01/2025

Vendors who do not submit a signed contract signature page will be eliminated from consideration.

The following shall replace Section 1, subsection 10.2 Evaluation Process in its entirety. (pgs 14-15 of Section 1).

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

Products/Pricing (35 Points)

- Coverage of products and services
- Ability of offered products and services to meet the needs requested in the scope
- Competitive pricing for all available products and services, including warranties if applicable
- Ability of Customers to verify that they received contract pricing
- Payment methods
- Other factors relevant to this section as submitted by the Respondent

Performance Capability (25 Points)

- Product and service features and capabilities
- Customer implementation and project management
- Maintenance services and staff qualifications
- Integration with other platforms
- Quality control and compliance
- Customer service/problem resolution
- Financial condition of vendor
- History of meeting products and services deadlines
- Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (25 Points)

- Respondent reputation in the marketplace
- Past relationship with Region 10 ESC and/or Region 10 ESC members
- Experience and qualification of key employees
- Past experience working with the public sector
- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Minimum of 5 public sector customer references relating to the products and services within this RFP
- Company profile and capabilities
- Exhibited understanding of cooperative purchasing
- Certifications in the Industry
- Other factors relevant to this section as submitted by the Respondent

Commitment to Service Equalis Group Members (15 Points)

- Marketing plan, capability, and commitment
- Ability to manage a cooperative contract
- Commitment to supporting agencies to utilize the contract
- Other factors relevant to this section as submitted by the Respondent

The following should replace the questionnaire in Section 2 in its entirety.

1. PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Bush Industries, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	1 Mason Dr Jamestown NY 14701
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Chris Waclawski Director of Sales and Market Activation CWaclawski@eSolutionsFurniture.com 716 969 2881
Products/Pricing (35 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	No, the pricing submitted does not include the required 2% administrative fee. The administrative fee will be calculated separately and remitted as required under the Equalis Group contract.
	<i>Please provide your proposed administrative fee percentage or structure.</i>	Bush Business Furniture (BBF) proposes an administrative fee of 2%, calculated as a percentage of the total sales made under the Equalis Group contract. This fee structure

	<i>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</i>	aligns with standard cooperative purchasing agreements and will be remitted as required to support the administration and facilitation of the contract.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes, Bulk purchases can qualify for extra discounting and is tiered based on net list price. Standard Discount: 60.21% Tier 1 Discount (\$25,001 - \$125,786 List) 62.25% Tier 2 Discount (\$125,787 & above) 65.48% list
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	Yes, all products, services, and pricing being made available under this contract were included in Attachment B and/or Appendix B
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Payment made at checkout by CC or EFT. Payment by Check. Payment terms for qualified businesses.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	Bush Business Furniture (BBF) – a brand of eSolutions Furniture - provides commercial-grade office furniture solutions designed to meet the needs of public agencies through the Equalis Group cooperative contract. Our products offer durability, functionality, and ease of procurement, ensuring agencies can efficiently furnish their spaces with high-quality solutions. 1. Product Offerings Aligned with RFP Scope • Workstations & Desks – Height-adjustable desks, executive desks, benching systems, and open-plan configurations for productive work environments. • Seating Solutions – Task chairs, executive seating, and guest chairs designed for comfort and long-term use. • Storage & Filing – Lateral files, bookcases, credenzas, and mobile storage solutions to keep spaces organized. • Conference & Collaborative Spaces – Conference tables and modular training tables to support group meetings and learning environments. • Reception & Lounge Areas – Reception desks and waiting area seating for professional and welcoming spaces.

		• Installation Services – Full service installation service will be available for larger projects, which will include delivery, installation, set-up, debris removal, and punch-list revisits. 2. Key Advantages for Public Agencies • ANSI/BIFMA Certified – Ensuring quality, safety, and performance standards. • Manufactured in the USA – Majority of products are made domestically, allowing for greater quality control and supply chain efficiency. • Tight Supply Chain Operation – Unlike manufacturers that rely on overseas sourcing, BBF controls production and logistics, ensuring faster fulfillment and product consistency. • Lower 48 State Delivery – Reliable distribution network supporting quick and consistent shipments. • Easy-to-Order Portal – Seamless online checkout experience for streamlined purchasing and contract compliance. • Installation – White Glove Delivery and Installation now available throughout the lower 48 at an at quoted pricing to manage the entire project from beginning to end BBF’s proven reliability, USA-based manufacturing, and efficient procurement process make us an ideal partner for public agencies seeking high-quality, competitively priced furniture solutions through Equalis Group.
	<i>Outline how your products and services compare to those of your competitors.</i>	Bush Business Furniture (BBF) differentiates itself in the commercial furniture market by offering ready-to-ship, ANSI/BIFMA-certified office furniture at an entry-level price point—a combination that many competitors struggle to match. 1. Made-to-Stock, Domestically Produced • Unlike competitors that rely on extended lead times and overseas production, BBF is a made-to-stock manufacturer with the majority of our products produced in the USA. • Our tight supply chain operation ensures faster fulfillment, consistent quality, and greater reliability, avoiding the delays that impact competitors dependent on international sourcing. 2. Entry-Level Commercial-Grade Pricing • BBF provides affordable, commercial-grade office furniture that meets ANSI/BIFMA standards, making it an ideal choice for public agencies seeking quality at scale without premium pricing. • Competitors often force agencies to choose between low-cost, non-commercial furniture or high-end, expensive solutions—BBF bridges this gap with affordable durability. 3. Technology-Driven, Seamless Procurement • We have adopted technology to simplify purchasing, offering an easy-to-use online portal that ensures a seamless, contract-compliant checkout experience. • Many competitors require complex ordering processes, third-party resellers, or lengthy quote approvals—BBF streamlines procurement to save time and effort.

