

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Fomcore LLC
Contract Number:	R10-1176F
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 _____
Fomcore LLC ("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	Fomcore LLC
Address	1770 E. Keating Ave
City/State/Zip	Muskegon, MI 49442
Telephone No.	231.366.4791
Email address	Jeremy@fomcore.com
Printed name	Jeremy Leffring
Position with company	Managing Member
Authorized signature	

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 R10-1176F



FOMCORE RESPONSE

to

REQUEST FOR PROPOSAL #R10-1176 FOR:
FURNITURE AND STORAGE RELATED PRODUCTS AND
SERVICES





Fōmcore is a soft seating manufacturer and leader in soft-seating products for the furniture industry. Our products foster collaboration, learning, and creativity every day serving K-12, higher education, commercial spaces, healthcare, and government agencies across the U.S. Fōmcore products are constructed using a solid foam design, eliminating the need for internal wood frames. This full-foam construction makes products lightweight, durable, and safe, with no hard edges or pinch points. The design also allows for greater flexibility and customization, ensuring products meet the needs of various learning and commercial environments.

The company, located in Western Michigan, officially launched in 2017, led by CEO Jeremy Leffring. Jeremy first entered the foam business in 1983 when his father started a foam fabricating company. His extensive knowledge of foam has become the foundation for our production process and expertise in the industry.

Our first production location occupied 2,000 square feet. The company grew rather quickly, and in early 2020 Fōmcore moved into its current 80,000 sq ft facility in Muskegon, MI, where all our products are designed and manufactured. In spring of 2024 Fōmcore opened a second manufacturing location in Pueblo, CO to better serve our customers in the Western United States. Between the two facilities we are fully equipped to produce all Fomcore soft seating products. Major equipment held by the company includes four (4) CNC wire cutting machines for foam, five (5) Gerber CNC textile cutting machines, and (60) sixty industrial sewing machines. All of our foam, textiles, wood, laminates, and zippers are either manufactured directly in our facilities or are sourced from other American manufacturing companies.

Fōmcore currently employs over 160 associates with a combined experience level of over fifty (50) years in the furniture industry. In addition to manufacturing, all of our business operations including engineering & design, finance, sales & marketing, and customer support are located in our Muskegon, MI location.

Our production team goes through a robust training program to ensure each team member is a true craftsman in their department. Engineers are in-house and hands-on, and our products are designed to comply with documented industry standards. Fōmcore is a BIFMA member, with both our CEO and Director of Engineering participating in BIFMA conferences and workgroups. Engineers oversee in-house product development and testing. The production team undergoes specialized training to ensure quality craftsmanship in manufacturing, sewing, upholstery, and finishing. Subcontractor review processes are in place to ensure performance standards. Product and Process FMEA, Control Plans, and APQP tools are used as needed based on project requirements. Only PFAS-free and Prop 65-compliant textiles are used. Product and Process FMEA, Control Plans, and other APQP tools are available and have been employed as necessary based upon the project.



While we have been growing our manufacturing capabilities over the last four years, we have also grown our sales organization. [REDACTED]

[REDACTED] Our national sales network collaborates with architects, designers, and over 250 dealers across the United States focused on K-12, Higher Education, and Commercial sales. In 2024 we opened our first showroom at The Mart in Chicago, IL, which is the hub for furniture industry showrooms and where the largest industry trade show is held annually.

Fōmcore continues to expand its tools and resources to support long-term growth. The company participates in A4LE, EDmarket, and major industry trade shows to stay ahead of trends and connect with education professionals. The CEO serves on the EDmarket board. The company provides CEUs, learning units, and lunch-and-learn training for dealers and educators.

Our increased presence in the marketplace has led to the award of many larger projects across the US. Notable in the last 2 years include \$100K & over projects in PA, NC, LA, TX, MN, and MI, and projects ranging from \$500K to over \$1M in CA. We have recently worked with [REDACTED], one of the largest school districts in the country, on a \$500K project and are in consideration to be specified as the soft seating standard in their district. Additionally, over the past four years Fōmcore has been directly awarded over 20 state, local, and national cooperative contracts, and our products are included on over a dozen dealer-held contracts.

Fōmcore has the capability to remove and recycle furniture at the end of its life cycle. The company is a zero-foam-waste facility, with 100% of foam reused or sold to other industries. Foam is shredded for use in carpet padding and the Fōm Filled series. Wood offal is sold to recyclers and repurposed for multiple uses including pet bedding.

Design symbols are available for CET, Project Matrix, 2D/3D CAD, and Revit. The internal design team provides custom capabilities and space planning support. Dealers receive marketing collateral, product education materials, and training on student-centered design. Video resources demonstrate product functionality and best practices.