		4. Reliable, Nationwide Installation and Delivery • Our efficient distribution network ensures quick delivery across the lower 48 states, while competitors often struggle with backorders and unpredictable lead times. • With warehouses strategically positioned for national reach, we maintain product availability and minimize disruptions for public agencies. BBF offers a rare combination of affordability, durability, and streamlined procurement, making us the ideal choice for agencies that need high-quality, commercial-grade office furniture without the high cost or long lead times.
	<i>Describe any customization capabilities offered for standard product lines.</i>	At this time, BBF does not offer customization. Our focus is on providing high-quality, ready-to-ship commercial-grade furniture that meets ANSI/BIFMA standards, ensuring faster lead times and cost-effective solutions for public agencies.
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	Bush Business Furniture (BBF) provides digital tools to support space planning and product visualization, ensuring agencies can make informed decisions before purchasing. • Space Planning Support – Our team assists in selecting the right products for various workspace layouts, optimizing functionality and efficiency. • Digital Renderings – While we do not currently offer custom 3D renderings, we provide detailed product imagery, specifications, and layout guidance to help agencies plan their spaces effectively. • Online Visualization Tools – Our easy-to-use website offers high-resolution product images, dimensional drawings, and finish options to streamline decision-making. • Technology-Enhanced Procurement – Agencies can browse, compare, and order products seamlessly through our digital ordering portal, ensuring a smooth purchasing process. BBF’s digital capabilities make it easy for public agencies to select and implement workspace solutions efficiently while maintaining compliance with Equalis Group’s cooperative purchasing process.
	<i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i>	Bush Business Furniture (BBF) operates as a made-to-stock manufacturer with a centralized distribution model, ensuring fast and consistent service across the lower 48 states. We have warehouses in California (CA) and Pennsylvania (PA), allowing for rapid delivery across the country. • Service & Support: BBF provides customer service, quoting, and order support remotely via a dedicated team accessible through phone and email. • Field Representation: While we do not maintain physical service centers in every state, we have field representatives strategically placed in the following states to provide localized support as needed: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ-North, NJ-South, NM, NV, NYC, NY Upstate, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY.

		• Geographic Limitations: ○ Product Availability: BBF products are available nationwide, with shipping to all lower 48 states. ○ Hawaii & Alaska: While we service Hawaii and Alaska, we rely on the consumer to have a freight forwarder we can ship to. This model allows us to maintain competitive pricing, ensure rapid fulfillment, and provide scalable solutions for agencies nationwide.
	<i>Outline any value-added capabilities not already addressed.</i>	• Free Freight & Shipping – Always included in pricing, ensuring cost transparency and no unexpected fees. • 30-Day Satisfaction Guarantee – Members can purchase with confidence, knowing they have 30 days to assess and return products if needed. • Industry-Leading Warranties – Coverage ranges up to a limited lifetime warranty, providing long-term assurance on quality and durability. • Full-Service/White-Glove Installation – BBF is introducing an in-house installation program offering: 1. Delivery, on-site setup, and assembly 2. Debris removal and workspace cleanup 3. Punch-list completion for quality assurance
Customer implementation and project management	<i>Outline project management methodologies from initial assessment to final installation.</i>	Assisted Sales (Direct Engagement with BBF Team) Best for: Clients needing tailored solutions, larger projects, or design assistance. Process: 1. Consultation & Space Planning – Free layout design and recommendations. 2. Custom Quote & Procurement – Personalized pricing and bulk order options. 3. Managed Delivery & Support – Coordinated scheduling and ongoing assistance. 4. Installation Coordination – Full-Service/White-Glove Installation managed in-house by our dedicated support teams Non-Assisted Sales (Equalis Portal – Self-Service Purchasing) Best for: Clients who know what they need and prefer a streamlined, quick transaction. Process: 1. Client Selects Products – Pre-negotiated pricing via the Equalis Portal. 2. Automated Ordering & Delivery – Standardized process with tracking.
	<i>Outline what ongoing training and consulting support is available to customers.</i>	• Pre-Purchase Support – Free space planning and product recommendations to ensure optimal workspace design. • Procurement Assistance – Dedicated account support for contract navigation, bulk orders, and Equalis portal training. • Post-Purchase Training – Product use, care guidance, and workspace adaptability strategies to extend longevity and functionality.

Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	• Product Care & Longevity Guidance – Detailed maintenance best practices for cleaning, material care, and wear prevention. • Proactive Support Resources – Access to self-service guides and manufacturer recommendations. • Warranty & Replacement Coordination – Assistance with warranty claims, part replacements, and product adjustments as needed through Customer Service
	<i>Identify certifications and qualifications required by installation and maintenance staff.</i>	Bush Business Furniture (BBF) ensures that all installation services are performed by licensed and bonded professionals sourced from trusted national networks. Certifications & Qualifications Required: • Licensed & Bonded Installers – All service providers must be fully licensed, insured, and bonded to meet regulatory and contractual requirements. • OSHA Compliance – Installers follow Occupational Safety and Health • Furniture Assembly & Handling Training – Teams are experienced in the proper assembly, installation, and maintenance of commercial office furniture. • Background Checks & Vendor Compliance – BBF partners with reputable installation providers that conduct background screenings and meet all compliance standards for public sector work. By utilizing pre-vetted, certified professionals, BBF guarantees reliable, high-quality installation services that align with public sector requirements.
	<i>Outline any warranty programs offered including term length and coverage details.</i>	We offer comprehensive warranty programs to ensure Equalis Group members receive long-term value and peace of mind with their furniture investments. • 1-Year to Multi-Year Warranties – Coverage varies by product category, protecting against defects in materials and workmanship. • Limited Lifetime Warranty – Select products are backed by our Limited Lifetime Warranty, ensuring extended protection for key office solutions. Warranty details can be found at this link: Returns">https://bushbusiness.zendesk.com/hc/en-ca/articles/27668297133844-Warranty>Returns
Integration with other platforms	<i>Outline any online ordering system applications and integration capabilities with existing systems.</i>	We offer a flexible and efficient online ordering system designed to streamline procurement for Equalis Group members. • BBF Equalis Portal – A user-friendly platform for placing, tracking, and managing orders with contract-compliant pricing. • Integration with Procurement Systems – Compatibility with and EDI (Electronic Data Interchange) if needed. • Real-Time Order Tracking & Reporting – Provides visibility into order status, and, shipping updates.

Quality control and compliance	<i>Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.</i>	At Bush Business Furniture (BBF), we have built a reputation for quality, durability, and safety through rigorous material selection, in-house testing, and strict compliance with industry standards. Our commitment to excellence is reinforced by our membership in ASTM International, ensuring that our furniture meets or exceeds ANSI/BIFMA and TSCA Title VI standards. Material Selection & Compliance • Composite Wood Products – All BBF products comply with TSCA Title VI regulations for formaldehyde emissions, ensuring a safe indoor environment. • Tempered Glass – Used in glass work surfaces for increased strength and safety, with a liner to contain glass shards in case of breakage. • Scratch-Resistant Surfaces – Most desktop surfaces support up to 200 lbs and are designed to withstand daily wear and tear. In-House Testing Protocols BBF operates a sophisticated, in-house testing facility, where products undergo substantial quality checks, including: • Drawers – Tested for 25,000 open-close cycles to ensure smooth operation and durability. • Doors – Undergo 5,000 cycles to verify hinge strength and longevity. • Casters – Roll testing for 1,000 cycles to maintain mobility and stability. • Desks – Weight load, leg strength, and scratch resistance testing for long-term durability. Safety & Structural Integrity • Wall Anchors – Included with bookcases, hall trees, and cabinets over 42 inches to prevent tipping. • Open-Safe Drawers – Lateral files include anti-tip mechanisms, allowing only one drawer to open at a time. • Counterweight Panels – Built into lateral file cabinets for added stability. • Euro-Style Hinges & Soft-Close Hardware – Designed to prevent finger injuries. • Hutch Fastening System – Secures hutches to desks to prevent tipping or separation. BBF's rigorous quality control, durable materials, and compliance with key industry standards make our furniture a trusted, long-lasting solution for commercial environments.
	<i>Identify measures taken to stay current with technological advancements and integration into product lines.</i>	At Bush Business Furniture (BBF), we continuously adapt to technological advancements to enhance both our products and customer experience. Our commitment to innovation ensures that we provide modern, functional, and efficient workspace solutions. Technology Integration in Product Design • Built-in Power Solutions – Select desks and workstations feature integrated USB and power outlets to support modern work environments.