REQUEST FOR PROPOSAL #R10-1176 FOR: FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

March 7, 2025

Section Two:
Proposal Submission, Questionnaire and
Required Forms

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- ☒ PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES
- ☒ PROPOSAL FORM 4: CLEAN AIR AND WATER ACT
- ☒ PROPOSAL FORM 5: DEBARMENT NOTICE
- ☒ PROPOSAL FORM 6: LOBBYING CERTIFICATION
- ☒ PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS
- ☒ PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
- ☒ PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295
- ☒ PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND FOREIGN ENTITIES CERTIFICATION
- ☒ PROPOSAL FORM 11: RESIDENT CERTIFICATION
- ☒ PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM
- ☒ PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
- ☒ PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)
- ☒ PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT
- ☒ PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
- ☒ PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
- ☒ PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION
- ☒ PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- ☒ PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT
- ☒ PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- ☒ PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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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>	Fomcore LLC
	<i>What is the mailing address of your company's headquarters?</i>	1770 E. Keating Ave. Muskegon, MI 49442
	<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>	[REDACTED]
Products/Pricing (30 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>	Yes
	<i>Please provide your proposed administrative fee percentage or structure.</i>	[REDACTED]
	<i>The administrative fee is normally calculated as a percentage of the total</i>	

	<i>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>	
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	No
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
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 is due Net 30 from invoice date. Payment may be made by check, ACH, or credit card (processing fees apply)
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>	Fōmcore is a soft seating manufacturer serving K-12, higher education, commercial spaces, healthcare, and government agencies across the U.S.
	<i>Outline how your products and services compare to those of your competitors.</i>	Our proprietary foam is designed with superior tensile strength and exceptional rebound, it maintains its shape and comfort far longer than standard foams, setting the benchmark for true quality. Our products are solid foam construction, not foam over wood frame, which ensures our products are free from hard edges and pinch points, and provide lasting support. Our products are backed by a lifetime warranty.
	<i>Describe any customization capabilities offered for standard product lines.</i>	Standard product lines may be customized with fabric and leg/caster options, and the option to add integrated power (Modification Fomcore - Soft Seating Experts Flexible Furniture United States). We also have the ability to design completely custom pieces for your space. Because we use a full foam construction process, our team can create almost anything with the help of our foam saws. Our engineering team can work with you to make your ideas come to life. Some examples of custom items we’ve created: a gaming controller, Texas-shaped ottoman, various animals, seating to fit a specific shaped space, and more. See examples at Customization Fomcore - Soft Seating Experts Flexible Furniture United States .
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	We offer the expertise, tools, and connections to assist with any project, big or small. Our team is ready to bring your vision to life. We can also collaborate with other manufacturers to ensure a space planning solution that meets all your needs. Our in-house design services

		include space planning, technical design, and full renderings. We have design symbols in CET, 2D/3D CAD, Kits Collaborator, Project Matrix, and Revit. For custom products we offer concept design, imagery, and product testing in addition to the space design services. There are no additional charges for our in-house design services.
	<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>	<p>We service all 50 states from our headquarters in Michigan, while our location in Pueblo, CO provides services to the western US as well as backup for our MI office.</p> <p>Fōmcore - Lakeshore 1770 E. Keating Ave. Muskegon, MI 49442</p> <p>Fōmcore - Mountain Ridge 200 Greenhorn Dr. Pueblo, CO 81004</p>
	<i>Outline any value-added capabilities not already addressed.</i>	N/A
Customer implementation and project management	<i>Outline project management methodologies from initial assessment to final installation.</i>	Our dealer network will work directly with the end user from start to finish, including design services, quotes, and installation.
	<i>Outline what ongoing training and consulting support is available to customers.</i>	N/A
Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	N/A
	<i>Identify certifications and qualifications required by installation and maintenance staff.</i>	There are no specific certifications required for installing our soft seating products. Any local or state requirements for installers will be adhered to by any dealer contracted installer.
	<i>Outline any warranty programs offered including term length and coverage details.</i>	<p>Product manufactured by Fōmcore is warranted to be free of defects in material and workmanship under normal use for the lifetime of the product, unless specifically noted otherwise in the table below. The product must be properly cared for, maintained, and in use by its original owner. This warranty is non-transferable, and damage/defects that occur in transit or by acts negligence, abuse, abnormal usage, misuse, accidents, or alterations nullify the warranty. Conditions resulting from the normal aging and wear of textile(s), filling material(s), and finish(es) are excluded from this warranty.</p> <p>As Buyer's sole remedy under this warranty, Fōmcore, at its option, will credit, repair, or replace damaged product at no charge to the original owner of record provided the replacement or return has previously been authorized by Fōmcore under terms of this warranty. It is expressly agreed that this remedy of repair, replacement, or credit, at Fōmcore's option, is Buyer's exclusive remedy under this warranty. This warranty is non-transferable. In no event shall Fōmcore be liable for consequential damages.</p>