		• Cord Management Systems – Designed into various products to keep workspaces organized and clutter-free. • Durable & Smart Materials – Many surfaces are scratch-resistant and thermally fused, extending product lifespan while maintaining a professional look. Digital Tools for a Seamless Experience • Easy-to-Order Online Portal – A streamlined purchasing platform allows for quick product selection, checkout, and order tracking. • 3D & 2D Visual Renderings – Customers can receive digital renderings to visualize furniture solutions before purchase.
	Outline all applicable product certifications currently held such as BIFMA or ADA.	At Bush Business Furniture (BBF), we are committed to manufacturing high-quality, commercial-grade office furniture that meets or exceeds industry standards for durability, safety, and environmental compliance. Our products carry the following certifications: Industry Standards & Safety Certifications • ANSI/BIFMA Compliant – Our office furniture meets or exceeds ANSI/BIFMA X5.5 and X5.9 standards, ensuring commercial-grade durability, stability, and performance. • TSCA Title VI Compliance – All BBF products comply with formaldehyde emission standards set by the EPA under the Toxic Substances Control Act (TSCA Title VI). Sustainability & Environmental Compliance • Composite Wood Certification – Our materials meet EPA guidelines for low-emission composite wood products, reducing environmental impact while maintaining strength and durability. • Eco-Conscious Manufacturing – BBF prioritizes responsible sourcing and sustainable production processes to minimize waste and emissions. Our commitment to quality, safety, and environmental responsibility ensures that our products not only meet industry standards but also provide long-lasting value for our customers.
	Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.	Bush Business Furniture (BBF) is committed to sustainability, responsible manufacturing, and community engagement, ensuring our operations and products align with environmental and social responsibility goals. Environmental Commitment & Sustainability • Operates with a zero-waste goal across all facilities, improving efficiency in raw materials, energy, and water use. • Implements recycling programs for materials used in manufacturing. • Engages in educational initiatives to promote sustainability within the workplace and community. Chemical Management & Product Safety • Adheres to strict chemical management policies, ensuring compliance with state and federal sustainability guidelines.

		Continuously works to reduce and eliminate hazardous chemicals in manufacturing.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	At eSolutions Furniture, we prioritize exceptional customer service with multiple support channels to ensure a seamless experience for our clients. Customer Service Department Hours of Operation: Monday – Friday: 8:00 AM – 7:00 PM EST Saturday – Sunday: 9:30 AM – 5:00 PM EST Toll-Free Support: 1-800-950-4782 Online Support: Customers can reach out via our Contact Us link for inquiries related to orders, parts, and after-sale support. Issue Resolution Process Dedicated Service Representatives: Our team is trained to handle order inquiries, warranty claims, and troubleshooting. Quick Turnaround for Parts & Repairs: We work to resolve most service issues within 24-48 hours, ensuring minimal disruption. Regional Representation: We have local reps across the country to assist with product selection, quoting, and customer support. Escalation & Support Teams: A dedicated team is available for complex service needs, providing personalized assistance for larger projects or warranty concerns. With nationwide coverage, dedicated account support, and multiple service channels, BBF ensures that every customer receives timely, efficient, and expert assistance.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	eSolutions Furniture (BBF) is a privately held company under Novacap ownership, demonstrating financial strength and stability through its continued growth and long-standing presence in the commercial furniture industry. For financial verification, please refer to Bush Industries' DUNS #00-211-1961 for credit and business stability assessments
	<i>What was your annual sales volume over last three (3) years?</i>	eSolutions Furniture brand Bush Business Furniture (BBF) reports the following annual sales volume over the past three years: 2022: \$282,335,998 2023: \$208,499,084 2024: Final results pending audit, but anticipated to be \$176,317,625 These figures reflect BBF's financial strength and stability, demonstrating our ability to consistently deliver high-quality, commercial-grade office furniture while effectively managing market dynamics.
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	At Bush Business Furniture (BBF), we operate a streamlined and efficient supply chain to ensure fast and reliable product delivery across the lower 48 states. Fulfillment & Delivery Timeline

		• Order Processing: Orders are typically processed within 24-48 hours of receipt. • Warehouse Locations: We ship from our strategic distribution centers in Pennsylvania (PA) and California (CA) for rapid nationwide delivery. • Standard Delivery: Most orders arrive within 5-7 business days via standard shipping. Pickup & Freight Options • Freight Delivery: Larger orders ship via LTL (Less-Than-Truckload) carriers, ensuring secure and efficient transport. These orders are scheduled for delivery with the customer.
Other factors relevant to this section as submitted by the Respondent	<i>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</i>	Bush Business Furniture (BBF) has the capacity to provide management reports for eligible agencies through manual reporting and EDI invoicing where applicable. • EDI Invoicing – Available upon receipt of mapping requirements, allowing for electronic invoice submission for streamlined billing. • Manual Reporting – We can generate custom reports based on the account number in our Equalis trade portal, providing insights such as: ○ Order history and transaction details ○ Purchase totals by agency ○ Billing summaries
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Bush Business Furniture (BBF), under Bush Industries (US employer), is self-insured for Workers' Compensation. Our safety record and compliance reflect our commitment to maintaining a safe work environment for all employees. • Workers' Compensation: BBF is self-insured for Workers' Compensation and this document can be referenced in the attached NYS WCB Form SI-12. We are dedicated to workplace safety, employee well-being, and regulatory compliance, ensuring that all operations meet or exceed industry safety standards.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://www.bushbusinessfurniture.com/
	<i>Please provide a brief history of your company, including the year it was established.</i>	For over 60 years, Bush Business Furniture (BBF) has been a trusted leader in commercial office furniture, providing high-quality, ANSI/BIFMA-certified solutions that combine durability, functionality, and affordability. Originally founded as a manufacturer of household products, BBF has continuously evolved to meet the needs of modern workspaces, making it easier for businesses and public agencies to create productive environments. With a focus on American craftsmanship, fast fulfillment, and customer-first innovation, BBF remains a go-to provider for business-ready office furniture. Key Milestones in BBF History • 1959: Founded by Paul Bush in Little Valley, New York, initially producing metal-plated and plastic bathroom products.