		<table><tr><th>PRODUCT</th><th>WARRANTY</th></tr><tr><td>Weather Resistant Series</td><td>3 years from date of shipment from Fomcore</td></tr><tr><td>Power Tower</td><td>1 year from date of shipment from Fomcore</td></tr><tr><td>Integrated Power</td><td>3 years from date of shipment from Fomcore</td></tr></table>	PRODUCT	WARRANTY	Weather Resistant Series	3 years from date of shipment from Fomcore	Power Tower	1 year from date of shipment from Fomcore	Integrated Power	3 years from date of shipment from Fomcore
PRODUCT	WARRANTY									
Weather Resistant Series	3 years from date of shipment from Fomcore									
Power Tower	1 year from date of shipment from Fomcore									
Integrated Power	3 years from date of shipment from Fomcore									
Integration with other platforms	<i>Outline any online ordering system applications and integration capabilities with existing systems.</i>	We are currently not accepting orders through any electronic/online systems. Fomcore accepts orders via email at sales@fomcore.com , or orders may be placed through our dealer network.								
Quality control and compliance	<i>Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.</i>	Fomcore has a defined quality control standard which is available to each operator via scanning of a QR code. This ensures the latest version of the document is the only version accessed. This document lists various dimensional and aesthetic appearance items and defines tolerances, limits, and inspection criteria as needed. Materials are selected based upon adherence to defined performance criteria. Performance data is provided by suppliers, and where necessary, validated via testing at Fomcore. Fomcore offers customization options regarding textiles. Textiles not part of the standard offering are tested individually for performance relative to sewing, upholstering, and finishing prior to acceptance of order. Fomcore products comply with BIFMA standards where standards are defined relative to soft-seating. Products are Certified Clean Air Gold per ANSI/BIFMA e3-2019, Sections 7.6.1: Private Office; 7.6.2, 7.6.3: Open Plan Office and Private Office conformance criteria. Electrical components are UL Certified.								
	<i>Identify measures taken to stay current with technological advancements and integration into product lines.</i>	N/A								
	<i>Outline all applicable product certifications currently held such as BIFMA or ADA.</i>	There currently aren't any BIFMA standards for all foam seating, but products are designed to comply with documented industry standards. Fomcore is a BIFMA member, with our CEO and Director of Engineering participating in BIFMA conferences and workgroups.								
	<i>Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.</i>	Fomcore is a zero-foam-waste facility, with 100% of foam reused or sold to other industries. Foam is shredded for use in carpet padding and our Fom Filled series, and wood offal is sold to recyclers and repurposed for multiple uses including pet bedding.. Fomcore also has the capability to remove and recycle furniture at the end of its life cycle. We have earned the Intertek Sustainability Certified Clean Air Gold certification for our foam and fabric. This means our products have been independently tested by industry leaders for emissions into the ambient air. Only PFAS-free and Prop 65-compliant textiles are used.								
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>	Fomcore has four sales regions with each region having a designated Customer Service Representative in support of the sales functions. Standard hours for customer service are 8:00 am to 4:00 pm per the local time zone for the region. Support is available 24 x7 as needed via the Regional Sales Director, Customer Service Representative, and Operations leadership. Customer Service Representatives are located in the Muskegon, MI and Pueblo, CO facilities. Fomcore standard policy is to respond to all inquiries/issues within 24 hours or								

		less. Customer Service Team and Regional Directors are empowered to resolve issues quickly, support is given immediately when issues are elevated to management.
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>	Fomcore LLC is a privately owned company and does not disclose financial records.
	<i>What was your annual sales volume over last three (3) years?</i>	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████
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>	All furniture is made to order, and our lead times usually run six weeks. The shipping date is confirmed upon receipt of the order. Fomcore delivers to all 48 contiguous states. All orders delivering to other states and international locations are FOB Muskegon, MI 49442 and/or Pueblo, CO 81004.
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>	We are able to provide detailed order or billing reports to end users or directly to Equalis upon request.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	See attached Osha reports
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://fomcore.com/
	<i>Please provide a brief history of your company, including the year it was established.</i>	Fomcore is a soft seating manufacturer serving K-12, higher education, commercial spaces, healthcare, and government agencies across the U.S. The company officially launched in 2017, led by CEO Jeremy Leffring, who has decades of extensive foam knowledge and experience. The company operates two manufacturing facilities: an 80,000 sq. ft. headquarters in Muskegon, MI, and a Pueblo, CO facility, opened in 2024 to serve the Western U.S. The company currently employs over 160 people across both locations. The Pueblo facility is growing, with plans to open a second warehouse to support increasing demand in the Western region. This expansion improves lead times, ensuring that Fomcore maintains under six-week lead times year-round. Both facilities include working showrooms, allowing customers to experience Fomcore products firsthand.
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>	We have not previously held a Region 10 contract, however our largest national dealer, Meteor Education, currently holds a Region 10 contract and has sold our products there.
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: * Executive Support</i>	Please see attached

	<ul style="list-style-type: none"> * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	
Past experience working with the public sector	<p>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</p> <p>What is your strategy to increase market share in the public sector?</p>	<p>Approximately 3% of total sales</p> <p>Click or tap here to enter text.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	None
Minimum of 5 public sector customer references relating to the products and services within this RFP	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	See attached
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a 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.	Fomcore sells through our dealer network, so the end users will purchase from the dealer, not us directly. All of our dealers are informed of terms for all of our contracts, and at the time they place the order against a contract we require a copy of the end user's purchase order so we can confirm they are adhering to the contract terms.
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	<p>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.</p> <p>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.</p>	We are privately owned, no felony convictions
HUB Status and Outreach (10 Points)		
HUB (Historically Underutilized Business) status, subcontractor plan, and/or joint venture program	Please indicate whether you hold any Historically Underutilized Business certifications, including, but not limited to	None

	<i>MBE, WBE, SBE, DBE, DVBE, VOB, VOSB, HUB, or HUBZone.</i>	
	<i>Do you currently have a HUB program in place, such as a Mentor Protégé Program or subcontractor program? If you have a HUB program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	None
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve HUB subcontractors in response	<i>Did your company contact HUBs or minority chambers of commerce or similar HUB organizations by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any HUBs were interested in subcontracting and/or joint ventures?</i>	No
Demonstrated ongoing HUB program	<i>Outline your subcontractor strategy and efforts your organization takes to include HUB subcontractors in future work, including but not limited to efforts to reach out to individual HUB businesses, minority chambers of commerce, and other HUB business and trade associations.</i>	N/A
Commitment to Service Equalis Group Members (10 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>	Once awarded an Equalis contract we will announce the contract to our contract rep groups and dealer network, ensuring they have all of the contract terms details and pricing. We will also continue to supply our rep groups and dealers with regional K-12 opportunities that would align with the Equalis contract.
	<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>	Detailed terms sheets and pricing would be reviewed with and sent to all of sales and customer service representatives so that they always have the answers at the ready should questions come up. We also have our own Contracts Manager who can support the customer when needed.
	<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</i>	Can be provided upon request.

	<i>logo in marketing communications and promotions</i>	
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Our internal contracts manager will pull all sales against this contract, confirm the order amounts against the original end user POs, and report monthly as required.
	<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 you Customer Relationship Management ("CRM"), sales system, or Enterprise Resource Planning ("ERP") system. Include any individuals and/or teams involved in this process.</i>	<ol style="list-style-type: none"> 1. The dealer will request a quote from Fomcore for the end user for an order against this contract. 2. Fomcore will note the contract name on the quote 3. When the dealer places the order they will note the contract on the PO and reference the quote. Fomcore will request the end user's PO as backup for the order. 4. When Fomcore enters the order the contract name will be noted in a special field 5. All documentation is stored in a folder for each order on our server 6. Monthly our contracts manager will pull a contract orders report from our system, double check everything against the files on our server, and report any sales to Equalis
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We currently hold TIPS, BuyBoard, and MHEC
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	Fomcore sells through a national dealer network (some of which hold Equalis directly). Those dealers would be able to promote our contract for us in addition to our own marketing team. The Equalis cooperative would be another tool for us to meet the needs of our customers who must buy on contract pricing.
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>	Fomcore has four Regional Directors [REDACTED]. Our national sales network collaborates with architects, designers, and over 250 dealers across the United States focused on K-12, Higher Education, and Commercial sales. In 2024 we opened our first showroom at The Mart in Chicago, IL, which is the hub for furniture industry showrooms and where the largest industry trade show is held annually.