		• 1970s: Shifted focus to home and office furniture, pioneering affordable and functional workspace solutions. • 1984: Relocated headquarters and manufacturing operations to Jamestown, New York, strengthening U.S. production. • 2000: Launched Bush Business Furniture (BBF) to cater specifically to commercial office furniture needs, providing high-quality, business-ready solutions at an affordable price. • 2018: Acquired by Lorraine Capital, driving growth and e-commerce expansion. • 2020: Acquired by Bestar, a leading Canadian furniture manufacturer, forming the Bestar-Bush group. • 2021: Present: The company rebranded as eSolutions Furniture, with headquarters in Sherbrooke, Quebec, Canada, continuing its legacy of high-quality, business-focused furniture solutions. BBF Today Bush Business Furniture continues to lead the industry by offering commercial-grade, made-to-stock office furniture with a focus on quality, affordability, and rapid delivery. With warehouses in California and Pennsylvania, BBF ensures fast and reliable shipping across the lower 48 states, providing businesses and public agencies with the right solutions to create effective workspaces.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	Bush Business Furniture (BBF) has not previously worked with Region 10. However, we are eager to establish a strong partnership through this contract and leverage our experience in public sector procurement to provide high-quality, commercial-grade office furniture to agencies utilizing the Region 10 ESC and Equalis Group agreement.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable	Bush Business Furniture (BBF) has designated the following contacts to oversee key areas of contract management and execution: • Executive Support Chris Waclawski – Director of Sales and Market Activation Email: CWaclawski@eSolutionsFurniture.com <i>Main executive-level point of contact overseeing contract implementation and strategy.</i> • Account Manager Dayyan Misaghian – Sales Manager Email: DMisaghian@eSolutionsFurniture.com <i>Responsible for supporting agencies, managing customer relationships, and driving contract adoption.</i> • Contract Manager Jill Shelters – Commercial Account Manager Email: JShelters@eSolutionsFurniture.com <i>Oversees contract compliance, ensures alignment with contract terms, and manages reporting needs.</i>

		• Marketing Peggy Brown – Digital Experience Director Email: PBrown@eSolutionsFurniture.com <i>Leads marketing efforts to promote contract awareness and engagement.</i> • Billing, Reporting & Accounts Payable Accounts Payable Team Email: accountspayable@eSolutionsFurniture.com <i>Handles invoicing, contract-related reporting, and financial reconciliation.</i> Chris Waclawski will serve as the primary executive point of contact, while Dayyan Misaghian will provide direct support at the opportunity and agency level.
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Bush Business Furniture (BBF) reports the following public sector sales (excluding Federal Government) over the past three years: • 2022: \$281,500,000 • 2023: \$207,967,000 • 2024: Pending audit, but anticipated to be \$175,938,000 These figures highlight BBF’s strong presence in the public sector, demonstrating our commitment to serving state, local, and education (SLED) markets with high-quality, commercial-grade office furniture.
	<i>What is your strategy to increase market share in the public sector?</i>	Bush Business Furniture (BBF) is actively scaling its efforts to expand within the public sector by leveraging data-driven outreach, targeted demand generation, and strategic partnerships. Our approach is built on precision targeting, technology investment, and brand awareness initiatives to drive engagement with high-intent buyers. 1. Data-Driven Outbound Sales Expansion BBF has conducted in-depth market analysis to identify key public sector buyer profiles, allowing us to strategically target decision-makers in government agencies, educational institutions, and other public entities. To scale efficiently, we have: • Built Ideal Customer Profiles (ICPs) based on purchasing behaviors and contract utilization trends. • Invested in best-in-class sales technology to automate and refine outreach efforts. • Developed structured outbound sequences tailored to public sector procurement processes. • Launched targeted campaigns to introduce BBF’s product offerings to high-intent public sector purchasers. The Region 10 contract will serve as a key accelerator, giving agencies a streamlined purchasing option while enhancing our ability to engage decision-makers through cooperative purchasing programs. 2. Enhanced Brand Awareness & Demand Generation