Fomcore Dealer List

Company	Adress	Phone Number	Contact	Email	Website
3 Oaks Resource Group International	PO Box 565492 Pinecrest FL 33256	(855) 362-5747	MichaelOlkes	MOlkes@3oaksgroup.com	www.3oaksgroup.com
Academy Furniture and Supplies	519 Dowd Ave Elizabeth NJ 07201	(877) 687-2223	Howard Schreiber	howard@academyfurn.com	www.academyfurn.com
Alianza Services, LLC	74 North Broadway Nyack NY 10960	(845) 675-7337	Jennifer Smith	info@alianzacorp.com	https://www.alianzacorp.com/
Alpha Professional Solutions, INC	4950 Parkside Avenue, Suite 502 Philadelphia PA 19131	(800) 966-2123	CarmineSoto	carmine.soto@alphaprosol.com	www.alphaprosol.com
American Design Associates	9000 Harford Road Baltimore MD 21234	(410) 823-5500	JimJones	jimjones@americandesignonline.com	www.americandesignonline.com
AT Equipment Sales	180 Brook St Scarsdale NY 10583	(914) 472-7222	GeorgeTischler	george@atequipmentsales.com	www.atequipmentsales.com
Blankenship Associates	980 Trinity Rd Raleigh NC 27607	(919) 787-1346	TraciSmith	tsmith@blankenshipassociates.com	www.blankenshipassociates.com
Blu Salmon, LLC	33 West Garden Street, Suite 10 Pensacola FL 32502	(833) 794-6258		Teresa@BluSalmon.com	https://www.blusalmon.com/
Blue Box	111 W Louisiana St McKinney TX 75069	(806) 236-0349	NikiHam	niki.ham@bybluebox.com	https://bybluebox.com/
Business Furniture	8421 Bearing Dr #200 Indianapolis IN 46268	(317) 216-1600	Crystal Polson	polsoncg@businessfurniture.net	https://businessfurniture.net/
Business Interiors	1111 Valley View Lane Irving TX 75061	(817) 858-2044	TammyMorgan	tmorgan@businessinteriors.com	https://www.businessinteriors.com
Canfield Business Interiors, Inc.	402 West 9th Street Sioux Falls SD 57104	(605) 274-8116	Kiersten Patrick	kiersten@canfieldco.com	https://canfieldco.com
Common Wealth School Equipment	21403 Hull Street Road Moseley VA 23120	(804) 739-4575	DavidHawkins	david@cseva.net	www.commonwealthschoolequipment.com
Contract Source, Inc.	2 Corporation Center Broadway Heights OH 44147	(216) 351-7575	Mina Pavlovic	mpavlovic@contractsource.com	www.contractsource.com
Core Interiors	7761 N Ingram Ave, STE 109 Fresno CA 93711	(559) 297-6400	Lisa Newman	Lisan@coreinteriors.com	www.coreinteriors.com
Creative Library Concepts	PO BOX 313 Manalapan NJ 07726	(908) 276-9200	Brad Kingsburg	bradk@creativelibraryconcepts.com	www.creativelibraryconcepts.com
DGI	12532 Branders Bridge Road Chester VA 23831	(804) 748-6448	NickMonroe	nmonroe@deltagraphic.com	www.deltagraphic.com
Duet Resource Group Contact:	224 South 1st Street Milwaukee WI 53204	(414) 273-3838			
Educational Furniture	620 East 18th St Muncie IN 47302	(765) 286-9041			www.edfurn.com
Educational Furniture Solutions	236 N Trooper Road Norristown PA 19403	(610) 630-3995	Kevin Christman	kevin@efs-llc.com	www.efs-llc.com
Emerald Business Supply	4807 Ashburner St Philadelphia PA 19136	(215) 333-1900	Richard Salls	rsalls@ebssupplies.com	https://www.ebsupplies.com/
Ernie Morris	232 North Main Street Bushnell FL 33513	(800) 457-2745	Ron Morris	rmorris@erniemorris.com	www.erniemorris.com
Evo Business Environments	PLAZA WEST BUILDING 415 N. MCKINLEY ST., SUITE 1250 LITTLE ROCK AR 72205	(501) 244-9696			https://www.evoarkansas.com/
Evo Business Environments	3614 W. SOUTHERN HILLS BLVD. SUITE 103 ROGERS AR 72758				https://www.evoarkansas.com/
Freedom Interiors	4000 Washington Street Kansas City MO 64111	(913) 206-3687	Robert Rice	rrice@fre3dom.net	www.fre3dom.net
FSI Office	6410 Orr Rd Charlotte NC 28213	(704) 598-8971	Buddy Jordan	buddy.jordan@formsandsupply.com	www.fsioffice.com
Furniture Pro	Box 2 suite I-503 Suffern NY 10901	(845) 290-2501	David Ginsberg	davidg@furnitureporcorp.com	www.furnitureprocorp.com
George Specialty Equipment	137 North 85 Pkwy Fayetteville GA 30214	(770) 461-2090	Randall Cottrill	randall@gsequip.com	www.gsequip.com
Georgia Instiutational Furnishings	103 Garden Park Peachtree City GA 30269	(770) 486-6431	Steve Webb	swebb@gainst.com	www.gainst.com
GL Seaman & Company	4201 International Parkway Carrollton TX 75007	(214) 764-6400	PatriceVerea	pverea@glsc.com	www.glsc.com
Innerplan	7001 Innerplan Drive North Little Rock AR 72113	Contact (501) 607-2996	JessicaLasley	jessica@innerplan.com	https://innerplan.com/
Interiors by Guernsey	3863 Centerview Dr Chantilly VA 20151	(703) 637-3375	AllinCarol	Carol@InteriorsByGuernsey.com	www.InteriorsByGuernsey.com
Intivity	106 Despatch Drive East Rochester NY 14445	(585) 238-2827	AnnMiller-Michaels	amiller-michaels@intivity.com	www.intivity.com
J. Tyler Services Inc.	5920 Milwee Street Houston TX 77092	(713) 468-2166	Tyler		
JP Jay	1313 Roth Ave Allentown PA 18102	(610) 435-9666	Jay Malise	jpm@jpjay.com	www.jpjay.com
Kay-Twelve	1491 Polaris Pkwy #301 Columbus OH 43240	(888) 624-5451		lglnunz@kay-twelve.com	https://www.kay-twelve.com/
L&M Office Furniture Arkansas	2207 Cantrell Road Little Rock AR 72202	(501) 916-9629	LeahJackson		
L&M Office Furniture OKC	6000 NW 2nd Street Oklahoma City OK 73127				
L&M Office Furniture Tulsa	12424 E. 55th St. Tulsa OK 74146	(918) 664-1010			
Liberty Systems, Inc.	TX	(800) 487-6421	Kim Miller	kmiller@libertysystemsinc.com	www.libertysystemsinc.com
Liberty Systems, Inc.	3 Bethesda Metro Center Bethesda MD 20814	(800) 487-6421	Jay Malise	jpm@libertysystemsinc.com	https://libertysystemsinc.com/
Liberty Systems, Inc.	3 Bethesda Metro Center Bethesda MD 20814	(800) 487-6421	Kim Miller	kmiller@libertysystemsinc.com	https://libertysystemsinc.com/
McCoy Rockford	6869 Old Katy Rd Houston TX 77024	(713) 862-4600	Kim Singer	ksinger@mccoyrockford.com	mccoyrockford.com
MeTEOR Education	690 NE 23rd Avenue Gainesville FL 32609	(800) 699-7516	Brianna Trahan	btrahan@meteoreducation.com	www.meteoreducation.com
Monitor Equipment	5 Benjamin Nye Circle Pocasset MA 02559	(508) 392-9369	Brian O'Neill	brian@monitorequipinc.com	www.monitorequipment.com
Nickerson, LLC	11 Moffitt Blvd Bay Shore NY 11706	(631) 666-0200	Beth Poskus	bposkus@nickersoncorp.com	www.nickersoncorp.com
NU-Idea	710 S Guignard Dr Sumter SC 29150	(803) 773-7389	Mike Sawyer	msawyer@nu-idea.com	www.nu-idea.com
Office Environments	5 Green Treee Dr South Burlington VT 05403	(802) 864-3000	Dan Woodworth	dwoodworth@oei-vt.com	www.oei-vt.com
Office Essentials	1834 Walton Rd St Louis MO 63114	(314) 432-4666	Anne Farrow	afarrow@offess.com	www.offess.com
Office Interiors (OKC)	204 N. Robinson Ave Oklahoma City OK 73102	(405) 604-9080	Eric Bauman	ebauman@officeinteriorsok.com	officeinteriorsok.com
OS Schools	4110 High Country Rd Colorado Springs CO 80907	(719) 433-7301	Lee Stapp	lstapp@osschools.com	www.osschools.com
PEM Co	5335 Progress Boulevard Bethel Park PA 15102	(800) 899-1160	Brian McGaughey	brian@pemcofurniture.com	www.pemcofurniture.com
Scholastic Equipment Company, LLC	5620 Memorial Ave N, Suite F Stillwater MN 55082	(800) 459-8527 Ext. 101	Adam Danielson	adanielson.sec@gmail.com	
School Furnishings	17A Executive Drive Hudson NH 03051	(508) 574-2801	Kevin Crump	keving@schoolfurnishings.com	www.schoolfurnishings.com
Schools Specialty	100 Paragon Parkway Mansfield OH 44903	(419) 589-1900	ScottKurtzman	scott.kurtzman@schoolsspecialty.com	www.schoolsspecialty.com
Scott Rice Office Works	TX	(816) 786-5888	Stacy Roth		
Terrell Enterprises	106 S Cloverdale Rd Greenville AL 36037	(334) 382-7415	AlBrannon	purchasing@terrellenterprises.com	
Texas Interior Resources LLC	1444 Oak Lawn Avenue, Suite 301 Dallas TX 75207	(972) 619-7400	Melissa Taylor		www.irgroupdfw.com
Tucker Library Interiors	27 Harvey Rd Bedford NH 03110	(603) 666-7030	Cori McGrath	cori@tuckerlibraryinteriors.com	www.tuckerlibraryinteriors.com
Workplace Interiors	400 Packets Landing Fairport NY 14450	(585) 245-7420	ScottMacCaull	Smaccaull@Workplaceint.com	www.workplaceint.com