		We recognize the importance of multi-channel visibility to drive inbound interest and trust in the public sector. To support this, BBF is: • Ramping up social media and content marketing efforts to increase brand recognition and demand generation. • Allocating additional resources to lead generation initiatives specifically targeting the public sector in 2025. • Developing educational content and engagement campaigns to showcase the quality, affordability, and compliance of BBF's commercial-grade office furniture. 3. Strengthening Partnerships & Contract Utilization Beyond outbound efforts, BBF is actively working to maximize contract adoption by: • Engaging government procurement officers and educational institutions to streamline access to our solutions. • Providing dedicated public sector support to assist agencies in understanding contract benefits. By combining targeted outbound sales, increased demand generation, and strategic contract positioning, BBF is well-positioned to significantly grow its market share in the public sector while making it easier than ever for agencies to access high-quality, commercial-grade office furniture.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Bush Business Furniture (BBF), operating under Bush Industries, has experienced litigation in the normal course of business, as is common in the industry. Additionally, Bush Industries filed for Chapter 11 bankruptcy in March 2004 in the Buffalo, NY Bankruptcy Court. The company successfully reorganized and emerged from bankruptcy in November 2004. Since then, BBF has continued to grow and expand, reinforcing its position as a leading provider of commercial-grade office furniture.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	Rapid Refill Daniel Novick, President 716-712-7823 7 Years \$4k/Year Chautauqua County Government Rebecca Anderson, Purchasing Manager 716-661-8328 15 Years \$15K/Year Pinehurst Resort Veronica Hohner, Director of Transportation Pinehurst, NC

		910-235-8412 1 Year \$4K/Year Immaculata High School Katherine McCabe, Bookkeeper/HR Rep Somerville, NJ 908-722-0200 xt. 1113 2 Years \$2K/Year Tuskegee University College of Agriculture, Environment and Nutrition Sciences (CAENS) Anwar Walker, Executive Assistant to the Dean Tuskegee, AL 334-724-4605 3 Years \$5K/Year Asthma and Allergy Foundation of America Cheyney Treherne, Manager of Administration Arlington, VA 703-740-9128 1 year \$15K/Year Xavier Law Firm Monica Duran, Administrative Manager The Woodlands, TX 77380 281-296-3741 2 Years \$4K/Year City of Jamestown Kimberly Ecklund, Mayor Jamestown, NY 14701 716-483-7600 1 Year \$7K/Year
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a</i>	Bush Business Furniture (BBF) primarily plans to sell directly to customers under the Region 10 contract. This approach aligns with our marketing and outbound initiatives, allowing us to

	<i>combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	engage directly with public sector buyers, streamline procurement, and ensure compliance with contract terms. However, we recognize the value of our trusted dealer partnerships across the country and are open to working with resellers when it enhances contract utilization. To maintain pricing integrity and compliance, we will: • Educate our dealer network on the new contract, ensuring they understand the process, pricing structure, and terms. • Provide training and support to ensure accurate quoting and contract efficiency. • Encourage close collaboration with BBF to maintain consistency, avoid pricing discrepancies, and deliver a seamless experience for public sector buyers. By leveraging both direct sales and select dealer partnerships, BBF ensures broad accessibility, contract compliance, and an optimized purchasing experience for all eligible agencies.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Bush Business Furniture (BBF) is privately held by Novacap, a North American private equity firm headquartered in Montreal, Canada. There are no felony convictions associated with the ownership or operation of the company.
	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. These will be provided in the space provided in Form 3. No answer is required here.	
Commitment to Service Equalis Group Members (15 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization’s current go-to-market strategy in the public sector.</i>	Bush Business Furniture (BBF) has a structured and multi-channel approach to ensure maximum visibility and adoption of the contract upon award. Our strategy is built around email marketing, sales training, digital engagement, and direct outreach to key public sector buyers. First 90 Days After Contract Award Within the First 10 Days: • A press release will be distributed to thousands of existing B2B customers, Regional Sales Representatives, internal teams, and public sector contacts, announcing the contract and its benefits. • Internal pricing systems will be updated to reflect contract pricing and terms, ensuring seamless quoting and ordering. Within the First 30 Days:

		- Targeted email campaigns will launch, notifying government, education, and public agency buyers of the new contract. - BBF will obtain and analyze a list of eligible agencies to identify high-intent prospects for direct outreach. - A training deck will be developed and distributed to Regional Sales Representatives and participating dealers, ensuring a clear understanding of contract benefits and ordering processes. Within the First 60 Days: - A dedicated contract page will be added to the BBF website, featuring ordering instructions, contract benefits, FAQs, and promotional materials. - A structured email marketing calendar will be deployed, covering topics such as contract benefits, featured product highlights, promotions, and new product additions. - BBF will host an internal strategy session with Regional Sales Representatives to align sales goals, optimize outreach, and ensure adoption strategies are in place. Ongoing Efforts Beyond 60 Days: - Social media campaigns will be expanded to increase brand recognition and demand generation for public sector buyers. - Additional lead generation and marketing resources will be invested to drive engagement and maximize contract utilization. - BBF will actively track sales performance and agency participation, making adjustments to outreach efforts as needed. By leveraging targeted marketing, sales enablement, and digital engagement, BBF will ensure strong contract adoption and long-term success in the public sector.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Bush Business Furniture (BBF) is committed to ensuring that our sales force and customer service representatives are fully trained on the contract, equipping them with the knowledge and tools needed to competently and consistently present the contract to public sector customers. Our structured training approach includes: Phase 1: Contract Training Development (First 30 Days) Comprehensive Training Deck Creation – A detailed training presentation will be developed, covering: - Contract benefits and eligibility requirements - Pricing structure and terms - Ordering and fulfillment processes - FAQs and key talking points for customer interactions Internal Contract Guide – A quick-reference guide will be distributed to all sales and customer service teams for on-the-spot contract inquiries. Phase 2: Sales & Customer Service Training Implementation