Fomcore Osha Logs

Fomcore Resumes

Jeremy Leffring

Managing Member, CEO

Experience



Fomcore

9 yrs 4 mos

United States



Managing Member, CEO

Full-time

Apr 2016 - Present · 9 yrs 1 mo

On-site



Manager/ Founder

Self-employed

Jan 2016 - Present · 9 yrs 4 mos

Soft Seating and Foam Creations



xorbee

12 yrs 1 mo



President/ Owner

Mar 2004 - Jan 2016 · 11 yrs 11 mos

1360 E Laketon Ave. Muskegon, MI 49442



President/ Owner

2004 - Jan 2016 · 12 yrs 1 mo

Michigan

Ron Wallish

Chief Financial Officer

Experience



Chief Financial Officer

Fomcore · Full-time

Sep 2019 - Present · 5 yrs 8 mos

Muskegon, Michigan

Supported the growth of the company in the following:

- Co-Lead a team in the implementation of Epicor ERP system from Quickbooks in 2 months.
- Developed the financial reporting and forecasting system/process.
- Lead a team in the implementation of Paycom for payroll.
- Worked with leadership team on primary facility selection and lease negotiation.
- Led the selection of primary lending options maximizing Company's ability to grow.
- Implemented the Company's first 401k plan.
- Started a 501c3 entity providing emergency relief for employees and family members.
- Co-led a team investigating 2nd site and establishing operations in Colorado.



Director Of Finance

GHSP

May 1996 - Sep 2019 · 23 yrs 5 mos

Started as Assistant Controller and then promoted to Controller for the Grand Haven location(s) reporting to the CFO.

Team member in launching ERP system at each US location including 2 takeover businesses. Also involved in implementing ERP system in Germany, China and Mexico.

Team member in start up operations in China (2 locations) and Mexico.

Promoted to Director of Finance in 2008: Company locations include 3 US, 2 China and 1 Mexico. Responsibilities for Finance and Information Systems.



Audit Manager

BDO Seidman, LLP

Jan 1992 - May 1996 · 4 yrs 5 mos

Scott Carpenter

Chief Operations Officer

Experience



Chief Operations Officer

Fomcore

Oct 2018 - Present · 6 yrs 7 mos

Muskegon, MI



Vice President of Operations

Izzy+

Aug 2015 - Sep 2018 · 3 yrs 2 mos

Spring Lake, Michigan

Responsible for leadership of Manufacturing, Purchasing, Materials, Quality, and Engineering functions.



Vice President, Global Supply Chain Management

GHSP

Dec 2005 - Aug 2015 · 9 yrs 9 mos

Grand Haven, Michigan

Responsible for Purchasing, Supplier Quality, and Materials Management Systems and Processes



Director of Supply Chain Management

Hilite International

Jun 2000 - Dec 2005 · 5 yrs 7 mos

Cleveland/Akron, Ohio Area

Responsible for Purchasing, Supplier Quality, and MRP System Implementation



Materials Manager

SPX Corporation

1997 - 2000 · 3 yrs

Whitehall, Michigan

Misty Diller

Chief Creative Officer

Experience



Fomcore

5 yrs 9 mos



Chief Creative Officer

Full-time

Jul 2021 - Present · 3 yrs 10 mos

Muskegon, Michigan, United States



Director Of Marketing Operations

Aug 2019 - Jul 2021 · 2 yrs



Creative

Misty Michelle Design LLC

2011 - Present · 14 yrs 4 mos

Charity Piomelli

Contracts Manager

Experience



Contracts Manager

Fomcore · Full-time

Jun 2024 - Present · 11 mos

♥ Contract Drafting, Government Contracts and +5 skills



Sales Coordinator

Sanofi · Full-time

Jan 2022 - Jun 2024 · 2 yrs 6 mos

♥ Organization Skills, Problem Solving and +8 skills



Innovative - Easton, PA

Full-time · 7 yrs 4 mos



Contract and Sales Operations Administrator

Jan 2021 - Jan 2022 · 1 yr 1 mo

♥ Contract Drafting, Syteline ERP and +18 skills



Sales Coordinator

Sep 2015 - Jan 2021 · 5 yrs 5 mos

Easton, Pennsylvania, United States

♥ Contract Drafting, Syteline ERP and +15 skills



Contracts Coordinator

Contracted Assignments: pharma and medical devices · Contract

Aug 2013 - Sep 2014 · 1 yr 2 mos

Easton, Pennsylvania, United States

♥ [Contract Drafting, Organization Skills and +8 skills](#)



Contract Administrator

Sanofi · Full-time

Aug 2000 - Feb 2007 · 6 yrs 7 mos

Bridgewater, New Jersey, United States

♥ Contract Drafting, Organization Skills and +12 skills

Fomcore References

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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Not applicable, we are a soft seating manufacturer and do not perform any local services.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Fomcore LLC

Title of Authorized Representative: Chief Operations Officer

Mailing Address: Fomcore LLC, 1770 E. Keating Ave, Muskegon, MI 49442

Signature: 

PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: Fomcore LLC

Title of Authorized Representative: Chief Financial Officer

Mailing Address: 1770 E. Keating Ave, Muskegon, MI 49442

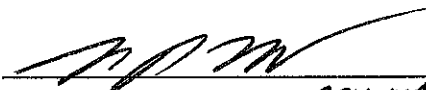
Signature:  4/16/25
ROY WALLISH

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Respondent ROH WALLISH

4/15/25
Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

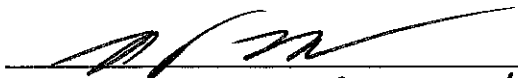
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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


Signature of Respondent **ROD VALLENT**

7/16/25
Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Fomcore LLC

ADDRESS 1770 E. Keating Ave

Muskegon, MI 49442

PHONE 231.366.4791

FAX _____

RESPONDANT


Signature

Ron Wallish
Printed Name

CFO
Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

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

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? RSW
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? RSU
(Initials of Authorized Representative)

RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

In accordance with the Texas Government Code, §§2252.152–2252.154, a contractor must certify that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a foreign terrorist organization by the U.S. Secretary of State.

In accordance with the Texas Government Code, Chapter 2275, a governmental entity cannot enter into a contract or other agreement relating to critical infrastructure in Texas with a company that is owned or controlled by individuals, any company, or headquartered in China, Iran, North Korea, Russia, or a designated country, even if company is publicly traded. "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Does vendor agree? RSU
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
☒ I certify that my company qualifies as a "**nonresident Bidder**"

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

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

Fomcore LLC	1770 E. Keating Ave	
Company Name	Address	
Muskegon	MI	49442
City	State	Zip

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? RW

(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? RSW

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RSW

(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? RJW

(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? RJW

(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.

Fomcore LLC

Company Name



Signature of Authorized Company Official

 RON WALLIS

Printed Name

 CFO

Title

 4/16/25

Date

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? RSW
(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? RSW
(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? NSW
(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? NSW
(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? NSW
(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? NSW
(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? NSW
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

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 ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? NSW
(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? ASW
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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


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

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

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

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

	4/16/25
Signature of Respondent <u>RON WALLIS</u>	Date

sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

 4/16/25

Signature of Procurement Agent *RAY WALSH*

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Fomcore LLC

Street: 1770 E. Keating Ave

City, State, Zip Code: Muskegon, MI 49442

Complete as appropriate:

I Jeremy Leffring, certify that I am the sole owner of Fomcore LLC, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

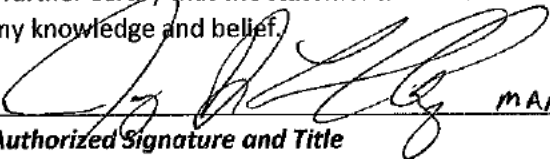
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

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

Authorized Signature and Title

 MANAGING MEMBER

Date

4/17/25

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>17</u> day of <u>April</u> , 2025	
(Notary Public)	(Affiant) <u>[Signature]</u>
My Commission expires:	(Print name & title of affiant) <u>JEREMY D LEFFLING</u> <u>MANAGING MEMBER</u>
(Corporate Seal)	

LAURIE A HAWKINS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MUSKEGON
My Commission Expires May 24, 2031
Acting in the County of Muskegon

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned—vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

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

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

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

Date

4/17/25

Authorized Signature & Title

MANAGING MEMBER