		• Live Virtual Training Sessions – BBF will conduct interactive training sessions for: ○ Regional Sales Representatives to ensure they can confidently present the contract to public agencies. ○ Customer Service Teams to address quoting, ordering, and compliance questions. Phase 3: Ongoing Support & Reinforcement • Contract Updates & Refresher Training – As the contract business grows, regular training updates will be provided to ensure all teams stay current. • Dedicated Contract Support Contacts – A lead point of contact will be available for complex quoting or contract-related inquiries. • Internal Communication & Best Practices Sharing – A team-wide communication channel will be maintained to share customer feedback, common questions, and best practices for maximizing contract adoption. By implementing this structured and ongoing training program, BBF ensures that every team member can effectively communicate contract benefits, streamline the purchasing process for public agencies, and drive successful adoption.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Bush Business Furniture (BBF) agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and grants permission for the reproduction and use of such logos in marketing communications and promotional materials related to the contract.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Bush Business Furniture (BBF) has the systems and processes in place to ensure accurate and timely monthly sales reporting to Equalis Group under this agreement. • Automated Sales Tracking – Our internal ERP and CRM systems allow us to track sales by customer, contract, and transaction date, ensuring precise reporting. • Dedicated Reporting Team – BBF has a dedicated team responsible for contract compliance and reporting, ensuring that all sales data is accurately compiled and submitted. • Standardized Monthly Reports – We will provide detailed monthly sales reports in the required format, including: ○ Agency name ○ Purchase details (products, quantities, and pricing) ○ Order dates ○ Administrative fee calculations • Compliance & Accuracy – BBF is committed to full contract compliance and will work closely with Equalis Group to ensure reports meet all necessary requirements and deadlines.

		Bush Business Furniture (BBF) has the systems and processes in place to ensure accurate and timely monthly sales reporting to Equalis Group under this agreement. • Automated Sales Tracking – Our internal ERP and CRM systems allow us to track sales by customer, contract, and transaction date, ensuring precise reporting. • Dedicated Reporting Team – BBF has a dedicated team responsible for contract compliance and reporting, ensuring that all sales data is accurately compiled and submitted. • Standardized Monthly Reports – We will provide detailed monthly sales reports in the required format, including: ○ Agency name ○ Purchase details (products, quantities, and pricing) ○ Order dates and fulfillment status ○ Administrative fee calculations • Compliance & Accuracy – BBF is committed to full contract compliance and will work closely with Equalis Group to ensure reports meet all necessary requirements and deadlines. With robust tracking systems, dedicated personnel, and structured reporting processes, BBF is fully capable of providing accurate and timely monthly sales reporting for this agreement.
	<i>Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in your Customer Relationship Management (“CRM”), sales system, or Enterprise Resource Planning (“ERP”) system. Include any individuals and/or teams involved in this process.</i>	Bush Business Furniture (BBF) has established a streamlined and fully integrated process for managing all sales, quotes, and purchase orders under the Equalis cooperative contract through our Shopify store and trade portal. This ensures that all purchases are properly tracked, reported, and tied to the contract for compliance and ease of reference. 1. Customer Access & Account Setup • Agencies purchasing through the Equalis contract will be granted exclusive access to our Shopify-based trade portal, which is designed specifically for Equalis members. • Each customer under this contract will be hosted under a unique account number that automatically ties all transactions to the contract. 2. Online Order Placement (Self-Service Purchases) • Authorized buyers will log into the Equalis contract portal and place their order directly. • The system will automatically apply contract pricing based on the assigned account number. • Orders will be processed in real-time, ensuring immediate tracking and order confirmation. 3. Assisted Sales & Manual Entry (Sales Rep Support) For agencies needing assisted sales support, our sales team will: 1. Generate a quote in the trade portal, ensuring it is correctly tied to the Equalis account number. 2. Once approved, the order will be manually entered into the same system to maintain tracking consistency.

		3. The system will automatically link all proposals, invoices, and purchase orders to the account number for seamless reporting. 4. Contract Compliance & Reporting - All orders placed through the Equalis contract will be centrally tracked in our Shopify-based sales platform and also transferred to our ERP system, allowing us to: - Generate real-time summaries of orders, amounts, and purchasing activity. - Ensure all sales remain compliant with Equalis contract terms. - Provide detailed reports upon request. - Any reporting requests can be quickly fulfilled by contacting: - Chris Waclawski (CWaclawski@eSolutionsfurniture.com) - Jill Shelters (JShelters@eSolutionsfurniture.com) By integrating our sales, quoting, and order processing into a single, contract-specific trade portal, BBF ensures accuracy, efficiency, and full contract compliance while making it easy for agencies to purchase under the Equalis agreement.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Bush Business Furniture (BBF) offers our products and services to federal government customers through our GSA Federal Supply Schedule and individual state schedules, ensuring streamlined procurement and contract compliance for public sector agencies. Current Contracts GSA Federal Supply Schedule - Federal Supply Schedule Group 71 Part I - Contract Number: GS-28F-0040V - Contract Period: July 24, 2009 – July 23, 2029 - Available Products & Services: - SIN 33721 – Office Furniture - SIN OLM – Order Level Materials State of New York Contract - Contract Number: PC68294 - Covers: Office Furniture BBF's experience with federal and state contracts enables us to effectively support Equalis Group, ensuring competitive pricing, contract compliance, and efficient fulfillment for public sector agencies.
	Commitment to supporting agencies to utilize the contract	If awarded a contract, Bush Business Furniture (BBF) will implement a multi-channel engagement strategy to ensure both new and existing public sector customers are aware of the contract and can easily procure our products. Our approach focuses on targeted outreach, education, and streamlined procurement support. For New Customers:

		• Targeted Outbound Sales Campaigns – Our dedicated public sector sales team will use data-driven outreach to identify high-intent buyers in government agencies, educational institutions, and municipalities. • Email & Digital Marketing Initiatives – Agencies will receive informative email campaigns highlighting: ○ Contract benefits and eligibility ○ How to purchase through the contract ○ Featured products and pricing • Co-Branded Marketing with Equalis Group – BBF will collaborate with Equalis Group to leverage their network and promote the contract through newsletters, webinars, and industry events. • Dedicated Contract Landing Page – A contract-specific webpage will be developed on BBF’s website, featuring: ○ Ordering instructions ○ Contract pricing details ○ FAQs and customer support contacts For Existing Customers: • Direct Outreach to Current Public Sector Buyers – BBF will notify existing B2B and government customers through: ○ Dedicated email campaigns introducing the contract as a new, streamlined procurement option. ○ Account Manager engagement to discuss how the contract simplifies their purchasing process. • Sales Team Training & Enablement – All regional sales representatives and customer service teams will be trained on: ○ How to guide existing customers through the new contract process. ○ How to transition past purchasing methods to the new cooperative contract. • Dealer & Partner Education – BBF will inform our trusted dealer network about the contract, encouraging them to leverage it for simplified public sector sales while ensuring pricing and contract terms are consistently followed. This structured and proactive approach will ensure that both new and existing agencies are fully aware of the contract, its benefits, and how to purchase efficiently through BBF.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Bush Business Furniture (BBF) has a robust sales and support structure to ensure comprehensive coverage and dedicated assistance for agencies purchasing through this contract. Field Sales Representatives • BBF partners with 16 independent representative groups, covering: Northeast: CT, DC, DE, MA, MD, ME, NH, NJ (North & South), NY (NYC & Upstate), PA, RI, VT Southeast: AL, FL, GA, KY, MS, NC, SC, TN, VA, WV

		Midwest: IA, IL, IN, KS, MI, MN, MO, ND, NE, OH, SD, WI Southwest: AR, AZ, CO, LA, NM, OK, TX, UT West: AK, CA, HI, ID, MT, NV, OR, WA, WY • Each rep group has multiple sales representatives, ensuring localized support for agencies across the country. • These regional reps provide on-the-ground assistance, product expertise, and direct agency engagement to maximize contract adoption. Inside Sales & Customer Support Team • 15 full-service customer support agents handle contract inquiries, general questions, and order support. • 4 dedicated inside sales representatives specialize in: ○ Space planning & layout recommendations ○ Quoting and complex project assistance ○ Guiding agencies through the contract purchasing process This combined team of field reps, inside sales specialists, and dedicated contract support personnel ensures that agencies receive expert guidance and seamless service under this contract.

The following should replace Proposal Form 3 in its entirety.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

The following should replace Proposal Form 12 in its entirety. Changes have been highlighted.

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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

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

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____



(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?  _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60 and to the extent allowed by Title VI of the Civil Rights Act of 1964 and applicable executive orders, 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?  _____

(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. 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? _____

(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? 

(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? 

(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? 

(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?  _____

(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?  _____

(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?  _____

(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? 

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? 

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? 

(Initials of Authorized Representative)

14. 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? 

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does vendor agree? 

(Initials of Authorized Representative)

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

eSolutions Furniture

Company Name

Erica A Campbell

Signature of Authorized Company Official

Erica Campbel

Printed Name

Vice President of Sales

Title

April 11, 2025

Date

The following should replace Proposal Form 13 in its entirety. Changes have been highlighted.

PROPOSAL FORM 13: FEMA REQUIREMENTS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’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 Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? *CE*

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to

prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? CC
(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? CC
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? CC
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency’s contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? CC
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? CC
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

Does Respondent agree? CC
(Initials of Authorized Representative)

7. **Compliance with 2 CFR 200.321(b)(1)-(5)**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) **to the extent required and/or allowed by Federal law.**

Does Respondent agree? CC
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? CC
(Initials of Authorized Representative)